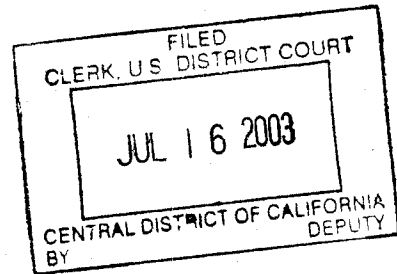Stuart M. Brown (SBN 170028)
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JUL 16 2003

CENTRAL DISTRICT OF CALIFORNIA
BY   DEPUTY

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

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DOTSTER, INC., a Washington corporation, GO DADDY SOFTWARE, INC., an Arizona corporation, and eNOM, INC., a Washington corporation Plaintiffs, v. INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS, a California corporation, Defendant.	Case No. 03-5045 (MANx) **COMPLAINT:** **(1.) DECLARATORY JUDGMENT** **(2.) BREACH OF CONTRACT** **(Demand for Jury Trial)**

Plaintiffs, Dotster, Inc., Go Daddy Software, Inc., and eNOM, Inc.

(collectively, "Plaintiffs") file this Complaint against Defendant Internet Corporation

for Assigned Names and Numbers ("Defendant") and allege as follows:

1.

JURISDICTION

1. This Court has jurisdiction over this action pursuant to the provisions of 28 U.S.C. § 1332(a)(1) and 28 U.S.C. § 2201, as there is complete diversity of citizenship between the parties and the amount in controversy exceeds the sum or value of $75,000, exclusive of interest and costs.

VENUE

2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391(a) and (c), as the defendant is a corporation organized under the laws of the state of California. Additionally, the contract between Plaintiffs and Defendant that forms the basis of this litigation states that venue for any litigation concerning the contract will be a court located in Los Angeles, California, USA.

PARTIES AND PERSONAL JURISDICTION

3. Plaintiff, Dotster, Inc., is a Washington corporation with its principal place of business in the State of Washington.

4. Plaintiff, Go Daddy Software, Inc., is an Arizona corporation with its principal place of business in the State of Arizona.

5. Plaintiff, eNOM, Inc. is a Washington corporation with its principal place of business in the State of Washington.

6. Defendant is a California non-profit corporation with its principal place of business in Marina Del Ray, California. Defendant is the entity charged with technical management of the Internet's addressing system, known as the domain name system (the "DNS").

7. The breach of the Plaintiffs' Registrar Accreditation Agreements alleged in this Complaint occurred and arose in the Central District of California.

8. The value of each Plaintiffs' interest that will be affected by this action is greater than $75,000.

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ALLEGATIONS COMMON TO ALL CLAIMS

Background of the Domain Name System

9. Each computer connected to the Internet is identified by a unique numeric code, known as an Internet Protocol address, or IP address. A computer's IP address denotes both its physical and virtual location.

10. In order to locate a particular computer, its IP address must be determined. However, IP addresses can contain up to 12 digits, and can be difficult to remember. For that reason, Internet-connected computers can also be located by a domain name, an alphanumeric phrase which is tied to a specific IP address (a "Domain").

11. The United States Department of Commerce has delegated authority to administer the DNS to Defendant.

12. Defendant has delegated its authority for registering Domains to certain third parties, referred to as Registries. Two Registries include VeriSign Global Registry Services, a division of VeriSign, Inc., (which is the Registry responsible for managing the top level domains (or TLDs) .COM and .NET), and The Public Interest Registry, (which is the Registry responsible for managing the .ORG TLD).

13. A corporation that is approved by Defendant to register Domains for the public and enters into a Registrar Accreditation Agreement (an "Accreditation Agreement") with Defendant is known as a Registrar. Registrars are responsible to register Domains through Registries with Defendant. Plaintiffs are all Registrars. An individual or corporation wishing to register a particular Domain, and thereby obtain the right to control that Domain, must do so through a Registrar. The Registrar then provides the individual or corporation's information to the applicable Registry, who assigns the particular domain to the individual or corporation (a "Registrant").

