

EXHIBIT A



[Home](#) » [About WHOIS](#) » [Technical Overview](#)

Domain Name Registration Process

In order to reserve a domain, a registrant must register it with one of almost a thousand ICANN-accredited registrars. The registrar will check if the domain is available and create a WHOIS record with the registrant's information. It is also possible to register domains through a registrar's resellers.

The diagram below illustrates the main functions of the parties that are usually involved in the process.



domain registry process

A **registrant** is the person or organization who has registered the domain name. In order to do so, the registrant will usually apply online to a domain registrar or one of their resellers. The registrant is bound by the terms and conditions of the registrar with which it registers its domain name, for instance adhering to a certain code of conduct or indemnifying the registrar and registry against any legal or civil action taken as a result of use of the domain name. Registrants have certain responsibilities that are incorporated into these terms and conditions like payment of registration fees and submission and timely update of accurate data.

In addition to registering the name, registrants also need to have their domains listed on name servers in order to have that domain reachable on the Internet. A registrant is responsible for procuring or hosting his or her own name server if the registrar does not offer this service or he or she has opted out of the registrar's service.

Registrars are organizations accredited by ICANN and certified by the registry operators to sell domains. They are bound by the Registrar Accreditation Agreement (RAA) with ICANN - and by their agreements with the registry operators. The RAA sets out responsibilities for the registrar including maintenance of WHOIS data, submission of data to domain registries, facilitating public WHOIS queries, ensuring registrants details are escrowed, and complying with RAA conditions relating to the conclusion of the registration period.

Some registrants may opt to register through a **reseller**. These are affiliated or under contract with registrars, and usually offer other services such as web hosting, email mailboxes etc. Resellers are bound by their agreements with the registrar(s) whose services they sell; they are not accredited by ICANN. However, the registrar for whom they are re-selling will still be the sponsor for the domain name registration and accountable for the domains sold by the reseller.

While registrars are contracted to conduct the day-to-day business of selling domain name registrations, **registry operators** are responsible for maintaining the registry for each TLD. The responsibilities of the

registry operator include accepting registration requests (whether from registrars or directly from registrants), maintaining a database of the necessary registration data and providing name servers to publish the zone file data (i.e. information about the location of a domain) throughout the Internet.

The Internet Corporation for Assigned Names and Numbers ([ICANN](#)) is the international non-profit corporation that oversees the assignment of both IP addresses and domain names. It has responsibility for managing root server and TLD name system management and has contractual agreements with both registries and registrars that provide the foundation for the WHOIS system.

About WHOIS

[WHOIS Primer](#)

[History of WHOIS](#)

[What's on the Horizon?](#)

[Technical Overview](#)

[DNS and WHOIS - How it Works](#)

[Domain Name Registration Process](#)

[Using WHOIS](#)

[Basics of WHOIS](#)

[Performing WHOIS Lookup](#)

[Interpreting WHOIS Results](#)

[Glossary of WHOIS Terms](#)

[About This Site](#)

[Submit Feedback](#)

NOTICE, DISCLAIMERS AND TERMS OF USE:

All results shown are captured from registries and/or registrars and are framed in real-time. ICANN does not generate, collect, retain or store the results shown other than for the transitory duration necessary to show

these results in response to real-time queries.* These results are shown for the sole purpose of assisting you in obtaining information about domain name registration records and for no other purpose. You agree to use this data only for lawful purposes and further agree not to use this data (i) to allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising, or (ii) to enable high volume, automated, electronic processes to collect or compile this data for any purpose, including without limitation mining this data for your own personal or commercial purposes. ICANN reserves the right to restrict or terminate your access to the data if you fail to abide by these terms of use. ICANN reserves the right to modify these terms at any time. By submitting a query, you agree to abide by these terms.

* There is one exception: ICANN acts as the registry operator for the .int TLD, and in that capacity it does collect, generate, retain and store information regarding registrations in the .int TLD.

© 2017 Internet Corporation for Assigned Names and Numbers [Privacy Policy](#)

EXHIBIT B

GET
STARTEDNEWS &
MEDIA

POLICY

PUBLIC
COMMENT

RESOURCES

COMMUNITY

IANA
STEWARDSHIP
& ACCOUNTABILITY

Resources

 [About ICANN](#) [Board](#) [Accountability](#) [Governance](#) [Groups](#)[Business](#)[Civil Society](#) [Contractual
Compliance](#) [Registrars](#) [Registries](#)[GDD Metrics](#) [Identifier
Systems
Security, Stability
and Resiliency
\(IS-SSR\)](#) [ccTLDs](#) [Internationalized
Domain Names](#) [Universal
Acceptance
Initiative](#)

About Change of Registrant

This page is available in:

[English](#) | [العربية](#) | [Español](#) | [Français](#) | [Русский](#) | [中文](#)

To update the registrant information listed in the Whois database or transfer your domain name to a different registrant, please contact the registrar with which the domain is registered.

For information about the domain name, including the registrar name, conduct a [WHOIS](#) search at <https://whois.icann.org>. The registrar's name will be included in the result. A list of registrars and links to their websites is on the [ICANN-accredited Registrar](#) list.

After 1 December 2016, the [Transfer Policy](#) specifies how registrars must handle changes of registrant name, registrant organization name, registrant email address, and administrative email address (if there is no registrant email address) displayed in the Whois information.

60-Day Lock After Change of Registrant

After 1 December 2016, registrars must impose a lock that will prevent any transfer to another registrar for sixty (60) days following a change to a registrant's information. Registrars may (but are not required to) allow registrants to opt out of the 60-day lock prior to the change of registrant request.

To transfer a domain name to another registrar and change the registrant's information, registrants may:

- Request the transfer to another registrar before changing the registrant's information (to avoid the 60-day lock); or
- Have the prior registrant opt-out the 60-day lock (if this option is offered by the registrar) before making any change to registrant information.

Because policies may vary by registrar, please review a registrar's policy

[Policy](#)

[Public Comment](#)

[Root Zone KSK Rollover](#)

[Technical Functions](#)

[Contact](#)

[Help](#)

before making a change to registrant information or transferring to another registrar.

If you want a domain name that somebody else has already registered, you have some options, which might include:

1. Working out an agreement with the current registrant.
2. Waiting to see if the current registrant lets the domain name expire.
3. Filing a lawsuit in court against the current registrant.
4. For cases involving "abusive registrations", you may be able to begin an administrative proceeding under the [Uniform Domain Name Dispute Resolution Policy](#).

