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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

14 VERANDAGLOBAL.COM, INC., a Florida
15 corporation, and BRYAN TALLMAN, a
16 California citizen,

17 Plaintiffs,

18 vs.

19 INTERNET CORPORATION FOR
20 ASSIGNED NAMES AND NUMBERS, INC., a
California Corporation, and DOES 1-10,

21 Defendants.
22

) Case No.: 23STCV19554

) Assigned to Hon. Stephen I. Goorvitch

) VERIFIED FIRST AMENDED COMPLAINT
) FOR:

) 1. UNFAIR COMPETITION LAW;

) 2. BREACH OF CONTRACT;

) 3. BREACH OF DUTY OF GOOD FAITH
) AND FAIR DEALING;

) 4. BREACH OF QUASI CONTRACT;

) 5. FRAUDULENT INDUCEMENT

) [Filed with Verifications, Exhibits A1, A2,
) B1, B2]

) DEMAND FOR JURY TRIAL
)

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1 COMES NOW Plaintiffs VerandaGlobal.com, Inc. d/b/a First Place Internet, Inc. (“FPI”)
2 and Bryan Tallman (“Tallman”) and for their First Amended Complaint (“Complaint”) against
3 Defendant Internet Corporation for Assigned Names and Numbers, Inc. (“ICANN”) allege as follows
4 on information and belief:

5 I. INTRODUCTION.

6 1. To address this Court’s February 15, 2024 Order on the Demurer, Plaintiffs initially
7 allege that on 26 June 2008 in Paris, France, ICANN adopted the following recommendation as
8 ICANN Policy, which approved single-character domain names:

9 Single and two-character U-labels on the top level and second level of a domain
10 name should not be restricted in general. At the top level, requested strings should
11 be analyzed on a case-by-case basis in the new gTLD process depending on the
12 script and language used in order to determine whether the string should be granted
13 for allocation in the DNS with particular caution applied to U-labels in Latin script
14 (see Recommendation 10 below). Single and two character labels at the second level
15 and the third level if applicable should be available for registration, provided they are
16 consistent with the IDN Guidelines. <[http://gnso.icann.org/issues/new-
17 gtlds/pdp-dec05-fr-parta-08aug07.htm](http://gnso.icann.org/issues/new-gtlds/pdp-dec05-fr-parta-08aug07.htm)>.

18 The specific language approving the recommendation was:

19 Resolved (2008.06.26.02), based on both the support of the community for New
20 gTLDs and the advice of staff that the introduction of new gTLDs is capable of
21 implementation, the Board adopts the GNSO policy recommendations for the
22 introduction of new gTLDs <[http://gnso.icann.org/issues/new-gtlds/pdp-dec05-fr-
23 parta-08aug07.htm](http://gnso.icann.org/issues/new-gtlds/pdp-dec05-fr-parta-08aug07.htm)>.¹

24 2. Plaintiffs seek to enforce ICANN’s Policies for Implementation and its Bylaws, which
25 are initially summarized in plain English and thereafter quoted verbatim throughout this Complaint,
26 requiring ICANN to permit Plaintiffs to register, control, and hold the same English Single-Character
27 domain names for the same .com/.net domain names that Plaintiffs originally registered in the Hebrew,
28 Katakana, and Hangul languages. Because ICANN’s Policies unambiguously permit others the right to
29 register and control English Single-Character domain names such as X.com, Z.com, and Q.net, there

30 ¹ https://www.icann.org/en/board-activities-and-meetings/materials/approved-resolutions-icanns-paris-meeting-26-06-2008-en#_Toc76113171 (first block quote) and https://www.icann.org/en/board-activities-and-meetings/materials/approved-resolutions-icanns-paris-meeting-26-06-2008-en#_Toc76113171 (second block quote).

NOTE: The web addresses in the block quotes are part of the the original quotations, and were not added by Plaintiffs.

1 can be no rational reason to deny Plaintiffs the same access and right to register their same .com/.net
2 English Single-Character second-level domain names.

3 3. Plaintiffs trusted ICANN's Policies that Single-Character domain names registered on
4 the second level are not restricted in general and available for registration, under which Plaintiffs have
5 sole rights and interests to register annually and renew their second-level .com/.net IDNs in Katakana,
6 Hangul, and Hebrew. This is because Plaintiffs hold the uncontested sole right to register the same
7 Single-Character second-level ".com" and ".net" English script domain names, shown in Exhibits B1
8 and B2. Moreover, in reliance on those published policies and the use by other registrants of other
9 English Single-Character domain names (e.g., X.com), Plaintiffs paid registration fees to register their
10 domain names and ICANN was in turn paid a portion of each registration fee. Having taken Plaintiffs'
11 money, ICANN must be compelled to comply with its non-discrimination policy, as well as its
12 Implementation Policies and Bylaws, and permit Plaintiffs to register the English versions of their
13 Single-Character domain names.

