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**ORIGINAL**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

VERISIGN, INC., a Delaware corporation,

Plaintiff,

v.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS, a California corporation,

Defendant.

Case No. CV 04-1292 AHM (CTx)

**[PROPOSED] FINAL JUDGMENT**

Judge: Hon. A. Howard Matz

THIS CONSTITUTES NOTICE OF ENTRY AS REQUIRED BY FRCP, RULE 77(d).

Pursuant to and for the reasons stated in this Court's order dated August 26, 2004, in which the Court granted the motion to dismiss filed by defendant Internet Corporation for Assigned Names And Numbers' ("ICANN") with respect to the first amended complaint filed by plaintiff VeriSign, Inc., the Court hereby enters final judgment in this matter as follows:

- (1) This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1337;
- (2) Plaintiff's first cause of action, for violation of Section 1 of the Sherman Act, is dismissed with prejudice. Plaintiff has attempted to allege that ICANN's

*[Signature]*

1 ~~decision-making processes were controlled by competitors who conspired to injure~~  
2 ~~VeriSign.~~ However, Plaintiff has failed to make and cannot make the requisite  
3 allegations to state ~~such~~ a claim under the Sherman Act.

4 (3) Consequently, Plaintiffs first cause of action for violation of Section 1 of  
5 the Sherman Act fails as a matter of law.

6 (4) Because the Court dismisses Plaintiff's antitrust claim, the only cause of  
7 action arising under federal law, the Court declines to exercise supplemental  
8 jurisdiction over the remaining state law claims pursuant to 28 U.S.C. § 1367(c)(3);

9 (5) Therefore, Plaintiff's breach of contract causes of action (claims 2, 3, 5,  
10 and 6), Plaintiff's cause of action for interference with contractual relations (claim  
11 4), and Plaintiff's request for a declaratory judgment are dismissed without  
12 prejudice.

13 **JUDGMENT**

14 The Court hereby enters final judgment in favor of ICANN and against  
15 Plaintiff, for the reasons stated above.

16  
17 DATED: 9/21/04

18 A. Howard Matz  
19 Hon. A. Howard Matz  
20 UNITED STATES DISTRICT COURT JUDGE

21 Presented by:

22 JONES DAY

23 By: Jeffrey A. LeVee  
24 Jeffrey A. LeVee  
September 14, 2004

25 Attorneys for Defendant  
26 INTERNET CORPORATION FOR  
27 ASSIGNED NAMES AND NUMBERS  
28

**PROOF OF SERVICE**

SCANNED

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3 **STATE OF CALIFORNIA** )  
4 **COUNTY OF LOS ANGELES** ) **ss.**

5 I am employed in the aforesaid County, State of California; I am over the age of eighteen  
6 years and not a party to the within entitled action; my business address is: **555 W. Fifth Street,  
Suite 4600, Los Angeles, California 90013-1025.**

7 On **September 15, 2004**, I caused to be served the foregoing document described as:

8 **[PROPOSED] FINAL JUDGMENT**

9 on interested parties in this action by placing a true copy thereof enclosed in a sealed envelope  
addressed as follows:

10 **LAURENCE HUTT, ESQ.**  
11 **ARNOLD & PORTER**  
**777 S. Figueroa, 44<sup>th</sup> Floor**  
**Los Angeles, CA 90017**

12  **BY MAIL:** I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope  
13 was mailed with postage thereon fully prepaid.


14 As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for  
15 mailing. Under that practice, it would be deposited with U.S. postal service on that same day with postage  
thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on  
16 motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is  
more than one day after date of deposit for mailing in affidavit.

17  **BY FEDERAL EXPRESS:** I placed such envelope for deposit in the Federal Express drop slot for  
18 service by Federal Express. I am "readily familiar" with the firm's practice of collection and processing  
correspondence for mailing. Under that practice it would be deposited with Federal Express on that same  
19 day at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party  
served, service is presumed invalid if service is more than one day after date of deposit for express service in  
affidavit.

20  **BY PERSONAL SERVICE:** I placed true copies thereof enclosed in sealed envelope(s) and caused  
such envelope(s) to be hand delivered via messenger to the offices of the addressee(s) shown above.

21  **FEDERAL** I declare that I am employed within the office of a member of the bar of this Court at whose  
22 direction the service was made.

23 Executed on **September 15, 2004**, at Los Angeles, California.

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**MELANIE J. MOSS**  
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