14. Domains are registered for a limited period of time. If that period expires without renewal by the Registrant, the Domain registration is deleted and the Domain again becomes available for registration by the first Registrant who requests

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registration. Currently, several Registrars offer services that allow a potential Registrant to attempt to register expired Domains almost immediately after their expiration.

The Registrar Accreditation Agreement

15. As Registrars, each Plaintiff has entered into an identical Accreditation Agreement with Defendant. In connection with the Accreditation Agreement, each Plaintiff has paid accreditation fees to Defendant in an amount greater than $75,000. Under the Accreditation Agreement, Registrars are granted the right to register Domains in accordance with Defendant's procedures. The most recent version of the Accreditation Agreement is dated May 2001 and is attached hereto as Plaintiffs' Exhibit 1 and incorporated herein by this reference. All Registrars are required to sign the Accreditation Agreement without modification. Defendant and all Plaintiffs are party to the Accreditation Agreement.

16. The Accreditation Agreement obligates each Registrar to comply with Defendant's existing specifications and policies regarding the DNS. Section 4.1.1 of the Accreditation Agreement specifies that Registrars are only required to comply with additional specifications and policies that are established by Defendant as Consensus Policies.

17. Section 4.3 of the Accreditation Agreement provides that a new specification or policy can only become official policy of Defendant, and thereby bind Registrars, if a consensus can be reached among Internet stakeholders, including Registrars such as Plaintiffs. Adoption of a Consensus Policy requires three steps: first, an action by Defendant's Board of Directors ("Board") establishing the specification or policy; second, a recommendation adopted by at least a two-thirds vote of the council of the Defendant-appointed supporting organization (which is Defendant's term for a formal committee within its structure) to which the matter is delegated; and third, the preparation of a written report and supporting materials that document the extent,

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nature and intensity of agreement and disagreement among impacted groups.

18. The Accreditation Agreement allows a Registrar to dispute the existence of a "consensus" by seeking review of the issue by an Independent Review Panel established under Defendant's bylaws. If the Panel concludes that a consensus does exist, and the Registrar continues to dispute the presence of a consensus, the Accreditation Agreement provides that a Registrar may file suit (or initiate arbitration) in Los Angeles, California to contest the issue, and the Registrar may seek specific performance of the requirement that a consensus be obtained under Section 5.1 of the Accreditation Agreement.

19. Section 2.3 of the Accreditation Agreement states:

"With respect to all matters that impact the rights, obligations, or role of Registrar, ICANN shall during the Term of this Agreement:

2.3.1 exercise its responsibilities in an open and transparent manner;

2.3.2 not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;

2.3.3 not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registrar for disparate treatment unless justified by substantial and reasonable cause; and

2.3.4 ensure, through its reconsideration and independent review policies, adequate appeal procedures for Registrar, to the extent it is adversely affected by ICANN standards, policies, procedures or practices."

20. If a Registrar feels that compliance by Defendant with any of the above obligations is an issue, Section 5.1 of the Accreditation Agreement allows the Registrar to initiate a lawsuit or arbitration requesting specific performance.

The Current System for Registering Expiring Domains

21. Domains may be registered for differing lengths of time. When the registration period for a Domain expires, the Domain goes back into the pool of available Domains unless the existing Registrant renews the registration.

22. When a Domain Registrant fails to renew his or her Domain, the Registrar with whom the Domain is registered has up to 45 days from the date the registration expires to send a "delete command" to the Registry.

23. After the delete command has been sent to the Registry, the Registry then places the Domain on a 30-day redemption grace period ("Redemption Period"). During the Redemption Period, the Domain Registrant can either decide to renew the Domain by filling out a form to retain ownership of the Domain and complete a renewal or to take no action and allow the Domain to be deleted, as described below.