14 4. Plaintiffs sue for priority access to register their same English script second-level
15 domain names under ICANN's Policies, and where ICANN agreed it would not act arbitrarily,
16 discriminatorily, nor act as a registrar or registry, nor register, renew, warehouse, nor speculate in, a
17 domain name, nor auction nor sell domain names in violation of its Bylaws, its Agreements with the
18 U.S. Government, or its fiduciary duties to its customers, such as Plaintiffs, who have paid money to
19 register and renew their English Single-Character domain names.

20 **II. PARTIES**

21 5. Plaintiff VerandaGlobal.com, Inc. (d/b/a First Place Internet, Inc.) is a Florida
22 corporation with its principal place of business in Florida.

23 6. Plaintiff Bryan Tallman is a citizen and resident of Morgan Hill, Santa Clara County,
24 California.

25 7. Defendant ICANN is a California nonprofit public benefit corporation, with a principal
26 place of business at 12025 Waterfront Drive, Suite 300, Los Angeles, California 90094, and it is a citizen
27 of California.

28

1 8. The foundational conceptual document for ICANN required that it “operate as a
2 private entity for the benefit of the Internet community as a whole.” 63 Fed. Reg. 31749 (June 10,
3 1998).

4 9. In that document, the Department of Commerce further stated that: “The new
5 corporation’s processes should be fair, open and pro-competitive, protecting against capture by a
6 narrow group of stakeholders. Typically this means that decision-making processes should be sound
7 and transparent; the basis for corporate decisions should be recorded and made publicly available.” 63
8 Fed. Reg. 31750 (June 10, 1998). These foundational requirements were thereafter stated in ICANN’s
9 Bylaws and policies and widely publicized to those registering domain names.

10 10. ICANN acknowledges it is a fiduciary, stating that “*At all times*, the Board will continue
11 to make all decisions in furtherance of ICANN’s mission, *under consideration of its duty of care and its*
12 *fiduciary responsibility.*”¹⁷

13 11. ICANN was set up to have fiduciary responsibilities to the Internet community.
14 Indeed, attorney Kathryn Kleiman, in “[h]elping set up ICANN 20 years ago” candidly confessed that
15 she “applied principles of fiduciary duty she’d learned from [her professor], ‘running the internet for
16 the benefit of the world.’”¹⁸

17 12. As ICANN has explained, “ICANN is a unique model and therefore ICANN
18 accountability structures do not fit into any one traditional definition.”¹⁹

19 13. Defendants DOES 1 through 39, inclusive, are sued herein under fictitious names.
20 Their true names and capacities are unknown to Plaintiffs. When the true names and capacities are
21 ascertained, Plaintiffs will amend this cross-complaint by inserting their true names and capacities
22 herein. Plaintiffs are further informed and believe and thereon allege that each of the fictitiously named
23 Defendants designated herein as a fictitiously named Defendant is in some manner responsible for the
24 events and happenings herein referred to, either contractually or tortiously, and caused the damage to

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26 ¹⁷ <https://www.icann.org/en/board-activities-and-meetings/materials/approved-resolutions-regular-meeting-of-the-icann-board-25-10-2018-en#2.f> (emphasis added).

27 ¹⁸ <https://www.bu.edu/articles/2018/tamar-frankel-retiring-from-law-faculty/>.

28 ¹⁹ <https://www.icann.org/en/system/files/files/acct-trans-frameworks-principles-10jan08-en.pdf>

1 the Plaintiffs as herein alleged. Doe Defendants are included in the term “Defendants.”

2 14. At all times herein mentioned, each and every Defendant was the agent, partner,
3 principal, employee, alter ego, co-conspirator, and/or co-venturer, of each and every one of the
4 remaining Defendants and was at all times mentioned acting within the course and scope of such
5 agency and employment.

6 **III. JURISDICTION AND VENUE**

7 15. This Court has jurisdiction over this action because ICANN is a citizen of California,
8 and this is a Court of general jurisdiction.

9 16. Venue in this Court is proper pursuant to Cal. Code Civ. Proc. § 395 because
10 Defendant has its principal place of business in this judicial district and a substantial number of the
11 actions alleged herein occurred within this district. Venue is also proper in this judicial district because
12 Defendant is a California corporation.

13 17. Plaintiffs do not consent to the removal of this action to federal court.