Read more about [Filing a UDRP](#)



[You Tube](#)



[Twitter](#)



[LinkedIn](#)



[Flickr](#)



[Facebook](#)



[RSS Feeds](#)



[Community Wiki](#)



[ICANN Blog](#)

[Who We Are](#)

[Get Started](#)

[Learning](#)

[Participate](#)

[Groups](#)

[Board](#)

[President's Corner](#)

[Contact Us](#)

[Offices](#)

[Global Support](#)

[Security Team](#)

[PGP Keys](#)

[Certificate Authority](#)

[Registry Liaison](#)

[Accountability & Transparency](#)

[Accountability Mechanisms](#)

[Independent Review Process](#)

[Request for Reconsideration](#)

[Governance](#)

[Documents](#)

[Agreements](#)

[Specific Reviews](#)

[Annual Report](#)

[Financials](#)

[Document Disclosure](#)

[Help](#)

[Dispute Resolution](#)

[Domain Name Dispute Resolution](#)

[Name Collision](#)

[Registrar Problems](#)

Staff	Specific Reviews	Ombudsman	WHOIS
Careers	Organizational Reviews	Planning	KPI Dashboard
Newsletter	Request a Speaker	RFPs	Litigation
Development and Public Responsibility	For Journalists	Correspondence	

EXHIBIT C

GET
STARTEDNEWS &
MEDIA

POLICY

PUBLIC
COMMENT

RESOURCES

COMMUNITY

IANA
STEWARDSHIP
& ACCOUNTABILITY

Resources

- [About ICANN](#)
 - [Learning](#)
 - [Participate](#)
 - [What ICANN Does](#)
 - [Effect on the Internet](#)
 - [What's Going On Now](#)
 - [How to Participate](#)
 - [Newcomers Program](#)
 - [Fellowships](#)
 - [President's Corner](#)
 - [ICANN Management Organization Chart](#)
 - [Staff](#)
 - [Careers](#)
 - [In Focus](#)
 - [For Journalists](#)
-
- [Board](#)
-
- [Accountability](#)
-
- [Governance](#)

What Does ICANN Do?

This page is available in:

English | العربية | Deutsch | Español | Français | Italiano | 日本語 | 한국어 | Português | Русский | 中文

To reach another person on the Internet you have to type an address into your computer - a name or a number. That address has to be unique so computers know where to find each other. ICANN coordinates these unique identifiers across the world. Without that coordination we wouldn't have one global Internet.

ICANN was formed in 1998. It is a not-for-profit partnership of people from all over the world dedicated to keeping the Internet secure, stable and interoperable. It promotes competition and develops policy on the Internet's unique identifiers.

ICANN doesn't control content on the Internet. It cannot stop spam and it doesn't deal with access to the Internet. But through its coordination role of the Internet's naming system, it does have an important impact on the expansion and evolution of the Internet.

What is the domain name system?

The domain name system, or DNS, is a system designed to make the Internet accessible to human beings. The main way computers that make up the Internet find one another is through a series of numbers, with each number (called an "IP address") correlating to a different device. However it is difficult for the human mind to remember long lists of numbers so the DNS uses letters rather than numbers, and then links a precise series of letters with a precise series of numbers.

The end result is that ICANN's website can be found at "icann.org" rather than "192.0.32.7" – which is how computers on the network know it. One advantage to this system – apart from making the network much easier to use for people – is that a particular domain name does not have to be tied to one particular computer because the link between a particular domain and a particular IP

Groups

Business

Civil Society

Contractual Compliance

Registrars

Registries

GDD Metrics

Identifier Systems Security, Stability and Resiliency (IS-SSR)

ccTLDs

Internationalized Domain Names

Universal Acceptance Initiative

Policy

Public Comment

Root Zone KSK Rollover

Technical Functions

Contact

Help

address can be changed quickly and easily. This change will then be recognised by the entire Internet within 48 hours thanks to the constantly updating DNS infrastructure. The result is an extremely flexible system.

A domain name itself comprises two elements: before and after “the dot”. The part to the right of the dot, such as “com”, “net”, “org” and so on, is known as a “top-level domain” or TLD. One company in each case (called a registry), is in charge of all domains ending with that particular TLD and has access to a full list of domains directly under that name, as well as the IP addresses with which those names are associated. The part before the dot is the domain name that you register and which is then used to provide online systems such as websites, email and so on. These domains are sold by a large number of “registrars”, free to charge whatever they wish, although in each case they pay a set per-domain fee to the particular registry under whose name the domain is being registered.

ICANN draws up contracts with each registry*. It also runs an accreditation system for registrars. It is these contracts that provide a consistent and stable environment for the domain name system, and hence the Internet.

In summary then, the DNS provides an addressing system for the Internet so people can find particular websites. It is also the basis for email and many other online uses.

What does ICANN have to do with IP addresses?

ICANN plays a similar administrative role with the IP addresses used by computers as it does with the domain names used by humans. In the same way that you cannot have two domain names the same (otherwise you never know where you would end up), for the same reason it is also not possible for there to be two IP addresses the same.

Again, ICANN does not run the system, but it does help co-ordinate how IP addresses are supplied to avoid repetition or clashes. ICANN is also the central repository for IP addresses, from which ranges are supplied to regional registries who in turn distribute them to network providers.

What about root servers?

Root servers are a different case again. There are 13 root servers – or, more accurately, there are 13 IP addresses on the Internet where root servers can be found (the servers that have one of the 13 IP addresses can be in dozens of different physical locations). These servers all store a copy of the same file which acts as the main index to the Internet’s address books. It lists an address for each top-level domain (.com, .de, etc) where that registry’s own

address book can be found.

In reality, the root servers are consulted fairly infrequently (considering the size of the Internet) because once computers on the network know the address of a particular top-level domain they retain it, checking back only occasionally to make sure the address hasn't changed. Nonetheless, the root servers remain vital for the Internet's smooth functioning.

The operators of the root servers remain largely autonomous, but at the same time work with one another and with ICANN to make sure the system stays up-to-date with the Internet's advances and changes.

What is ICANN's role?

As mentioned earlier, ICANN's role is to oversee the huge and complex interconnected network of unique identifiers that allow computers on the Internet to find one another.

This is commonly termed "universal resolvability" and means that wherever you are on the network – and hence the world – that you receive the same predictable results when you access the network. Without this, you could end up with an Internet that worked entirely differently depending on your location on the globe.

How is ICANN structured?

ICANN is made up of a number of different groups, each of which represent a different interest on the Internet and all of which contribute to any final decisions that ICANN's makes.

There are three "supporting organisations" that represent:

- The organisations that deal with IP addresses
- The organisations that deal with domain names
- The managers of country code top-level domains (a special exception as explained at the bottom).

Then there are four "advisory committees" that provide ICANN with advice and recommendations. These represent:

- Governments and international treaty organisations
- Root server operators

- Those concerned with the Internet's security
- The "at large" community, meaning average Internet users.

And finally, there is a Technical Liaison Group, which works with the organisations that devise the basic protocols for Internet technologies.

ICANN's final decisions are made by a Board of Directors. The Board is made up of 21 members: 15 of which have voting rights and six are non-voting liaisons. The majority of the voting members (eight of them) are chosen by an independent Nominating Committee and the remainder are nominated members from supporting organisations.

ICANN then has a President and CEO who is also a Board member and who directs the work of ICANN staff, who are based across the globe and help coordinate, manage and finally implement all the different discussions and decisions made by the supporting organisations and advisory committees. An ICANN Ombudsman acts as an independent reviewer of the work of the ICANN staff and Board.

How does ICANN make decisions?