24. If a Domain Registrant takes no action to renew the Domain and intends to allow the Domain to expire, once the Redemption Period ends, the Domain enters a "Pending Delete" status. When the Domain enters the Pending Delete status, the Domain is placed on a pending delete report, which is updated daily by the Registry for Registrars to download, should they wish to do so. The pending delete report is the complete list of all .COM and .NET Domains that are scheduled to be deleted on a particular day. The Pending Delete status lasts for five days. At the end of the five days, the Domain is deleted in a batch delete process, which takes place at 11am PST and usually lasts for less than one hour (the "Batch Delete"). There are typically approximately 25,000 Domains deleted daily in the Batch Delete. Currently, there are approximately 45 active, highly competitive Registrars using their connections to the Registry to obtain such Domains during Batch Deletes.

25. Due to the fierce competition between Registrars, the Registry has set up specialized equipment the Registrars use for the purpose of registering Domains that are being deleted. Such equipment is generally referred to as the "Batch Pool." The

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Batch Pool provides equal access for all Registrars attempting to register the Domains that are being deleted.

26. During a Batch Delete, each competing Registrar sends a command from their computers to the Registry computers attempting to register wanted Domains in the Batch Pool. The first competing Registrar to have their command accepted for the wanted Domain registers the Domain for its customer. A desirable Domain that is deleted during a Batch Delete will generally be re-registered within a few milliseconds of it being deleted by the Registry.

27. Potential Domain Registrants can choose from many different models offered by Registrars to obtain Domains during a Batch Delete, including, among other models, fixed price, first-come-first-serve, auction models, or contacting a Domain reseller.

28. Currently, each Registrar that attempts to obtain Domains during the Batch Delete sets its own pricing and has its own recommendations as to which is the best model for potential Domain Registrants. Potential Domain Registrants can register Domains deleted during the Batch Delete process from as low as $8.75 to as high as thousands of dollars.

Proposed Changes to the Existing Systems

29. VeriSign Global Registry Services, a division of VeriSign, Inc. ("VeriSign") is the Registry that maintains the central registries for the .COM and .NET Domains. In addition, VeriSign, Inc.'s wholly owned subsidiary, Network Solutions, Inc., is a Registrar. Each Registrar that registers .COM or .NET Domains can only do so through VeriSign, which receives $6 for each such Domain registration.

30. In late 2001, VeriSign proposed a change to Defendant's policies called Wait Listing Service or WLS. This change requires the approval of Defendant.

31. Under VeriSign's WLS proposal, a potential Registrant who wishes to register a Domain that is already registered can pay a fee for the opportunity to

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register that Domain if and when the current registration expires (that is the potential Registrant would obtain the Domain only if the current Registrant did not renew its registration). The WLS is a first-come first-served service, and only one WLS subscription may be purchased per Domain. Under the WLS, a Domain that is being deleted by the Registry would be checked to determine if a WLS subscription had been purchased for that Domain. If a WLS subscription has been purchased, the Domain would be generally registered to the WLS subscription holder. VeriSign would administer the WLS program, and would receive $24 for each WLS subscription, plus the standard $6 registration fee, should the WLS subscription result in the Domain being registered by the WLS subscription holder.

32. Under the proposed WLS, a person seeking to register an expiring Domain (at least one that has any commercial value) must not only pay the WLS subscription fee in order to obtain that expiring Domain, but would be forced or coerced to pay the additional $6 registration fee to VeriSign to register the Domain. In essence, the WLS subscription fee and the registration fee are tied together. For Domains of any value, a Potential Registrant cannot purchase one without purchasing the other.

33. Currently, many Registrars (including Plaintiffs) have competing services that offer functionality similar to WLS, but those services are able to compete to register a Domain that is being deleted only after the Domain has been deleted by the Registry. As those signed up for VeriSign's proposed WLS would have the "first shot" to register an expiring name, WLS would effectively replace the various "waiting list" services currently available through the various Registrars including those offered by Plaintiffs, creating a monopoly run by VeriSign in place of the currently competitive services offered by Plaintiffs and other Registrars.