14 **IV. BACKGROUND**

15 **A. ICANN Policies in Plain English.**

16 18. Based on the policies set forth in later sections of this Complaint, Plaintiffs reasonably
17 believed that ICANN policy, when translated into plain English, is as set forth in this section, and
18 Plaintiffs acted on that belief in purchasing, at a substantial price, the domain names set forth on
19 Exhibits B1 and B2.

20 19. **It is ICANN Policy** that a registrant may register and renew single character domain
21 names, including in the .com and .net registries as well as in the corresponding foreign language
22 equivalents of “.com” and “.net”. The Policy is quoted verbatim in Exhibits A1 and A2 and Complaint
23 ¶¶ 1, 34, 114.

24 a. This policy’s existence is demonstrated by the fact that X.com was registered on 1993-
25 04-02 and renewed on 2024-01-12.

26 b. This policy’s existence is demonstrated by the fact that z.com was registered on 1997
27 -12-19 and renewed on 2023-12-02.

1 c. This policy's existence is demonstrated by the fact that q.com was registered on 1999-
2 03-30 and renewed on 2023-03-26.

3 d. This policy's existence is demonstrated by the fact that the domain names listed on
4 Exhibits B1 and B2 were registered and renewed annually.

5 20. **It is ICANN Policy** that ICANN must treat all registrants the same and not
6 discriminate against a registrant on any basis. The Policy is quoted verbatim in Complaint ¶¶ 54, 55.

7 21. **It is ICANN Policy** that ICANN may not compete against those seeking to register
8 domain names by holding domain names at ICANN. The Policy is quoted verbatim in Complaint ¶¶
9 54, 55.

10 22. **It is ICANN Policy** that ICANN may not act as a registry or a registrar. The Policy is
11 quoted verbatim in Complaint ¶¶ 54, 55.

12 23. **It is ICANN Policy** that ICANN be transparent in dealing with all registrants. The
13 Policy is quoted verbatim in Complaint ¶¶ 55, 92.

14 24. **It is ICANN Policy** that ICANN cannot speculate in or warehouse domain names.
15 The Policy is quoted verbatim in Complaint ¶ 57.

16 25. **It is ICANN Policy** that ICANN cannot auction or sell domain names. The Policy is
17 quoted verbatim in Complaint ¶ 53.

18 26. **It is ICANN Policy** that ICANN cannot engage in or benefit from a commercial
19 transaction related to a domain name. The Policy is quoted verbatim in Complaint ¶ 53.

20 27. **It is ICANN Policy** that each registry shall set the **Policy** respecting how the
21 ownership of domains across different languages would be treated. The Policy is quoted verbatim in
22 Complaint ¶¶ 35, 73.

23 28. **Under a contract with Verisign**, ICANN established that **Verisign is the registry** for
24 domain names ending in .com and .net. The contract is quoted verbatim in Complaint ¶ 61.

25 29. **In response to ICANN Policy, Verisign established** a Policy that if a registrant owned a
26 domain name in a foreign language equivalent of .com or .net, then that registrant also is entitled to
27 register that domain name in the English language as .com or .net. The Policy is quoted verbatim in
28

1 Complaint ¶¶ 35, 36.

2 30. Plaintiffs reasonably relied upon the ICANN Policies set forth above and purchased the
3 domain names set forth on Exhibits B1 and B2, including paying over \$25,000 for 1.닷넷.

4 31. Under that same contract with Verisign, ICANN receives a payment each time Plaintiffs
5 registered or renewed each of the domain names set forth on Exhibits B1 and B2. That payment is
6 entirely dependent on whether or not Plaintiffs pay money to register or renew those domain names.

7 32. **An ICANN Working Group recommended** that ICANN release all single-character
8 domain names for registration. The Working Group recommendation is quoted verbatim in Complaint
9 ¶¶ 1. ICANN subsequently adopted this recommendation as **ICANN Policy**. See Exhibit A1. The
10 Policy is quoted verbatim in both Exhibit A1 and Complaint ¶ 1.

11 33. For each Policy, contract, or recommendation cited above, a link to the entire
12 instrument containing the Policy, contract, or recommendation appears in a footnote, which instrument
13 is incorporated herein by reference.