When it comes to making technical changes to the Internet, here is a simplified rundown of the process:

Any issue of concern or suggested changes to the existing network is typically raised within one of the supporting organisations (often following a report by one of the advisory committees), where it is discussed and a report produced which is then put out for public review. If the suggested changes impact on any other group within ICANN's system, that group also reviews the suggested changes and makes its views known. The result is then put out for public review a second time.

At the end of that process, the ICANN Board is provided with a report outlining all the previous discussions and with a list of recommendations. The Board then discusses the matter and either approves the changes, approves some and rejects others, rejects all of them, or sends the issue back down to one of the supporting organisations to review, often with an explanation as to what the problems are that need to be resolved before it can be approved.

The process is then rerun until all the different parts of ICANN can agree a compromise or the Board of Directors make a decision on a report it is presented with.

How is ICANN held accountable?

ICANN has external as well as internal accountabilities.

Externally, ICANN is an organisation incorporated under the law of the State of California in the United States. That means ICANN must abide by the laws of the United States and can be called to account by the judicial system i.e. ICANN can be taken to court.

ICANN is also a non-profit public benefit corporation and its directors are legally responsible for upholding their duties under corporation law.

Internally, ICANN is accountable to the community through:

- Its bylaws
- The representative composition of the ICANN Board from across the globe
- An independent Nominating Committee that selects a majority of the voting Board members
- Senior staff who must be elected annually by the Board
- Three different dispute resolution procedures (Board reconsideration committee; Independent Review Panel; Ombudsman)

The full range of ICANN's [accountability and transparency frameworks and principles](#) are available online.

* There is an important exception to this in the form of “country code top-level domains” (ccTLDs) such as .de for Germany or .uk for the United Kingdom. There are over 250 ccTLDs, some of which have a contract with ICANN; others of which have signed working agreements with ICANN; and some of which have yet to enter any formal agreement with ICANN. ICANN however does carry out what is known as the “IANA function” in which every ccTLD’s main address is listed so the rest of the Internet can find it. ICANN is also in the position where it can add new TLDs to the wider system, as it did in 2000 and 2004 when seven and six new TLDs respectively were “added to the root”.



[You Tube](#)



[Twitter](#)



[LinkedIn](#)



[Flickr](#)



[Facebook](#)



[RSS Feeds](#)



[Community Wiki](#)



[ICANN Blog](#)

Who We Are

[Get Started](#)

[Learning](#)

[Participate](#)

[Groups](#)

[Board](#)

[President's
Corner](#)

[Staff](#)

[Careers](#)

[Newsletter](#)

[Development
and Public
Responsibility](#)

Contact Us

[Offices](#)

[Global Support](#)

[Security Team](#)

[PGP Keys](#)

[Certificate
Authority](#)

[Registry Liaison](#)

[Specific
Reviews](#)

[Organizational
Reviews](#)

[Request a
Speaker](#)

[For Journalists](#)

Accountability & Transparency

[Accountability
Mechanisms](#)

[Independent
Review
Process](#)

[Request for
Reconsideration](#)

[Ombudsman](#)

Governance

[Documents](#)

[Agreements](#)

[Specific
Reviews](#)

[Annual Report](#)

[Financials](#)

[Document
Disclosure](#)

[Planning](#)

[KPI Dashboard](#)

[RFPs](#)

[Litigation](#)

[Correspondence](#)

Help

[Dispute
Resolution](#)

[Domain Name
Dispute
Resolution](#)

[Name Collision](#)

[Registrar
Problems](#)

[WHOIS](#)

EXHIBIT D

GET
STARTEDNEWS &
MEDIA

POLICY

PUBLIC
COMMENT

RESOURCES

COMMUNITY

IANA
STEWARDSHIP
& ACCOUNTABILITY

Resources

 About [ICANN](#) Board Accountability Governance Groups

Business

Civil Society

 Contractual
Compliance Registrars Registries

GDD Metrics

 Identifier
Systems
Security, [Stability](#)
and Resiliency
(IS-SSR) ccTLDs Internationalized
Domain Names Universal
Acceptance
Initiative

FAQs

This page is available in:

English | [العربية](#) | [Deutsch](#) | [Español](#) | [Français](#) | [Italiano](#) | [日本語](#) | [한국어](#) | [Português](#) | [Русский](#) | [中文](#)What are the rules for registration of [gTLD](#) names?

The rules vary depending on the nature of the [gTLD](#). For an overview of all [gTLDs](#), see <http://www.icann.org/registrar-reports/accredited-list.html>. You can get additional information on how to register [gTLD](#) names by contacting an [ICANN-accredited registrar](#). A list of all [ICANN-accredited registrars](#) is also available [here](#).

Are [gTLD](#) names available for registration on a global basis?

Yes, these domains are available for registration by Internet users across the globe; also, [ICANN-accredited registrars](#) are located in countries around the world.

- View a list of [Domain Name Registrars Sorted by Country](#)

I've seen domain names ending with two-letter combinations, like [.uk](#). What are the rules for registering in these domains?

Two letter domains, such as [.uk](#), [.de](#) and [.jp](#) (for example), are called country code top-level domains (ccTLDs) and correspond to a country, territory, or other geographic location. The rules and policies for registering ccTLDs vary significantly and a number of ccTLDs are reserved for use by citizens of the corresponding country.

Some [ICANN-accredited registrars](#) provide registration services in the ccTLDs, however, [ICANN](#) does not accredit registrars or set registration policies for ccTLDs. For details about [ccTLD](#) registration policies, you should contact the designated country code manager.

 Policy

 Public Comment

[Root Zone KSK Rollover](#)

 Technical Functions

 Contact

 Help

- [View a list of all delegated ccTLDs & their designated managers](#)

Will my name and contact information become publicly available?

Information about who is responsible for domain names is publicly available to allow rapid resolution of technical problems and to permit enforcement of consumer protection, trademark, and other laws. The registrar will make this information available to the public on a "Whois" site. It is however possible to register a domain in the name of a third party, as long as they agree to accept responsibility -- ask your registrar for further details.

How long does a registration last? Can it be renewed?

Each registrar has the flexibility to offer initial and renewal registrations in one-year increments, provided that the maximum remaining unexpired term shall not exceed ten years.

How do I find out about becoming an [ICANN](#)-accredited registrar?

[Click here](#) for an explanation of what you need to do to become an [ICANN](#)-accredited registrar and [ICANN's](#) accreditation policies.

- View [ICANN's Registrar Accreditation Agreement](#)

I already have a domain name registered, but I don't know who the sponsoring registrar is. How can I find out which company I registered my domain with?

To access information regarding registered domains; please go to the [InterNIC Registry Whois Service](#). For some top-level domains, the results of a successful search will contain only technical information about the registered domain name and referral information for the registrar of the domain name. In the Shared Registration System model, registrars are responsible for maintaining Whois domain name contact information. Please refer to the registrar's Whois service for additional information.

Can I change registrars after registering a domain name?

Yes, you may change the registrar sponsoring your domain name (beginning 60 days after initial registration). For details on the transfer process, contact the registrar you would like to assume sponsorship of the registration.

- [Registrar Directory](#)

I have seen advertisements for domain-name registration by companies not in the accredited registrar directory. Are these legitimate?