34. VeriSign's position as the operator of the .COM and .NET Registries would allow it to operate WLS. A Registrar such as any of the Plaintiffs would not be able to implement a universal system such as WLS.

8.

Reaction To Proposed WLS

35. When the WLS was proposed by VeriSign, opposition was expressed by virtually all Registrars, and by a substantial number of other Internet stakeholders, on the grounds that WLS would restrict or eliminate competition in the provision of services to potential Registrants of expiring Domain , and increase prices to potential Registrants.

36. A Task Force of the Domain Name Supporting Organization ("Task Force"), a Supporting Organization of Defendant, was asked by the Defendant's Board of Directors to prepare a report and recommendations on WLS. The Task Force consulted the various constituents and determined that the consensus was overwhelmingly opposed to implementing the WLS, and recommended that the Board deny the WLS proposal, on the grounds that it would restrain competition, add to VeriSign's monopoly on the .COM and .NET Registries, and not benefit consumers.

37. After intense lobbying by, or on behalf of VeriSign, the Task Force was persuaded to include in its report conditions that should be placed on WLS, should the Board approve it. Specifically, the Final Report of the Task Force stated:

> "TR-TR Preferred Recommendation: **Recommendation to deny the WLS**:
>
> A.   The ICANN board move with all haste to implement and actively enforce the proposed Redemptions Grace Period for Deleted Names policy and practice
>
> B.   The ICANN Board **reject** Verisign's request to amend its agreement to enable it to introduce its proposed WLS.
>
> C.   The ICANN Board **reject** Verisign's request to trial the WLS for 12 months." (emphasis added).

The Task Force's final report, dated as of July 14, 2002, is attached as Plaintiffs'

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Exhibit 2 and is incorporated herein by this reference.

38. On August 23, 2002, Defendant's Board, in contravention of the Task Force recommendation that WLS not be adopted or implemented, and the consensus of the various constituencies in opposition to WLS, adopted a resolution authorizing Defendant's President and General Counsel to negotiate with VeriSign for the establishment of WLS. That resolution is attached as Plaintiffs' Exhibit 3 and is incorporated herein by this reference.

39. On September 9, 2002, pursuant to Section 4.3.2 of the Accreditation Agreement, Plaintiff Dotster submitted a request for review under the Independent Review Policy requesting an independent review of Defendants' actions and disputing the presence of a Consensus as required by the Accreditation Agreement. In contravention of Defendant's then-current Bylaws, Defendant did not, and to Plaintiffs' knowledge has not, established the required Independent Review Panel. That Independent Review request is attached as Plaintiff Dotster's Exhibit 4.

40. On September 12, 2002, pursuant to Defendant's policies, Plaintiff Dotster submitted a Reconsideration Request ("Request") and formal request for review under Defendant's Reconsideration Request Policy, asking Defendant to reconsider its August 23 decision. Plaintiff Dotster's Request is attached as Plaintiffs' Exhibit 5 and is incorporated herein by this reference.

41. On May 20, 2003, Defendant issued a Recommendation on Dotster's request, recommending that the Board take no action on Dotster's request. Defendant also indicated that it was not obligated to institute an independent review of its actions, as requested by Plaintiff Dotster. That Recommendation is attached as Plaintiffs' Exhibit 6 and is incorporated herein by this reference.

42. On June 2, 2003, Defendant's Board adopted the Recommendation issued on May 20, and again authorized negotiations between itself and VeriSign toward the establishment of WLS. Upon information and belief, those negotiations continue.

10.

VeriSign has announced that it will begin implementation of the WLS on October 11, 2003.

