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5 Attorneys for Defendant
 6 ATOMICPARK.COM, LLC
 a/k/a/ ATOMICPARK.COM

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 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

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11 COREMETRICS, INC., a Delaware
 12 Corporation,
 13 Plaintiff,
 14 vs.
 15
 16 ATOMICPARK.COM, LLC a/k/a
 ATOMICPARK.COM
 17
 18 Defendants.

CASE NO. C 04-00222 EMC

SUPPLEMENTAL DECLARATION OF
 ANTHONY BOLDIN PURSUANT TO THE
 COURT'S ORDER OF MAY 11, 2005

19
 20 I, ANTHONY BOLDIN, declare as follows:

21 1. I am the President of AtomicPark.com LLC ("AtomicPark") the defendant
 22 in this case. I have personal knowledge of the matters set forth herein and I could and
 23 would testify competently in support of them.

24 2. In its supplemental papers in opposition to AtomicPark's Motion to
 25 Dismiss, plaintiff Coremetrics attaches significance to the fact that approximately 14.71
 26 percent of AtomicPark's total sales are to California residents, resulting in sales from
 27 April 1, 2003, to February 28, 2004, of approximately \$3,300,000. What Coremetrics

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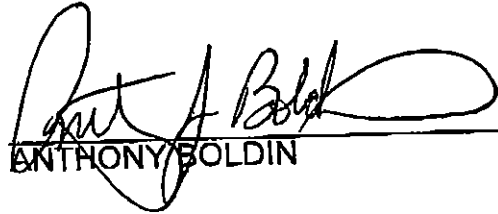
1 does not mention, because it did not ask me the question at my deposition, is what
2 AtomicPark's margin is on those sales. AtomicPark does not manufacture any of the
3 software that it sells. It also does not purchase the software directly from manufacturers
4 (with one exception described below), but purchases the software through wholesale
5 distributors. Thus, there are significant costs included in the distribution system, in
6 addition to the cost of the software itself, before AtomicPark realizes any revenue.
7 AtomicPark's net margin on its software sales range between one and two percent.
8 Thus, AtomicPark's net revenue from the sales to Californians during the time period
9 described was in the range of \$30,000 to \$60,000.

10 3. AtomicPark's website was designed by a professional website designer. It
11 is a typical website used by internet "stores" with standard navigation tools available to
12 a potential purchaser. In terms of how purchase options are presented, accessed and
13 purchase decisions concluded by a consumer, AtomicPark's website is no different than
14 commercial websites by the thousands of websites that offer a myriad of products such
15 as cheese, jewelry, clothes, or software.

16 4. As noted above, AtomicPark purchases all of the software that it sells from
17 wholesale distributors, and not directly from the software manufacturers, with one
18 exception (a small software manufacturer located in Maine). As virtually all software is
19 purchased through wholesalers AtomicPark has very little, if any, direct contact with any
20 of the manufacturers of the software that it sells, including the manufacturers identified
21 in Mr. Farrer's declaration as "California" manufacturers. In fact, in order to satisfy
22 software orders placed through its website, AtomicPark utilizes software distribution
23 centers located at sites located as close as possible to AtomicPark's headquarters in
24 Wisconsin in order to reduce shipping costs and improve delivery time. Thus, it is my
25 best estimate that between 95 percent and 98 percent of the software delivered into
26 AtomicPark's warehouse in Wisconsin for distribution to purchasers, has a point of
27
28

1 origin outside the State of California, regardless of where the manufacturer of the
 2 software is headquartered.

3 I declare under penalty of perjury under the laws of the State of California that
 4 the foregoing is true and correct. Executed this 13th day of May, 2005, at Milwaukee,
 5 Wisconsin.

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 8 ANTHONY BOLDIN
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1 Re: **Coremetrics, Inc. v. AtomicPark.com**
2 Court: USDC Northern district Case No. C-04-00222 EMC
3 Case No: 104 CV 017301

4 **PROOF OF SERVICE**

5 I declare that I am over the age of 18, not a party to the above-entitled action, and
6 am an employee of **Dudnick Detwiler Rivin & Stikker, LLP** whose address is:
351 California Street, 15th Floor, San Francisco, CA 94103.

7 On May 16, 2005, I served the following document: **SUPPLEMENTAL**
8 **DECLARATION OF ANTHONY BOLDIN PURSUANT TO THE COURT'S ORDER OF**
9 **MAY 11, 2005** on all interested parties in this case, as follows:

- 10 [X] (BY MAIL): By placing a true copy thereof in a sealed envelope addressed as set
11 forth below and placing said envelope in that place in our offices where, following
12 ordinary business practices of which I am ready familiar, postage is affixed and
13 fully prepaid and mailed on the same day and as stated above in the United
14 States mail at San Francisco, California.
15 [] (BY FACSIMILE TRANSMISSION): on all parties listed below by transmitting
16 said document(s) from our office facsimile machine (415-982-1401) to facsimile
17 machine numbers shown below. Following transmission, I received a
18 "Transmission Report" indicating the transmission had been transmitted without
19 error.

20 William Webb Farrer, Esq.
21 Law Office of William Webb Farrer
22 300 Montgomery Street, Suite 600
23 San Francisco, CA 94104

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Executed on May 16, 2005, at San Francisco, California.

27 
28 ELLEN B.T. SCHULTZ