Many companies that are not accredited by [ICANN](#) offer domain registration services -- some are reselling names obtained from accredited registrars. [ICANN](#) recommends that you deal directly with an accredited registrar.

- View a complete list of [ICANN-Accredited Registrars](#)

Someone else has registered my company's name as a domain name. What is the process for resolving my complaint?

All [ICANN](#)-accredited registrars follow a uniform dispute resolution policy. Under that policy, disputes over entitlement to a domain-name registration are ordinarily resolved by court litigation between the parties claiming rights to the registration. Once the court rules on who is entitled to the registration, the registrar will implement that ruling. In disputes arising from registrations allegedly made abusively (such as "cyber-squatting" and "cyber-piracy"), the uniform policy provides an expedited administrative procedure to allow the dispute to be resolved without the cost and delays often encountered in court litigation. In these cases, you can invoke the administrative procedure by filing a complaint with one of the dispute-resolution service providers.

- [Learn more about ICANN's Uniform Dispute Resolution Policy](#)
- [Visit UDRP Frequently Asked Questions on the InterNIC website](#)
- [View a list of ICANN's Approved UDRP Providers](#)

If I have customer service questions or problems related to my domain name registration, whom should I contact?

You should contact the registrar that registered your domain name.

- [How do I find out who my registrar is?](#)
- [Find registrar contact details in the Accredited Registrar Directory](#)

If I'm having a problem with my registrar, should I report it

to ICANN?

If you have a problem with one of the registrars, you should first try to resolve it with that registrar.

If you cannot resolve your complaint with the registrar, you should address it to private-sector agencies involved in addressing customer complaints or governmental consumer-protection agencies. The appropriate agency will vary depending on the jurisdiction of the registrar and the customer.

All registrars with direct access to the .aero, .biz, .com, .coop, .info, .museum, .name, .net, .org, and .pro registries are accredited for this purpose by the Internet Corporation for Assigned Names and Numbers (ICANN). ICANN does not resolve individual customer complaints. ICANN is a technical-coordination body. Its primary objective is to coordinate the Internet's system of assigned names and numbers to promote stable operation.

Although ICANN's limited technical mission does not include resolving individual customer-service complaints, ICANN does monitor such complaints to discern trends. If you would like to submit a complaint about a registrar for ICANN's records, please use the [Registrar Problem Report Form](#) located at the InterNIC website. As a courtesy, ICANN will forward your complaint to the registrar for review and further handling. (Please note that there is no guarantee that the registrar will reply.)

- Find registrar contact details in the [Accredited Registrar Directory](#)
- Submit a registrar complaint through the [Registrar Problem Report Form](#)

My registrar won't let me transfer my domain, what do I do?

If you're having trouble transferring your domain from one registrar to another, you should contact the registrar you want to transfer to for assistance. If your preferred registrar is having any trouble processing your transfer, your registrar can obtain assistance from ICANN or the registry operator as appropriate.

Registrars are not permitted to deny transfer requests arbitrarily. ICANN has no policy that permits or requires registrars to deny outgoing transfer requests solely because the registration is within X number of days before expiration. In any case where a "losing" registrar does deny a transfer request, it is required to provide the "gaining" registrar with a notice of the denial and a specific reason for the denial.

For your reference, the "Policy on Transfer of Sponsorship of Registrations

Between Registrars" is set forth in [Exhibit B to the Registry-Registrar Agreement](#). For details on updates to ICANN's transfer policies, please refer to <http://www.icann.org/transfers/>.

I want a domain that has recently expired, but the registrar won't release it. How can I get the name?

[Section 3.7.5](#) of the Registrar Accreditation Agreement requires registrars to delete domain registrations after a second notice and a grace period, unless there are "extenuating circumstances." Some examples of such "extenuating circumstances" might include ownership disputes, payment disputes, or lame server delegations. Only the registrar would know exactly why it hasn't yet deleted a particular name. No specific dates or deadlines are prescribed in the current provisions.

ICANN has not yet adopted a uniform policy concerning the handling of expired domain names. If you're interested in helping to craft such a policy, you can learn more about ICANN's bottom-up, consensus-based process for making new policies at ICANN's website.

- [Participate in ICANN](#)

What is ICANN?

The Internet Corporation for Assigned Names and Numbers (ICANN) is responsible for managing and coordinating the [Domain Name System \(DNS\)](#) to ensure that every address is unique and that all users of the Internet can find all valid addresses. It does this by overseeing the distribution of unique IP addresses and domain names. It also ensures that each domain name maps to the correct IP address.

ICANN is also responsible for accrediting the domain name registrars. "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.

ICANN's role is very limited, and it is not responsible for many issues associated with the Internet, such as financial transactions, Internet content control, spam (unsolicited commercial email), Internet gambling, or data protection and privacy.

- [Learn more about ICANN](#)
- [What is DNS?](#)

- View [ICANN's Registrar Accreditation Agreement](#)

What is InterNIC?

The InterNIC website is operated by [ICANN](#) to provide the public information regarding Internet domain name registration services.

Visit the InterNIC website to:

- Search domain records in the [Registry Whois](#)
- Find registrar contact details in the [Accredited Registrar Directory](#)
- File a registrar complaint through the [Registrar Problem Report Form](#)
- Report inaccurate Whois data through the [Whois Data Problem Report Form](#)

Is [ICANN](#) the proper authority to report spam?

No. [ICANN](#) is a private, non-profit technical coordination body for the Internet's name and numbering systems. The content of an e-mail message, ftp file, or web page bear no inherent relation to the assigned domain name, and therefore fall outside of [ICANN's](#) policy-making scope. If you have a problem with the way somebody is using the Internet, you should take it up directly with that person or with the applicable Internet Service Provider or governmental agency depending on the circumstances.

If you believe that Whois data was used as the source of address data for this mailing, we encourage you to complain to the sponsoring registrar. Use of Whois data to send spam is a violation of every [ICANN](#)-accredited registrar's terms of use for Whois data.

Also, if the content is of an illegal nature, or you believe that you are being spammed in violation of the law, you may want to seek legal advice and/or bring your concerns to the attention of a relevant governmental law enforcement agency.

What is the [Domain Name System](#)?

The [Domain Name System](#) (DNS) helps users to find their way around the Internet. Every computer on the Internet has a unique address - just like a telephone number - which is a rather complicated string of numbers. It is called its "IP address" (IP stands for "Internet Protocol"). IP Addresses are hard to remember. The [DNS](#) makes using the Internet easier by allowing a

familiar string of letters (the "domain name") to be used instead of the arcane IP address. So instead of typing 207.151.159.3, you can type www.internic.net. It is a "mnemonic" device that makes addresses easier to remember.

What does it mean to "register" a domain name?

The Internet domain name system (DNS) consists of a directory, organized hierarchically, of all the domain names and their corresponding computers registered to particular companies and persons using the Internet. When you register a domain name, it will be associated with the computer on the Internet you designate during the period the registration is in effect. From that computer, you can create a website which will be accessible to Internet users around the world.

How do I register a domain name?

