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8

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11
12 REGISTERSITE.COM, an Assumed
Name of ABR PRODUCTS INC., a
13 New York Corporation, et al.,

14 Plaintiffs,

15 v.

16 INTERNET CORPORATION FOR
ASSIGNED NAMES AND
17 NUMBERS, a California corporation;
VERISIGN, INC., a Delaware
18 Corporation; NETWORK
SOLUTIONS, INC., a Delaware
19 Corporation; ENOM, INC., a
Washington Corporation; ENOM
20 FOREIGN HOLDINGS
CORPORATION, a Washington
21 Corporation; and DOES 1-10,
inclusive,

22 Defendants.
23

Case No. CV 04-1368 ABC (CWx)

**MEMORANDUM OF POINTS
AND AUTHORITIES OF
DEFENDANTS VERISIGN, INC.
AND NETWORK SOLUTIONS,
INC. IN SUPPORT OF MOTION
TO DISMISS THE FIRST
AMENDED COMPLAINT FOR
FAILURE TO STATE A CLAIM
PURSUANT TO FED. R.
CIV. P. 12(b)(6)**

Date: July 12, 2004
Time: 10:00 a.m.
Courtroom: 680 – Roybal Fed. Bldg.
Hon. Audrey B. Collins

[Notice of Motion and Motion filed
concurrently herewith]

24
25 Defendants VeriSign, Inc. (“VeriSign”) and Network Solutions, Inc. (“NSI”)
26 respectfully submit this joint memorandum in support of their Motion to Dismiss all
27 claims asserted against them in the First Amended Complaint filed herein by Plaintiffs
28 (the “Complaint” or “FAC”).

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