

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

IN RE WEBLOYALTY.COM, INC.
MARKETING AND SALES PRACTICES
LITIGATION

MDL No. 07-01820 - JLT

Lead Case: 06-11620-JLT

**DECLARATION OF VERONICA MILLER IN SUPPORT OF
DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

I, Veronica Miller, submit the following declaration in support of Defendants' Motion for Summary Judgment.

1. I am the Director of e-Commerce of ValueClick.¹ As such, I am familiar with the world-wide-web page flows and transaction processes used by customers of 123inkjets.com. I am also familiar with the screen flows and transaction processes used by 123inkjets.com customers that choose to enroll in Webloyalty's Reservation Rewards program while completing 123inkjets.com transactions.

2. This Declaration is based on my personal knowledge of 123inkjets.com's systems and their relationship to the systems used by Webloyalty for the Reservation Rewards program, and on my review of records and information supplied to me regarding the 123inkjet.com transaction of Plaintiff Alcides Melo.

3. Plaintiff Melo purchased an item through 123inkjets.com on August 3, 2005. Plaintiff Melo enrolled in the Reservation Rewards' program through an offer made in connection with this transaction.

¹ E-Babylon, Inc. is a wholly-owned subsidiary of ValueClick, Inc. E-Babylon, Inc. owns and operates 123inkkets.com

4. On August 3, 2005, 123inkjets.com's world-wide-web transaction screens included information regarding an optional offer, coded 51283, from Webloyalty's Reservation Rewards programs. A true and accurate copy of the Reservations Reward offer coded 51283 containing the description of the Reservations Rewards program, the scroll-down box containing the Offer and Billing Details, and the email signature sign-in boxes is attached as Exhibit 1 to this Declaration.

5. Under the screen flow in place on August 3, 2005, Plaintiff Melo first visited the 123inkjets.com "Checkout" page. On this page, he was asked to confirm the items for purchase in his shopping cart and to enter his billing and shipping information. When he had entered and confirmed the required information regarding his 123inkjets.com's transaction, Plaintiff Melo had to click on a button marked "submit my order." Attached as Exhibit 2 to this Declaration is a true and accurate copy of the form of Checkout page visited by Plaintiff Melo on August 3, 2005.

6. After he clicked "submit my order," Plaintiff Melo was next directed to the Reservation Rewards enrollment page. See Exhibit 1. The Enrollment page contained a detailed description of the Reservation Rewards program, including multiple disclosures regarding the cost of the program, the fact that, on enrollment, Plaintiff Melo's credit or debit card and other personal information would be transferred from 123inkjets.com to the Reservation Rewards program, and that he could cancel at any time. See Exhibit 1.

7. To enroll in Reservation Rewards from this Enrollment page, Plaintiff Melo was required to take several steps. First, he was required to type his email address into the empty box under the statement: "By entering my email address as my electronic signature and clicking YES, I have read and agree to the Offer and Billing Details and authorize 123inkjets.com to securely transfer my name, address and credit or debit card information to Reservation Rewards for billing and benefit processing." See Exhibit 1. Second, Plaintiff Melo was required to again enter the same

email address in a confirmation box under the words “Verify email.” Third, he was required to click the large red button containing the word “YES!” See Exhibit 1.

8. After Plaintiff Melo took the three steps described in paragraph 7, several things happened. First, the window in which he was viewing the Enrollment page was taken to the 123inkjets.com purchase confirmation page, which contained the details regarding his 123inkjets.com transaction for his records. Attached as Exhibit 3 to this Declaration is a true and correct copy of the form of Confirmation page visited by Plaintiff Melo on August 3, 2005.

9. At the same time, because Plaintiff Melo had entered his email twice on the Enrollment page and clicked the “YES!” button, he was enrolled in Reservation Rewards. At this time, and not before, 123inkjets.com transmitted Plaintiff Melo’s debit card and identifying information to the Reservation Rewards program. It was not possible to join Reservation Rewards from this 123inkjets.com screen flow on August 3, 2005, without taking each of these three affirmative steps and, until Plaintiff Melo chose to enroll in Reservation Rewards by taking these steps, no credit or debit card or other personal identifying information of Plaintiff Melo was transmitted from 123inkjets.com to the program.

10. The data transferred from 123inkjets.com to Reservation Rewards at this point consisted of the customer’s name, address and credit or debit card information, with the information encrypted before transmission. One piece of information that was not passed from 123inkjets.com to Reservation Rewards was the customer’s email address. Thus, the only way Reservation Rewards could have obtained the email address contained in its records for Plaintiff Melo was if he voluntarily typed it into the two signature boxes on the Reservation Rewards Enrollment page.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 13th day of July, 2007 at Los Angeles, California.

/s/ Veronica Miller
Veronica Miller