14 **B. ICANN Policy for Single-Character Domain Names.**

15 34. Resolved ICANN Policy¹ for Single-Character domain name registration is found in
16 Exhibits A1 and A2, in which ICANN adopted a recommendation that states in part “Single and two-
17 character U-labels on the top level and second level of a domain name should not be restricted in
18 general.” See Exhibit A1 for the complete recommendation. Through a resolution, ICANN found that
19 it “adopts the GNSO policy recommendations for the Introduction of new gTLDs”. This action seeks
20 the principal relief of the Court to enforce certain ICANN Policy of Plaintiffs’ sole right of access to
21 register their same .com/.net domain names identified in Exhibits B1 and B2. Plaintiff FPI expressly
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24 ¹ See Exhibits A1 and A2 and: “Policy recommendations are formed and refined by the ICANN community through its
25 Supporting Organizations (SOs) and influenced by Advisory Committees (ACs) – all comprised of volunteers from
26 countries and territories – in a ‘bottom-up,’ open and transparent process... ICANN stakeholders includes companies that
27 offer domain names to the public (registrars), companies that operate top-level domain registries (gTLD and ccTLD
28 registries), Internet Service Providers, intellectual property interests, business users, non-commercial users (such as
academics, non-governmental organizations, non-profits and consumer advocates), individual Internet users and
governments.” – See: <https://www.icann.org/resources/pages/policy-01-2012-02-25-en>

“An ‘ICANN-adopted policy’- See: https://www.ntia.doc.gov/files/ntia/publications/doc_nsi_icann_19990928.pdf

1 requested in writing² that ICANN comply with its own Policies and Bylaws, but ICANN ignored
2 Plaintiff's request in violation of its policies regarding transparency and nondiscrimination.

3 **C. ICANN Policy for Transliteration of Domain Names to & from English to**
4 **Other Languages.**

5 35. Where that ICANN Policy expressly states: **“If [Implementation] material**
6 **fundamental to the understanding of a registry’s IDN policies does not appear in the IANA**
7 **Repository, it [“Implementation material”] will otherwise be made readily available online by**
8 **the registry [VeriSign]”**, Plaintiffs trusted and relied upon open and transparent Policy material found
9 on Verisign’s website² and in VeriSign’s letter³ dated July 11, 2013, where Registry made readily
10 available online, Implementation material fundamental to the understanding of ICANN Policy.
11 ICANN readily posted VeriSign’s Letter for .com/.net IDN registration policies, where ICANN Policy
12 is transparent and is illustrated in “Use Case 1” and “Use Case 2”. ICANN Policy states:

13 *In this way, a registrant in one of our new IDN TLDs, or a registrant of an*
14 *IDN.com or IDN.net, will have the sole right, subject to applicable rights*
15 *protection mechanisms, but not be required to register the second level name*
16 *across all or any of our IDN TLDs, including the .com or .net TLDs as*
17 *applicable. We think this will be an important benefit to the community and we*
18 *expect strong support from brands and others with our plan. In order to illustrate*
19 *our approach, we have identified two use cases below:*

20 Use Case No. 1: Bob Smith already has a registration for an IDN.net second-level
21 domain name. That second-level domain name will be unavailable in all of the new
22 .net TLDs except to Bob Smith. Bob Smith may choose not to register that second-
23 level domain name in any of the new transliterations of the .net TLDs.

24 Use Case No. 2: *John Doe does not have a registration for an IDN.com*
25 *second-level domain name. John Doe registers a second level domain name in*
26 *our Thai transliteration of .com but in no other TLD. That second level*
27 *domain name will be unavailable in all other transliterations of .com IDN*
28 *TLDs and in the .com registry unless and until John Doe (and only John Doe)*
registers it in another .com IDN TLD or in the .com registry. (Emphasis
added).

26 ² A true and correct copy of FPI’s letter is available at <https://www.firstplace.com/ICANNformalrequestwithreceipts.pdf>
27 ² <https://blog.verisign.com/domain-names/update-on-verisigns-idn-implementation-plans/>.

27 ³ A true and correct copy of VeriSign’s July 11, 2013 IDN Implementation letter to ICANN may be found at:
28 <https://www.icann.org/en/system/files/correspondence/kane-to-willett-11jul13-en.pdf> See also Exhibit A2.

1 36. Plaintiffs further trusted ICANN Policy because, on July 12, 2013, VeriSign readily
2 advertised fundamental material online⁴ of ICANN Policy Implementation for IDN registrations,
3 including the registrant’s sole right of priority-access to register their same .com/.net domain name, and
4 where that same ICANN Policy Implementation remains presently transparent on VeriSign’s blog⁵
5 which states:

6 *Through this approach, a registrant of an IDN.com or IDN.net or registrant*
7 *in one of our new IDN TLDs will have the sole right, subject to applicable*
8 *rights protection mechanisms, but not be required to register the same*
9 *second level name across all or any of our IDN TLDs, including .com or .net*
10 *TLD as applicable...*

11 *Use Case No. 2: John Doe does not have a registration for an IDN.com*
12 *second level domain name. John Doe registers a second level domain name in*
13 *our Thai transliteration of .com but in no other TLD. That second level*
14 *domain name will be unavailable in all other transliterations of .com IDN*
15 *TLDs and in the .com registry unless and until John Doe (and only John Doe)*
16 *registers it in another .com IDN TLD or in the .com registry.”* (Emphasis
17 added).

