

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION**

Anne Martinez, individually and on behalf)
of all other persons similarly situated,)

Plaintiffs,)

v.)

RegisterFly, Inc.)

Unifiednames Inc.)

Hosting Services Group Inc.)

Kevin Medina, in his personal capacity and)

as an agent of RegisterFly, Inc. and as an)

agent of Unifiednames Inc.)

John Naruszewicz, in his capacity as an)

agent of both Unifiednames and)

RegisterFly,)

eNom, and)

ICANN,)

Defendants.)

Civil Action No. 07cv00188

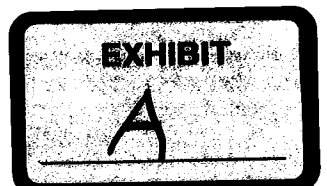
**DECLARATION OF DOUG BRENT
IN SUPPORT OF DEFENDANT
ICANN'S MOTION TO DISMISS
PURSUANT TO F.R.C.P. 12(B)(2)
AND 12(B)(3)**

I, Doug Brent, declare and affirm as follows:

1. I am the chief operating officer of the Internet Corporation for Assigned Names and Numbers ("ICANN"), a defendant in this action. I have personal knowledge of the matters set forth herein and am competent to testify to those matters. I make this declaration in connection with ICANN's Motion to Dismiss Pursuant to F.R.C.P. 12(b)(2) and 12(b)(3).

Background on ICANN

2. ICANN is a not-for-profit public benefit corporation organized under the laws of the State of California. Its principal place of business is in Marina del Rey, which is in Los Angeles County, California. ICANN is responsible for the global coordination of the Internet's domain name system unique identifiers. Background on the privatization of the Internet is



available in a publication published by the Department of Commerce on June 5, 1998 entitled *Management of Internet Names and Addresses* and is available at 63 Fed. Reg. 31741 (1998).

3. ICANN maintains a series of agreements with generic TLD Internet registries (such as .com and .net) and registrars, and these agreements provide that the registries and registrars pay ICANN fees, some of which are based on a per-registration basis. ICANN collects these fees only from the registries or registrars, and not from the registrants.

ICANN's Lack of Connection to North Carolina

4. ICANN does not have any employees, assets, real property, personal property, offices, or facilities in North Carolina. ICANN is not licensed to do business in North Carolina and does not have a registered agent in North Carolina for service of process.

5. The only activity ICANN has with any North Carolina resident is a registrar accreditation agreement ("RAA") with Advanced Internet Technologies, Inc. ("AIT"), which is a company that ICANN has authorized to sell domain name subscriptions to consumers (just as defendant RegisterFly was previously accredited to sell domain name subscriptions to consumers). ICANN did not solicit AIT to become a registrar; indeed, it does not solicit any persons or entities to become registrars. AIT – like any other person or entity seeking accreditation – contacted ICANN in California. ICANN and AIT entered into this agreement in 2005, and the agreement was entered into in California. Like all RAAs, the agreement contains an exclusive jurisdiction and venue clause requiring all disputes to be adjudicated in California. The RAA between ICANN and AIT obligates AIT to pay ICANN based on the number of Internet names that AIT registers on behalf of consumers. AIT's payments to ICANN for ICANN's most recent fiscal year (2005-06) constituted approximately 0.01% of ICANN's net revenues.

6. Attached to my affidavit as Exhibit 1 is a true and correct copy of the RAA between ICANN and RegisterFly's predecessor company. Section 5.6 of the RAA provides that all disputes between RegisterFly and ICANN are to be resolved in a court located in California. To the extent the complaint seeks to enforce a contract between defendant eNom and ICANN,

the RAA that eNom signed likewise provides that any disputes arising out of that contract are to be resolved in a court located in California.

7. To the extent ICANN has witnesses who have knowledge of the facts alleged in the complaint, all of those witnesses are in California because all of ICANN's staff involved in the RegisterFly matter work out of ICANN's offices in Marina del Rey, California.

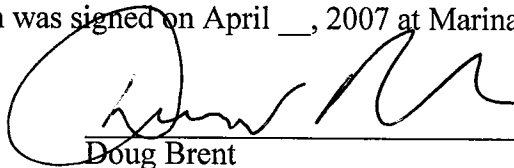
8. No contract exists between ICANN and Plaintiff Anne Martinez.

9. ICANN maintains a website that is located at <http://www.icann.org>. That website is operated from web server physically located in Marina del Rey, California. The website contains a wealth of information about ICANN, about the people who work for ICANN, and about the projects that ICANN has undertaken in connection with the Internet. The website also contains "links" to other information that is related to ICANN's activities. ICANN does not offer anything for sale on its website; in fact, ICANN does not sell anything.

10. On March 29, 2007, ICANN filed suit against RegisterFly in the United States District Court for the Central District of California. Attached to my affidavit as Exhibit 2 is a true and correct copy of the complaint that ICANN filed. ICANN also has filed an application for a temporary restraining order that would require RegisterFly to provide to ICANN a copy of all the Data (as defined in the complaint) to ICANN every forty-eight hours.

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

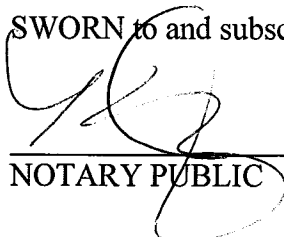
This declaration was signed on April __, 2007 at Marina del Rey, California.



Doug Brent



SWORN to and subscribed before me this the 5 day of April, 2007.



NOTARY PUBLIC

My commission expires: 01-01-09