Plaintiffs' Injuries

43. Under the Accreditation Agreement, Defendant's liability to any Registrar for money damages resulting from any breach of the Accreditation Agreement by Defendant is limited to the amounts paid to Defendant as accreditation fees under the Accreditation Agreement. Although each Plaintiff has paid Defendant over $75,000 in Accreditation Fees, each Plaintiffs' damages, should the WLS be implemented, is far greater than those amounts. The implementation of WLS would eliminate a growing industry, and would reduce the choices available to consumers. Defendant's consideration of the WLS proposal has been arbitrary and capricious, and has violated its own written procedures in ignoring the overwhelming consensus of Internet stakeholders opposed to WLS.

44. Plaintiffs cannot be made whole from any damage claim against Defendant and will suffer irreparable harm if Defendant is not restrained from approving the implementation of WLS until it has complied with its obligations under the Accreditation Agreement. Additionally, if the WLS is implemented, Plaintiffs will not be able to maintain their present independent and competing systems for acquiring expiring Domains, so that when Defendant is required by this litigation to terminate the WLS until it has followed its consensus policy and considered the anti-competitive nature of the WLS (which will result in termination of the proposed WLS), Plaintiffs will be unable to return their systems to operational status.

45. Plaintiffs have no adequate remedy at law.

46. Plaintiffs are not, themselves, in default under the Accreditation Agreement.

FIRST CLAIM FOR RELIEF

(Declaratory Judgment)

47. Plaintiffs reallege paragraphs 1 through 47 above.

48. The Accreditation Agreement between Plaintiffs and Defendant obligates Defendant to refrain from unreasonably restraining competition, and to promote and encourage robust competition in the Domain industry.

49. Implementation of WLS would essentially allow VeriSign to become the sole provider of services to potential Registrants seeking to register expiring Domain names thereby eliminating the robust competition for registering expiring Domains currently offered by a number of Registrars and it will virtually eliminate competition in the provision of services to potential Registrants seeking to register expiring Domain names. If WLS is implemented, each Plaintiff will suffer substantial monetary damages in excess of $75,000.

50. The adoption of the WLS will unreasonably restrain competition in the breach of the Accreditation Agreements between Defendant and each of the Plaintiffs for which Plaintiffs have no immediate and adequate remedy at law.

51. Defendant's May 20 Recommendation denies that WLS restrains competition and rejects Plaintiff Dotster's arguments. Thus, an actual controversy exists between the parties concerning Defendant's contractual obligation to foster competition and avoid unreasonably restraining competition.

52. The Accreditation Agreements between Plaintiffs and Defendant obligate Defendant to establish proposed new policies and specifications only through a procedure that demonstrates that a consensus of Internet stakeholders agrees with the proposal. Approval of the WLS will require Defendant to amend the existing specifications and schedules of the Accreditation Agreements pertaining to the amounts that can be billed to those seeking Domains.

53. Defendant has disregarded the consensus requirements of the Accreditation Agreements, has denied that it must follow these requirements, has ignored that the consensus is opposed to implementation of the WLS, and is instead proceeding with private negotiations between itself and VeriSign, intended to culminate in the official

launch of WLS on October 11, 2003. An actual dispute exists between the parties with respect to Defendant's obligation to follow its consensus procedures, and whether a consensus actually opposing implementation of the WLS.

54. Section 2.3.3 of the Accreditation Agreements between Plaintiffs and Defendant obligates Defendant to "not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably" with respect to all matters that "impact the rights, obligations, or role of Registrar."

55. Defendant has breached its obligations under Section 2.3.3 of the Accreditation Agreement because there has been no justification for the implementation of the WLS, and results in harm to a substantial number of Registrars, including specifically Plaintiffs, and potential Domain Registrants.

56. For the above reasons, Plaintiffs seek, and are entitled to, a declaration of this Court that:

    a.   Defendant will be in breach of the Accreditation Agreements if it proceeds to approve the WLS because implementation of the WLS will unreasonably restrain competition in the provision of services to those potential Registrants attempting to register expiring Domain names; and that Defendant should deny VeriSign's WLS proposal on the grounds that it fails to promote and encourage robust competition, and violates Defendant's obligations under the Accreditation Agreement.

    b.   When deciding whether to approve WLS, Defendant is obligated to follow its consensus policy for the establishment of new specifications and policies, as detailed in the Accreditation Agreement; that a consensus has been established by the Task Force rejecting the proposed WLS; and that Defendant is contractually required to comply with the established consensus.