18 **D. Plaintiffs’ Justifiable and Actual Reliance on ICANN Policy.**

19 37. Plaintiffs are stakeholder consumer-registrant Internet users of unique “.com” and
20 “.net” domain names and Internationalized Domain Names (“IDN”) (e.g. “.com” and “.net”) in
21 Katakana⁶ (.ㄱㄴ, which means “.com”), Hangul⁷ (.닷컴, which means “.com” and .넷, which
22 means “.net”), and Hebrew⁸ (.קום, which means “.com”), where beginning in 2015, VeriSign offered
23 second-level .com/.net IDNs, including Single-character, in Katakana (Japanese), where Plaintiff FPI
24 registered the .com IDN, 1.ㄱㄴ on December 8, 2015, and Plaintiffs subsequently registered
25 additional Single-character .com/.net IDNs in Katakana, Hangul (Korean), and Hebrew through
26 September 11, 2020. See Exhibit B1 listing the Single-Character domain names Plaintiff FPI has
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29 ⁴ A true and correct copy of the July 12, 2013 Implementation material made readily available online for ICANN Policy can
30 be found at: https://circleid.com/posts/20130712_update_on_verisigns_idn_implementation_plans/

31 ⁵ <https://blog.verisign.com/domain-names/update-on-verisigns-idn-implementation-plans/>

32 ⁶ A written language commonly used in Japan.

33 ⁷ A written language commonly used in Korea.

34 ⁸ A written language commonly used in Israel.

1 registered and controls and Exhibit B2 listing the Single-Character domain names Plaintiff Tallman has
2 registered and controls.

3 For example, Plaintiff FPI registered and uses the following IDN “.com” and “.net” domain names:

- 4 a. 1.ㄱㄴ (Katakana “.com”) (1.xn--tckwe – created 12/9/2015)
- 5 b. A.ㄱㄴ (Katakana “.com”) (A.xn--tckwe – created 2/3/2016)
- 6 c. A.닷컴 (Hangul “.com”) (A.xn--mk1bu44c – created 6/17/2016)
- 7 d. 1.ㅇㅇ (Hangul “.net”) (1.xn--t60b56a – created 3/7/2017)
- 8 e. A.קוק (Hebrew “.com”) (A.xn--9dbq2a – created 7/31/2018)

9 38. In August 2016, Plaintiff FPI was invited to VeriSign headquarters in Reston Virginia
10 where VeriSign sought to hear from FPI concerning the recent release of .com/.net IDN registration
11 offerings. At its own expense, FPI flew to Washington D.C. and participated in a one-hour in-person
12 meeting among VeriSign’s Pat Kane and General Counsel Tom Indelicarto, along with Internet
13 Commerce Association (ICA) General Counsel Phil Corwin, and ICA members Andrew Snow, and Nat
14 Cohen, on August 3, 2016⁹. FPI’s discussions with VeriSign concerning .com/.net IDN registrations
15 were very cordial, where FPI voiced compliments to Pat Kane and Tom Indelicarto for VeriSign’s
16 essentially perfect technical design for implementation of ICANN Policy. (*e.g.*, to the effect of: “It is of
17 prime concern for [VeriSign] that the introduction of new gTLDs [.com/.net IDNs] results in a
18 ubiquitous experience for Internet users that minimizes user confusion.”).

19 39. In 2017, Plaintiff FPI trusted ICANN Policy where FPI paid a \$25,285 premium price
20 for the Hangul IDN 1.닷컴 with reasonable expectation FPI had the sole right to register the same
21 English script 1.net second-level domain name under ICANN Policy. However, ICANN neither
22 transferred that 1.net domain name to Plaintiff nor refunded Plaintiff’s \$25,285 expenditure.¹⁰

23 40. Each time any person anywhere in the world registers or renews a registered domain
24 name that person pays a registration fee and ICANN takes (or is paid) no less than \$0.18 from the
25 registration fee. In exchange for accepting payment from a registrant, ICANN is obligated to comply

26
27 ⁹ https://www.firstplace.com/FPI-VeriSign_2016_emails.pdf

28 ¹⁰ <https://www.firstplace.com/CSCemailchainforpurchaseofpremiumdomainname1.net.pdf>

1 with its own Policies governing the issuance of domain names. In other words, Plaintiffs have annually
2 paid¹¹ ICANN monies to register and re-register the domain names listed in Exhibits B1 and B2 and
3 because ICANN has taken Plaintiffs money for each registration,¹³ ICANN owes Plaintiffs a duty to
4 comply with its Policies. Thus, a relationship exists where ICANN takes Plaintiffs' money and
5 arbitrarily subjects Plaintiffs to only some of its Policies, while simultaneously discriminating against
6 Plaintiffs by not permitting Plaintiffs to register their single-character domain names like ICANN does
7 for X.com, ICANN is denying Plaintiffs from receiving the full value of their expenditure by violating
8 its own Policies.