Domain names can be registered through many different companies (known as "registrars") that compete with one another. A listing of these companies appears in the [Registrar Directory](#) on this site.

The registrar you choose will ask you to provide various contact and technical information that makes up the registration. The registrar will then keep records of the contact information and submit the technical information to a central directory known as the "registry." This registry provides other computers on the Internet the information necessary to send you e-mail or to find your web site. You will also be required to enter a registration contract with the registrar, which sets forth the terms under which your registration is accepted and will be maintained.



You Tube



Twitter



LinkedIn



Flickr



Facebook



[RSS Feeds](#)



[Community Wiki](#)



[ICANN Blog](#)

Who We Are

[Get Started](#)

[Learning](#)

[Participate](#)

[Groups](#)

[Board](#)

[President's
Corner](#)

[Staff](#)

[Careers](#)

[Newsletter](#)

[Development
and Public
Responsibility](#)

Contact Us

[Offices](#)

[Global Support](#)

[Security Team](#)

[PGP Keys](#)

[Certificate
Authority](#)

[Registry Liaison](#)

[Specific
Reviews](#)

[Organizational
Reviews](#)

[Request a
Speaker](#)

[For Journalists](#)

Accountability & Transparency

[Accountability
Mechanisms](#)

[Independent
Review
Process](#)

[Request for
Reconsideration](#)

[Ombudsman](#)

Governance

[Documents](#)

[Agreements](#)

[Specific
Reviews](#)

[Annual Report](#)

[Financials](#)

[Document
Disclosure](#)

[Planning](#)

[KPI Dashboard](#)

[RFPs](#)

[Litigation](#)

[Correspondence](#)

Help

[Dispute
Resolution](#)

[Domain Name
Dispute
Resolution](#)

[Name Collision](#)

[Registrar
Problems](#)

[WHOIS](#)

EXHIBIT E



GET STARTED

NEWS & MEDIA

POLICY

PUBLIC COMMENT

RESOURCES

COMMUNITY

IANA STEWARDSHIP & ACCOUNTABILITY

Resources

□ About ICANN

□ Board

□ Accountability

□ Governance

□ Groups

Business

Civil Society

Complaints Office

□ Contractual Compliance

□ Registrars

□ Registries

GDD Metrics

□ Identifier Systems Security, Stability and Resiliency (IS-SSR)

□ ccTLDs

□ Internationalized Domain Names

□ Universal

BYLAWS FOR INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS | A California Nonprofit Public-Benefit Corporation

As amended 1 October 2016

[ARTICLE 1 MISSION, COMMITMENTS AND CORE VALUES](#)

[ARTICLE 2 POWERS](#)

[ARTICLE 3 TRANSPARENCY](#)

[ARTICLE 4 ACCOUNTABILITY AND REVIEW](#)

[ARTICLE 5 OMBUDSMAN](#)

[ARTICLE 6 EMPOWERED COMMUNITY](#)

[ARTICLE 7 BOARD OF DIRECTORS](#)

[ARTICLE 8 NOMINATING COMMITTEE](#)

[ARTICLE 9 ADDRESS SUPPORTING ORGANIZATION](#)

[ARTICLE 10 COUNTRY-CODE NAMES SUPPORTING ORGANIZATION](#)

[ARTICLE 11 GENERIC NAMES SUPPORTING ORGANIZATION](#)

[ARTICLE 12 ADVISORY COMMITTEES](#)

[ARTICLE 13 OTHER ADVISORY MECHANISMS](#)

[ARTICLE 14 BOARD AND TEMPORARY COMMITTEES](#)

[ARTICLE 15 OFFICERS](#)

[ARTICLE 16 POST-TRANSITION IANA ENTITY](#)

Acceptance Initiative	ARTICLE 17 CUSTOMER STANDING COMMITTEE
<input type="checkbox"/> Policy	ARTICLE 18 IANA NAMING FUNCTION REVIEWS
<input type="checkbox"/> Public Comment	ARTICLE 19 IANA NAMING FUNCTION SEPARATION PROCESS
Root Zone KSK Rollover	ARTICLE 20 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS
<input type="checkbox"/> Technical Functions	ARTICLE 21 GENERAL PROVISIONS
<input type="checkbox"/> Contact	ARTICLE 22 FISCAL AND STRATEGIC MATTERS, INSPECTION AND INDEPENDENT INVESTIGATION
<input type="checkbox"/> Help	ARTICLE 23 MEMBERS
	ARTICLE 24 OFFICES AND SEAL
	ARTICLE 25 AMENDMENTS
	ARTICLE 26 SALE OR OTHER DISPOSITION OF ALL OR SUBSTANTIALLY ALL OF ICANN'S ASSETS
	ARTICLE 27 TRANSITION ARTICLE
	ANNEX A: GNSO POLICY DEVELOPMENT PROCESS
	ANNEX A-1: GNSO EXPEDITED POLICY DEVELOPMENT PROCESS
	ANNEX A-2: GNSO GUIDANCE PROCESS
	ANNEX B: CCNSO POLICY-DEVELOPMENT PROCESS
	ANNEX C: THE SCOPE OF THE CCNSO
	ANNEX D: EC MECHANISM
	ANNEX E: CARETAKER ICANN BUDGET PRINCIPLES
	ANNEX F: CARETAKER IANA BUDGET PRINCIPLES
	ANNEX G-1
	ANNEX G-2

Section 2.1. GENERAL POWERS

Except as otherwise provided in the Articles of Incorporation or these Bylaws, the powers of ICANN shall be exercised by, and its property controlled and its business and affairs conducted by or under the direction of, the Board (as defined in Section 7.1). With respect to any matters that would fall within the provisions of Section 3.6(a)-(c), the Board may act only by a majority vote of all Directors. In all other matters, except as otherwise provided in these Bylaws or by law, the Board may act by majority vote of the Directors present at any annual, regular, or special meeting of the Board. Any references in these Bylaws to a vote of the Board shall mean the vote of only those Directors present at the meeting where a quorum is present unless otherwise specifically provided in these Bylaws by reference to "of all Directors."

Section 2.2. RESTRICTIONS

ICANN shall not act as a Domain Name System Registry or Registrar or Internet Protocol Address Registry in competition with entities affected by the policies of ICANN. Nothing in this Section 2.2 is intended to prevent ICANN from taking whatever steps are necessary to protect the operational stability of the Internet in the event of financial failure of a Registry or Registrar or other emergency.

Section 2.3. NON-DISCRIMINATORY TREATMENT

ICANN shall not apply its standards, policies, procedures, or practices inequitably or single out any particular party for disparate treatment unless justified by substantial and reasonable cause, such as the promotion of effective competition.