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57. Plaintiffs are entitled to a Temporary Restraining Order, preliminary injunction, and permanent injunction prohibiting Defendant from approving any further steps toward the implementation of WLS until such time as Defendant has complied with its contractual obligations.

SECOND CLAIM FOR RELIEF

(Specific Performance)

58. Plaintiffs reallege paragraphs 1 through 56 above.

59. Section 2.3.1 of the Accreditation Agreements between Plaintiffs and Defendant obligates Defendant to "exercise its responsibilities in an open and transparent manner" with respect to all matters that "impact the rights, obligations, or role of Registrar."

60. Defendant has breached Section 2.3.1 of the Accreditation Agreement by authorizing its General Counsel and President to negotiate exclusively with VeriSign to establish the implementation of WLS, a single-source provider of Domain "waiting list" services. The issues that Defendant and VeriSign are negotiating will dramatically impact Registrars, and the rights that they will have should WLS be implemented as scheduled.

61. These confidential negotiations prevent Registrars, including Plaintiffs, from meaningfully participating in discussions and decision-making that will impact Registrars' rights. Such confidentiality also results in Defendant making decisions in an essential vacuum, without the benefit of input regarding the far-reaching, and potentially disastrous impacts that specific implementation decisions will have on Registrars, including Plaintiffs.

62. Section 2.3.2 of the Accreditation Agreements between Plaintiffs and Defendant obligates Defendant to "not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition" with respect to all matters that "impact the rights, obligations, or role of Registrar."

14.

63. Currently, a robust and vibrant competition exists between approximately 45 Registrars to register Domains that are being deleted during Batch Deletes ("Competing Registrars"). The Competing Registrars compete with regards to the models that they use to attract potential Domain Registrants and with regards to the technology that they have developed, and which continues to develop. For example, Competing Registrars may use an auction model, a first-come, first-served model, or work with domain resellers. Each model has unique benefits, different price-points, and attracts a different type of potential Domain Registrant. Further, Competing Registrars compete against one another to develop the most effective technology with which to register expiring Domains.

64. Thus, Defendant has breached its obligations under Section 2.3.2 of the Accreditation Agreement because implementation of the WLS would result in a single-source, Registry service of obtaining expiring Domains, and would result in the Competing Registrars' services becoming "preempted" by the priority afforded to WLS subscriptions to register an expiring Domain, should a WLS subscription be purchased on such expiring Domain.

65. The WLS is unlike the services provided competitively by the Competing Registrars, as it is implemented by bypassing the normal return of Domains being deleted as part of the Batch Delete process and instead assigning them to the WLS subscription holder.

66. Section 2.3.3 of the Accreditation Agreements between Plaintiffs and Defendant obligates Defendant to "not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably" with respect to all matters that "impact the rights, obligations, or role of Registrar."

67. Defendant has breached its obligations under Section 2.3.3 of the Accreditation Agreement because there has been no justification for the implementation of the WLS, and results in harm to a substantial number of

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Registrars, including specifically Plaintiffs, and potential Domain Registrants.

68. In permitting VeriSign to implement the WLS, Defendant failed to follow the Consensus Policy procedures it was contractually obligated to employ in its Accreditation Agreements with each of the Plaintiffs.

69. The Accreditation Agreements between Plaintiffs and Defendant obligates Defendant to establish any proposed new policy or specification through a procedure that demonstrates that a consensus of Internet stakeholders agrees with the proposal. Section 4.3 of the Accreditation Agreements provides the procedure for establishing a consensus policy.

70. As part of the consensus policy process, Defendant requested that the Task Force that it established present recommendations to Defendant's Board. The Task Force recommended that WLS not be implemented.