9 **E ICANN's Discrimination Against Plaintiffs.**

10 41. ICANN expressly allows the registration and commercial use of Single-Character
11 .com/.net domain names, as it did with X.com and Elon Musk. Musk's involvement with X.com dates
12 back to March 2000 when X.com merged with Confinity to create PayPal. In July 2017, Musk
13 reacquired the domain X.com for an undisclosed amount from PayPal. Musk's Twitter Account posted
14 the following concerning X.com: "Thanks PayPal for allowing me to buy back <http://X.com>! No plans
15 right now, but it has great sentimental value to me."¹⁴ On October 27, 2022, Musk acquired the social
16 media platform Twitter for \$44 billion. In 2023, Twitter merged with X Holdings, which became part
17 of X Corp., and Twitter rebranded to "X." Currently, the domain name <http://X.com> connects directly
18 to Twitter. As it stands, ICANN allows Twitter to use X.com domain name and ICANN allowed Elon
19 Musk through Priority Access¹⁵ in 2018 the opportunity to register the same Hebrew .com equivalent
20 (X.קום), ICANN unfairly disallows Plaintiffs the same access to register and use their same Single-
21 Character domain names, like A.com.

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23
24
25 ¹¹ <https://www.icann.org/resources/pages/registrar-fees-2018-08-10-en> ("Transaction-based fees are assessed on each
26 annual increment of an add, renew or a transfer transaction that has survived a related add or auto-renew grace period. This
27 fee will be billed at US\$0.18 per transaction for registrars operating under the 2009 or 2013 RAA.")

28 ¹³ <https://www.icann.org/resources/pages/registrar-fees-2018-08-10-en>

¹⁴ <https://www.pcmag.com/news/elon-musk-buys-back-xcom-from-paypal>

¹⁵ <https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000V7eh9EAB> &
<https://www.verisign.com/assets/factsheet-hebrew-idn-net-faq-web.pdf>

1 42. The point is that ICANN expressly authorizes commercial entities to register and
2 commercialize Single-Character Label domain names (hereinafter shortened to “Single-Character
3 domain names”). Moreover, each of these domain names must be re-registered (renewed) every 12
4 months, which ICANN has permitted without fail. In other words, every 12 months ICANN has
5 expressly elected to permit some holders of Single-Character domain names to re-register (renew) and
6 control those domain names while arbitrarily denying other stakeholder Internet users such as Plaintiffs
7 the same right to register and control same .com/.net Single-Character domain names. As shown
8 below, ICANN is failing to recognize its own implemented Policy for Plaintiffs’ sole ability to register
9 the same Single-Character .com/.net domain names in violation of ICANN Policy and its Bylaws and
10 Agreements with the U.S. Government.

11 43. ICANN assigns certain functions to a non-entity, which exists solely as a “function” of
12 ICANN, called the Internet Assigned Numbers Authority (“IANA”). On the IANA website¹⁶,
13 ICANN (calling itself IANA) states: “We act as both the registrant and registrar for a select number of
14 domains which have been reserved under policy grounds. [...] Domains which are described as
15 registered to IANA or ICANN on policy grounds are not available for registration or transfer...”

16 44. To demonstrate, Whois, which publicizes the availability of domain names, shows
17 “GoDaddy.com, LLC” as the Registrar for X.com but for A.com the Registrar is: “RESERVED-
18 Internet Assigned Numbers Authority”. The A.com registration “Expires On: 2024-12-08” and was
19 “Updated On: 2023-12-09”.

20 45. ICANN refuses to release the same Latin (ASCII) (the colloquial “English” is
21 substituted in this Complaint for Latin (ASCII)) Single-Character “.com” and “.net” second-level
22 domain names identified in Exhibits B1 and B2 that Plaintiffs hold the sole right to register and
23 monetize.

24 46. Plaintiffs seek to enforce resolved ICANN Policy implementation and its Bylaws to
25 require ICANN to permit Plaintiffs to register, control, and hold the same English Single-Character
26

27 _____
28 ¹⁶ <https://www.iana.org/domains/reserved>

1 domain names for the same .com/.net domain names that Plaintiffs originally registered in the Hebrew,
2 Katakana, and Hangul languages. Because ICANN already permits others the right to register, control,
3 and operate X.com, Z.com, and Q.net there can be no rational reason to deny Plaintiffs the same access
4 and right to register their same .com/.net English Single-Character second-level domain names under
5 resolved open and transparent ICANN Policy.