ARTICLE 3 TRANSPARENCY

Section 3.1. OPEN AND TRANSPARENT

ICANN and its constituent bodies shall operate to the maximum extent feasible in an open and transparent manner and consistent with procedures designed to ensure fairness, including implementing procedures to (a) provide advance notice to facilitate stakeholder engagement in policy development decision-making and cross-community deliberations, (b) maintain responsive consultation procedures that provide detailed explanations of the basis for decisions (including how comments have influenced the development of policy considerations), and (c) encourage fact-based policy development work. ICANN shall also implement procedures for the documentation and public disclosure of the rationale for decisions made by the Board and ICANN's

EXHIBIT F

GET
STARTEDNEWS &
MEDIA

POLICY

PUBLIC
COMMENT

RESOURCES

COMMUNITY

IANA
STEWARDSHIP
& ACCOUNTABILITY

Resources

 About ICANN Board Accountability Governance Groups

Business

Civil Society

 Contractual
Compliance Registrars Registries

GDD Metrics

 Identifier
Systems
Security, Stability
and Resiliency
(IS-SSR) ccTLDs

About Unauthorized Transfers and Changes of Registrant

This page is available in:

English | [العربية](#) | [Español](#) | [Français](#) | [Русский](#) | [中文](#)

If your domain name was transferred to another registrar or the Registrant's information was modified without your permission, please submit an [Unauthorized Transfer Complaint](#).

ICANN does not have contractual authority to require a registrar to transfer a domain name back to a different registrar or registrant, even if a transfer was the result of an unauthorized access to your email account or other login credentials. If you believe your domain name was transferred to another registrar or the registrant's information was modified without your authorization, please contact the registrar immediately for assistance. In certain cases, the registrar may be able to initiate a dispute under the [Transfer Dispute Resolution Policy](#).

A note about tracking cookies:

This site uses cookies to deliver an efficient user experience and to help us see how the site is used. If you would like to read more about the use of cookies, [click here](#)

This notice is intended to appear only the first time you visit the site on any computer. OK

[Policy](#)

[Public Comment](#)

[Root Zone KSK Rollover](#)

[Technical Functions](#)

[Contact](#)

[Help](#)



[You Tube](#)



[Twitter](#)



[LinkedIn](#)



[Flickr](#)



[Facebook](#)



[RSS Feeds](#)



[Community Wiki](#)



[ICANN Blog](#)

Who We Are

[Get Started](#)

[Learning](#)

[Participate](#)

[Groups](#)

[Board](#)

[President's Corner](#)

[Staff](#)

[Careers](#)

[Newsletter](#)

[Development](#)

Contact Us

[Offices](#)

[Global Support](#)

[Security Team](#)

[PGP Keys](#)

[Certificate Authority](#)

[Registry Liaison](#)

[Specific Reviews](#)

[Organizational Reviews](#)

Accountability & Transparency

[Accountability Mechanisms](#)

[Independent Review Process](#)

[Request for Reconsideration](#)

[Ombudsman](#)

Governance

[Documents](#)

[Agreements](#)

[Specific Reviews](#)

[Annual Report](#)

[Financials](#)

[Document Disclosure](#)

[Planning](#)

[KPI Dashboard](#)

[RFPs](#)

Help

[Dispute Resolution](#)

[Domain Name Dispute Resolution](#)

[Name Collision](#)

[Registrar Problems](#)

[WHOIS](#)

and Public
Responsibility

Request a
Speaker
For Journalists

Litigation
Correspondence

© 2016 Internet Corporation For Assigned Names and Numbers.

[Privacy Policy](#)

[Terms of Service](#)

[Cookie Policy](#)

EXHIBIT G

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jeffrey D. Kirk 113163 O'Connor and Associates 201 Mission Street, Suite 710 San Francisco, CA 94105</p> <p>TELEPHONE NO.: 415-693-9960 FAX NO.(Optional): 415-692-6537</p> <p>E-MAIL ADDRESS (Optional): jeff@joclaw.com</p> <p>ATTORNEY FOR (Name): Plaintiff</p>	<p>FOR COURT USE ONLY</p> <p>ELECTRONICALLY FILED</p> <p><i>Superior Court of California, County of San Francisco</i></p> <p>04/17/2017</p> <p>Clerk of the Court BY: EDWARD SANTOS Deputy Clerk</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco</p> <p>STREET ADDRESS: 400 McAllister Street</p> <p>MAILING ADDRESS:</p> <p>CITY AND ZIP CODE: San Francisco, CA 94105</p> <p>BRANCH NAME:</p>	
<p>PLAINTIFF/PETITIONER: SURAJ KUMAR RAJWANI, an individual</p> <p>DEFENDANT/RESPONDENT: B52 Media LLC, a Limited Liability Company; JONATHAN BIERER as personal representative</p>	
<p>CASE MANAGEMENT STATEMENT</p> <p>(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE <input type="checkbox"/> LIMITED CASE (Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)</p>	<p>CASE NUMBER: CGC-16-554684</p>
<p>A CASE MANAGEMENT CONFERENCE is scheduled as follows: Date: 5/10/2017 Time: 10:30 AM Dept.: 610 Div.: Room: Address of court (if different from the address above):</p> <p><input type="checkbox"/> Notice of Intent to Appear by Telephone, by (name):</p>	

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties** (answer one):
 - a. This statement is submitted by party (name): **Suraj Kumar Rajwani**
 - b. This statement is submitted **jointly** by parties (names):

2. **Complaint and cross-complaint** (to be answered by plaintiffs and cross-complainants only)
 - a. The complaint was filed on (date): **10/6/2016**
 - b. The cross-complaint, if any, was filed on (date):

3. **Service** (to be answered by plaintiffs and cross-complainants only)
 - a. All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - b. The following parties named in the complaint or cross-complaint
 - (1) have not been served (specify names and explain why not):
 - (2) have been served but have not appeared and have not been dismissed (specify names):
Internet Corporation for Assigned Names and Numbers (ICANN)
 - (3) have had a default entered against them (specify names):
 - c. The following additional parties may be added (specify names, nature of involvement in case, and the date by which they may be served):

4. **Description of case**
 - a. Type of case in complaint cross-complaint (Describe, including causes of action):
COMPLAINT FOR BREACH OF CONTRACT; FRAUD; CONVERSION; BUSINESS AND PROFESSIONS CODE §17200 AND QUIET TITLE

PLAINTIFF/PETITIONER: SURAJ KUMAR RAJWANI, an individual	CASE NUMBER: CGC-16-554684
DEFENDANT/RESPONDENT: B52 Media LLC, a Limited Liability Company; JONATHAN BIERER as personal representative	

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)
 Plaintiff entered into a contract with defendants B52 Media LLC and Lonnie Borck to purchase the domain name "funding.com". Defendants agreed to allow plaintiff "full use and access" to the name upon payment of \$250,000. Plaintiff paid \$250,000 but was never allowed full use and access to the domain name.

(If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. **Jury or nonjury trial**

The party or parties request a jury trial a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial): Plaintiff, Suraj Kumar Rajwani

6. **Trial date**

- a. The trial has been set for (date):
 b. No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):
 c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):
 November through December 2017, due to conflicting trials.

7. **Estimated length of trial**

The party or parties estimate that the trial will take (check one):

- a. days (specify number): Five (5)
 b. hours (short causes) (specify):

8. **Trial representation** (to be answered for each party)

The party or parties will be represented at trial by the attorney or party listed in the caption by the following:

- a. Attorney:
 b. Firm:
 c. Address:
 d. Telephone number: f. Fax number:
 e. E-mail address: g. Party represented:
 Additional representation is described in Attachment 8.