71. Defendant has disregarded the results of the Task Force's recommendations and other consensus-establishing requirements, and is now proceeding with private negotiations between itself and VeriSign, which are intended to culminate in the implementation of WLS. None of the Plaintiffs, nor any other Registrar or Internet stakeholders have been allowed to participate in these negotiations.

72. Defendant's failure to follow the consensus requirements outlined in the Accreditation Agreement constitutes a breach of the Accreditation Agreement.

73. Plaintiffs have performed all of their obligations under the Accreditation Agreement.

74. Defendant should be required to specifically perform the Accreditation Agreement, as required by Section 5.1 of the Accreditation Agreement, and should be required to:

    a.   In accordance with its obligations under Section 2.3.1 of the Accreditation Agreement, fully inform all Registrars of the substance of any ongoing negotiations between Defendant and VeriSign regarding the

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WLS and to the extent required by the Accreditation Agreement, permit Registrars and other interested Internet stakeholders to participate in negotiations with Defendant and VeriSign regarding the implementation of WLS;

   b.   Act in accordance with its obligations under Section 2.3.2 of the Accreditation Agreement to promote competition by prohibiting the implementation of WLS in its present format;

   c.   Follow the consensus procedure provided for under the Accreditation Agreements and prohibit implementation of WLS until a consensus of Registrars approves implementation; and

   d.   Follow its own internal procedures in considering, and deciding on the merits of, Plaintiff Dotster's requests for review and reconsideration of implementation of the WLS.

   75. The negotiations between Defendant and VeriSign, if allowed to proceed, will irreparably harm Plaintiffs. That harm is not fully remediable at trial. A temporary restraining order, preliminary injunction, and permanent injunction should be issued preventing Defendant from any steps toward implementation of the WLS, until such time as Defendant has complied with its contractual obligations.

   WHEREFORE, Plaintiffs pray for relief against Defendant:

   1.   On Plaintiffs' First Claim for Relief, declaratory judgments as follows:

      a.   Defendant will be in breach of the Accreditation Agreements if it proceeds to approve the WLS because implementation of the WLS will unreasonably restrain competition in the provision of services to those potential Registrants attempting to register expiring Domain names; and that Defendant should deny VeriSign's WLS proposal on the grounds that it fails to promote and encourage robust competition, and violates of Defendant's obligations under

17.

the Accreditation Agreement; and

b.   When deciding whether to approve WLS, Defendant is obligated to follow its consensus policy for the establishment of new specifications and policies, as detailed in the Accreditation Agreement, that a consensus has been established by the Task Force rejecting the proposed WLS, and that Defendant is contractually required to comply with the established consensus.

2.   On Plaintiffs' Second Claim for Relief, an order of this court requiring Defendant to specifically perform the Accreditation Agreement, in particular requiring Defendant to:

a.   In accordance with its obligations under Section 2.3.1 of the Accreditation Agreement, fully inform all Registrars of the substance of any ongoing negotiations between Defendant and VeriSign regarding the WLS and to the extent required by the Accreditation Agreement, permit Registrars and other interested Internet stakeholders to participate in negotiations with Defendant and VeriSign regarding the implementation of WLS; and

b.   Follow its own internal procedures in considering, and deciding on the merits of, Plaintiff Dotster's requests for review and reconsideration of implementation of the WLS.

3.   On Plaintiffs' First and Second Claims for Relief, injunctive relief restraining Defendant from conducting further negotiations with VeriSign, as argued in Plaintiffs' Motion for a Temporary Restraining Order and Preliminary Injunction that accompanies this filing.

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4.   For such further additional relief as this court deems appropriate.

DATED this 15th day of July, 2003.

PRESTON GATES & ELLIS LLP

By _____
Stuart M. Brown
Aaron M. McKown
Attorneys for Plaintiffs
Dotster, Inc., Go Daddy
Software, Inc., and eNOM, Inc.