6 47. Plaintiffs trusted ICANN Policy that Single-Character domain names registrations on
7 the second level are not restricted in general and available for registration, under which Plaintiffs have
8 sole rights and interests to register annually and renew their second-level .com/.net IDNs in Katakana,
9 Hangul, and Hebrew, where Plaintiffs hold the uncontested sole right to register the same Single-
10 Character second-level “.com” and “.net” English script domain names which ICANN Policy commits
11 priority access registration to Plaintiffs, shown in Exhibits B1 and B2, where Plaintiffs paid in
12 consideration ICANN's contractual transaction-based fees.

13 48. Plaintiffs sue for priority access to register their same English script second-level
14 domain names under resolved ICANN Policy, and where ICANN agreed it would not act arbitrarily
15 nor act as a registrar or registry to register, renew, warehouse, speculate in, transfer an existing
16 registered domain name, auction or sell domain names in violation of its Bylaws, its prior lawsuit
17 testimony, its Agreements with the U.S. Government, or its fiduciary duties.

18 **V. FACTUAL BACKGROUND**

19 **A. IANA, ICANN, and Single Character Domain Names.**

20 49. When the U.S. Government operated the DNS it exercised its authority to create the
21 Internet Assigned Numbers Authority (“IANA”), whose function was transitioned to ICANN on
22 September 30, 2016.

23 50. By December 1, 1993, the IANA created the Single-Character domain names A.com,
24 B.com, C.com, D.com, F.com, G.com, H.com, I.com, J.com, K.com, L.com, M.com, N.com, O.com,
25 P.com, R.com, S.com, T.com, U.com, V.com, W.com, Y.com, 0.com, 1.com, 2.com, 3.com, 4.com,
26 5.com, 6.com, 7.com, 8.com, 9.com, and 1.net. Those domain names remain registered by and through
27 an ICANN-controlled registrar, which means ICANN has renewed and controls those Single-Character
28

1 domain names.²⁰

2 51. In May 1994, Dr. Jon Postel confirmed that IANA created the Single-Character domain
3 names shown in Exhibits B1 and B2 by stating: **“The IANA took the step of reserving all the (as
4 then un-registered) single letter names in COM, ORG, and NET to preserve this option for the
5 future.”**²¹

6 52. “Currently, [IANA] is a *function* of ICANN” and not a separate entity.²²

7 **B. Prohibitions on ICANN’s Conduct.**

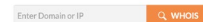
8 53. ICANN provided the historical pedigree of the DNS and confirmed the U.S.
9 Government operated the DNS system before 1998 in a lawsuit and stated the following:²³

10 To summarize:

- 11 1. ICANN is a nonprofit public benefit corporation organized under California
12 law.
- 12 2. ICANN’s primary purpose is to coordinate the operation of the DNS.
- 13 3. **ICANN’s Bylaws prohibit it from operating as an Internet registry or
14 registrar. ICANN does not sell anything or make anything; its functions are
15 noncommercial and in support of the public interest.**(Emphasis added.)

16 54. ICANN holds an active InterNIC® License Agreement with the DoC²⁴ (“DoC License
17 Agreement”) coterminous and “in association with its activities in furtherance of the Memorandum of
18 Understanding (“MOU”)”. That DoC License Agreement includes the following:²⁵

19 _____
20 ²⁰ A true and correct copy of WHOIS, which identifies the registrant/owner of particular domain names, can be found at
<https://www.whois.com> by simply entering the corresponding domain name in the search bar, which looks like this:



21 ²¹ Email to George William Herbert dated 20 May 1994.

22 <https://web.archive.org/web/20030614022228/http://ops.ietf.org/lists/namedroppers/namedroppers.199x/msg01156.html>

23 ²² https://en.wikipedia.org/wiki/Internet_Assigned_Numbers_Authority (emphasis added); *see also*

24 <https://web.archive.org/web/20020816084852/http://www.wia.org:80/pub/iana.html> (“USC General Counsel, acting on
25 behalf of Jon Postel as a USC staff member in the suit *Image Online Design v. IANA, et al*, states for the record that IANA is
26 not “a separate entity,” but rather “a task performed by Dr. Postel under contract between USC and an agency of the federal
27 government.”).

28 ²³ ICANN’s representations of fact that it provided in support of its FRCP 12(b)(6) Motion to Dismiss in *Manwin Licensing
Int’l, et al. v. ICM Registry, LLC, and ICANN, Inc., et al.*, U.S. Dist. Court Central District of California Case No. 2:11-cv-
09514-PSG-JCG. *See* ECF No. 18 pp. 7-13 (Page ID # 116-120). A true and correct copy of this document can be found at:
<http://domainincite.com/docs/icann-manwin-motion-to-dismiss.pdf> (bold emphasis added).