9. **Preference**

This case is entitled to preference (specify code section):

10. **Alternative dispute resolution (ADR)**

- a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.
 (1) For parties represented by counsel: Counsel has has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
 (2) For self-represented parties: Party has has not reviewed the ADR information package identified in rule 3.221.
 b. **Referral to judicial arbitration or civil action mediation** (if available).
 (1) This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under of Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
 (2) Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
 (3) This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):

PLAINTIFF/PETITIONER: SURAJ KUMAR RAJWANI, an individual DEFENDANT/RESPONDENT: B52 Media LLC, a Limited Liability Company; JONATHAN BIERER as personal representative	CASE NUMBER: CGC-16-554684
---	-------------------------------

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (check all that apply and provide the specified information):

	The party or parties completing this form are willing to participate in the following ADR processes (check all that apply):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (attach a copy of the parties' ADR stipulation):
(1) Mediation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (specify):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

PLAINTIFF/PETITIONER: SURAJ KUMAR RAJWANI, an individual	CASE NUMBER: CGC-16-554684
DEFENDANT/RESPONDENT: B52 Media LLC, a Limited Liability Company; JONATHAN BIERER as personal representative	

11. Insurance

- a. Insurance carrier, if any, for party filing this statement (name):
- b. Reservation of rights: Yes No
- c. Coverage issues will significantly affect resolution of this case (explain):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case, and describe the status.

- Bankruptcy Other (specify):

Status:

13. Related cases, consolidation, and coordination

- a. There are companion, underlying, or related cases.
 - (1) Name of case:
 - (2) Name of court:
 - (3) Case number:
 - (4) Status:
- Additional cases are described in Attachment 13a.
- b. A motion to consolidate coordinate will be filed by (name party):

14. Bifurcation

- The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (specify moving party, type of motion, and reasons):

15. Other motions

- The party or parties expect to file the following motions before trial (specify moving party, type of motion, and issues):
There is a pending demurrer and motion to strike filed by intervenor Payments IP PTY, LTD which is scheduled for hearing on 4/28/17.

16. Discovery

- a. The party or parties have completed all discovery.
- b. The following discovery will be completed by the date specified (describe all anticipated discovery):

<u>Party</u>	<u>Description</u>	<u>Date</u>
Plaintiff	Written Discovery	6/30/2017
Plaintiff	Depositions	8/31/2017
Plaintiff	Expert Discovery	per code

- c. The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (specify):

PLAINTIFF/PETITIONER: SURAJ KUMAR RAJWANI, an individual DEFENDANT/RESPONDENT: B52 Media LLC, a Limited Liability Company; JONATHAN BIERER as personal representative	CASE NUMBER: CGC-16-554684
---	-------------------------------

17. **Economic litigation**

- a. This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. **Other issues**

- The party or parties request that the following additional matters be considered or determined at the case management conference (specify): Plaintiff would request that the court enter an order approving a stipulation between plaintiff and eNOM Inc. and WHOIS Privacy Protection Services Inc.

19. **Meet and confer**

- a. The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain):
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):

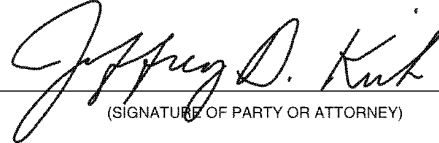
20. Total number of pages attached (if any): _____

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: 4/14/2017

Jeffrey D. Kirk _____
(TYPE OR PRINT NAME)

(TYPE OR PRINT NAME)

▶  _____
(SIGNATURE OF PARTY OR ATTORNEY)

(SIGNATURE OF PARTY OR ATTORNEY)

Additional signatures are attached.



1 John D. O'Connor (SBN 54238)
Jeffrey D. Kirk (SBN 113163)
2 Jessica Shafer (SBN 297856)
O'CONNOR AND ASSOCIATES
3 201 Mission Street, Suite 710
San Francisco, CA 94105
4 Telephone: (415) 693-9960
Facsimile: (415) 692-6537
5

6 Attorney for Plaintiff
SURAJ KUMAR RAJWANI

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF SAN FRANCISCO**

10 **UNLIMITED CIVIL CASE**

11
12 SURAJ KUMAR RAJWANI,

13 Plaintiff(s),

14 vs.

15 B52 MEDIA LLC, a Limited Liability
Company; LONNIE BORCK, an individual;
16 ICANN, a Corporation;

17 Defendant(s).

Case No. CGC-16-554684

**STIPULATION RE: DISCLAIMER
OF INTEREST BY eNOM, INC. AND
WHOIS PRIVACY PROTECTION
SERVICE, INC.**

18
19 IT IS HEREBY STIPULATED by and between plaintiff and eNOM, INC. (whose
20 actual corporate name is eNom, Incorporated) and WHOIS PRIVACY PROTECTION
21 SERVICE INC. (whose actual corporate name is Whois Privacy Protection Services, Inc.),
22 through their respective attorneys of record, as follows:

23 **Recitals of Fact**

24 WHEREAS eNOM, Inc. is the registrar for the "funding.com" domain name;

25 WHEREAS WHOIS PRIVACY PROTECTION SERVICE, INC., a domain name proxy
26 service, is currently listed in the WHOIS database as the registrant of the "funding.com" domain
27

28

Stipulation Re: Disclaimer of Interest etc.

1 name pursuant to its service agreement with the actual registrant of the "funding.com" domain
2 name;

3 WHEREAS eNOM, Inc. and WHOIS PRIVACY PROTECTION SERVICE, INC. are
4 named as defendants in the second amended complaint as holding some right, title or interest in
5 the "funding.com" domain name;

6 WHEREAS eNOM, Inc. and WHOIS PRIVACY PROTECTION SERVICE, INC. deny
7 holding any right, title, or interest in the "funding.com" domain name and disclaim any right,
8 title or interest in the "funding.com" domain name;

9 WHEREAS eNOM, Inc. has represented to plaintiff's counsel that it has locked the
10 "funding.com" domain name and will not allow the transfer of the domain name until the parties
11 have settled the dispute or the court has ruled as to who is entitled to the domain name;

12 WHEREAS eNOM, Inc. and WHOIS PRIVACY PROTECTION SERVICE, INC. will
13 stipulate to observe and honor any court ruling regarding the ownership of the "funding.com"
14 domain name by arranging a transfer of that domain name to the person determined to be
15 entitled thereto;

16 WHEREAS in light of the foregoing, eNOM, Inc. and WHOIS PRIVACY
17 PROTECTION SERVICE, INC. do not wish to participate as litigants in this lawsuit and
18 plaintiff does not wish to pursue any claims against eNOM, Inc. and WHOIS PRIVACY
19 PROTECTION SERVICE, INC.;

20 WHEREAS in consideration of the stipulation, WHOIS PRIVACY PROTECTION
21 SERVICE, INC. will provide the name of the actual registrant of the funding.com domain
22 name;

23 NOW IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

- 24 1. The Recitals of Fact set forth above are incorporated by reference herein.
25 2. eNOM, Inc. and WHOIS PRIVACY PROTECTION SERVICE, INC. hereby
26 disclaim any right, title, interest, or other claim with respect to the "funding.com" domain name.
27


1 3. eNOM, Inc. hereby confirms that it has "locked" the "funding.com" domain
2 name such that no further transfers will occur. It will observe and honor any court ruling
3 regarding the ownership of the "funding.com" domain name by a transfer of that domain name
4 to the person determined by stipulation of the parties or court order to be entitled thereto, and
5 will provide to plaintiff evidence of the transfer of the "funding.com" domain name.

6 4. WHOIS PRIVACY PROTECTION SERVICE, INC. will provide the name of
7 the actual registrant of the "funding.com" domain name within 15 days after service of a notice
8 of entry of order approving this stipulation.

9 5. eNOM Inc. and WHOIS PRIVACY PROTECTION SERVICE INC. will not be
10 required to otherwise respond to the complaint or participate in the litigation in any way.

11
12 Dated: January 30, 2017

O'CONNOR & ASSOCIATES

13
14 
15 By Jeffrey D. Kirk, Esq.
16 Attorney for Plaintiff
SURAJ KUMAR RAJWANI

17
18 Dated: January 30, 2017

eNOM INC.

19
20 
21 By

22 Dated: January 30, 2017

23 WHOIS PRIVACY PROTECTION
SERVICE INC.

24
25 
26 By

27
28
Stipulation Re: Disclaimer of Interest etc.

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: NAME: Jeffrey D. Kirk 113163 FIRM NAME: O'Connor and Associates STREET ADDRESS: 201 Mission Street, Suite 710 CITY: San Francisco STATE: CA ZIP CODE: 94105 TELEPHONE NO.: 415-693-9960 FAX NO.: 415-692-6537 E-MAIL ADDRESS: jeff@joclaw.com ATTORNEY FOR (name): Plaintiff	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94105 BRANCH NAME:	CASE NUMBER: CGC-16-554684
PLAINTIFF/PETITIONER: SURAJ KUMAR RAJWANI, an individual	JUDICIAL OFFICER:
DEFENDANT/RESPONDENT: B52 Media LLC, a Limited Liability Company; JONATHAN BIERER as personal representative	DEPARTMENT:
PROOF OF ELECTRONIC SERVICE	

1. I am at least 18 years old.
 - a. My residence or business address is (specify):
 O'Connor and Associates, 201 Mission Street, Suite 710, San Francisco, CA 94105
 - b. My electronic service address is (specify):
 jeff@joclaw.com

2. I electronically served the following documents (exact titles):
PLAINTIFF SURAJ KUMAR RAJWANI'S CASE MANAGEMENT STATEMENT

The documents served are listed in an attachment. (Form POS-050(D)/EFS-050(D) may be used for this purpose.)

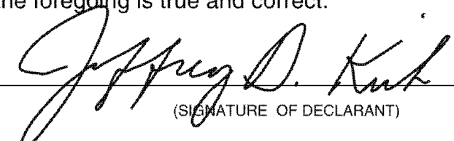
3. I electronically served the documents listed in 2 as follows:
 - a. Name of person served:
 On behalf of (name or names of parties represented, if person served is an attorney):
 - b. Electronic service address of person served:
 - c. On (date): **4/14/2017**

The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment. (Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: **4/14/2017**

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

Jeffrey D. Kirk
 (TYPE OR PRINT NAME OF DECLARANT)


 (SIGNATURE OF DECLARANT)

SHORT TITLE: Rajwani v. B52	CASE NUMBER: CGC-16-554684
--------------------------------	-------------------------------

ATTACHMENT TO PROOF OF ELECTRONIC SERVICE (PERSONS SERVED)

(This attachment is for use with form POS-050/EFS-050.)

NAMES, ADDRESSES, AND OTHER APPLICABLE INFORMATION ABOUT PERSONS SERVED:

Name of Person Served

Electronic Service Address

Date of Electronic Service

(If the person served is an attorney, the party or parties represented should also be stated.)

Kenneth E. Keller	kkeller@ksrh.com	Date: 4/14/17 _____
Daniel Bedell	dbedell@atwiplaw.com	Date: 4/14/17 _____
Andrew T. Oliver	aoliver@atwiplaw.com	Date: 4/14/17 _____
Amanda Pushinsky	apushinsky@jonesday.com	Date: 4/14/17 _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____
		Date: _____

1 **PROOF OF SERVICE**

2 I, Diane E. Sanchez, declare:

3 I am a citizen of the United States and employed in Los Angeles County, California. I am
4 over the age of eighteen years and not a party to the within-entitled action. My business address
5 is 555 South Flower Street, Fiftieth Floor, Los Angeles, California 90071.2300. On June 2,
6 2017, I served a copy of the within document(s):

7 **DECLARATION OF AMANDA PUSHINSKY IN SUPPORT OF DEMURRER AND**
8 **REQUEST FOR JUDICIAL NOTICE**

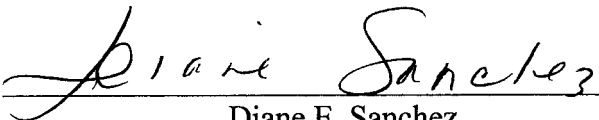
- 9 by placing the document(s) listed above in a sealed envelope with postage thereon
10 fully prepaid, in the United States mail at Los Angeles, California addressed as set
11 forth below.
- 12 by personally delivering the document(s) listed above to the person(s) at the
13 address(es) set forth below.
- 14 By E-MAIL OR ELECTRONIC TRANSMISSION. Based on a court order or an
15 agreement of the party to accept service by e-mail or electronic transmission, I
16 caused the documents to be sent to the persons at the e-mail addresses listed below.
17 I did not receive, within a reasonable time after the transmission, any electronic
18 messages or other indication that the transmissions were unsuccessful.

19 ***See Attached Service List***

20 I am readily familiar with the firm's practice of collection and processing correspondence
21 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
22 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
23 motion of the party served, service is presumed invalid if postal cancellation date or postage
24 meter date is more than one day after date of deposit for mailing an affidavit.

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

27 Executed on June 2, 2017, at Los Angeles, California.

28 
Diane E. Sanchez

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SERVICE LIST

Jeff Kirk
O'CONNOR AND ASSOCIATES
201 Mission Street, Suite 710
San Francisco, CA 94105
jeff@joclaw.com

Counsel for Plaintiff Mr. Rajwani

Kenneth Keller
Keller Sloan Roman Holland LLP
555 Montgomery St.
San Francisco, CA 94111
kkeller@ksrh.com

Counsel for Defendants B52 Media LLC and
Jonathan W. Bierer

Andrew T. Oliver
Daniel Bedell
Amin Turocy & Watson LLP
160 West Santa Clara Street, Suite 975
San Jose CA 95113
aoliver@atiplaw.com
dbedell@atwiplaw.com

Counsel for Payments IP Pty Ltd.

Joseph Gratz
Durie Tangri LLP
217 Leidesdorff Street,
San Francisco, CA 94111
415-362-6666
jgratz@durietangri.com

Counsel for eNOM, Inc. and Whois Privacy
Protection Service