²⁴ A true and correct copy of the License Agreement can be found at [https://ntia.gov/other-publication/internic-license-
agreement-01-08-01](https://ntia.gov/other-publication/internic-license-agreement-01-08-01)

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D. Prohibitions.

3. ICANN shall not act as a domain name Registry or Registrar or IP Address Registry in competition with entities affected by the plan developed under this Agreement. Nothing, however, in this Agreement is intended to prevent ICANN or the USG from taking reasonable steps that are necessary to protect the operational stability of the Internet in the event of the financial failure of a Registry or Registrar or other emergency.

2. **Neither Party**, either in the DNS Project or in any act related to the DNS Project, **shall act unjustifiably or arbitrarily** to injure particular persons or entities or particular categories of persons or entities.

3. Both Parties shall act in a non-arbitrary and reasonable manner with respect to design, development, and testing of the DNS Project and any other activity related to the DNS Project. (Emphasis added.)

55. ICANN Bylaws Articles 2, and 3, Sections 2.2-2.3, 3.1 include the following prohibitions and requirements:²⁶

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.

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...

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

²⁵ A true and correct copy of the ICANN/DoC MOU can be found at: www.ntia.doc.gov/other-publication/1998/memorandum-understanding-between-us-department-commerce-and-internet-corporat (bold emphasis added).

²⁶ A true and correct copy of ICANN’s Bylaws may be found at: <https://www.icann.org/resources/pages/governance/bylaws-en/#article2>

1 Board and ICANN’s constituent bodies (including the detailed explanations
2 discussed above). (Emphasis added)

3 56. ICANN’s conduct regarding Plaintiffs’ right to register Single-Character domain names
4 such as 1.com and A.com violates ICANN’s Bylaws, including, but not limited to Articles 2 and 3.

5 57. Even if ICANN were permitted to act as a Registry or Registrar (and it is not), it cannot
6 engage in warehousing of or speculation in domain names: Specifically, Section 3.1(b)(iv) of ICANN’s
7 .com and .net Registry Agreement states: “Consensus Policies and the procedures by which they are
8 developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders,
9 including the operators of gTLDs. [...] Such categories of issues referred to in the preceding sentence
10 shall include, without limitation: (B) prohibitions on warehousing of or speculation in domain names
11 by registries or registrars”. See [https://www.icann.org/en/registry-agreements/com/com-registry-
12 agreement-1-12-2012-en](https://www.icann.org/en/registry-agreements/com/com-registry-agreement-1-12-2012-en); [https://itp.cdn.icann.org/en/files/registry-agreements/net/net-agreement-
13 html-01-07-2023-en.html](https://itp.cdn.icann.org/en/files/registry-agreements/net/net-agreement-html-01-07-2023-en.html). “Warehousing” occurs when ICANN or a Registry creates and then holds
14 for itself, or not for use by a private person, a domain name. As noted above, in 1994, IANA, an
15 ICANN entity, actually engaged in the unlawful warehousing of numerous domain names, that may
16 include some of Plaintiffs appearing in Exhibits B1 and B2. Plaintiffs reasonably believe ICANN is
17 continuing that unlawful practice, which could be the genesis of this entire dispute. That is, ICANN
18 wants to solely own by its continued warehousing of domain names that rightfully belong to Plaintiffs.

19 **C. ICANN and its Registrars, including VeriSign, the .com & .net Registrar.**

20 58. VeriSign, Inc. (“VeriSign”) is a registry operator contracted with the U.S. Department of
21 Commerce’s (“DoC”) National Telecommunications and Information Administration (“NTIA”) to
22 operate the “.com” TLD through an ongoing Cooperative Agreement, the entirety of which has only
23 been made public through a FOIA request. The original Cooperative Agreement No. NCR-9218742
24 was between the National Science Foundation and Network Solutions.²⁷

25 59. That Cooperative Agreement No. NCR-9218742 Article 3. Statement of Work,

26 _____
27 ²⁷ Plaintiff reasonably believes that a true and correct copy of the original Cooperative Agreement No. NCR-9218742
28 between the National Science Foundation and Network Solutions, including its first 9 Amendments may be found at:
<https://freespeech.com/2020/05/24/original-cooperative-agreement-that-laid-the-foundation-of-verisigns-monopoly/>

1 Paragraph G. expressly states: “[I]n no case shall any user-based fee structure be imposed or changed
2 without the express direction/approval of the [U.S. Government].”

3 60. VeriSign and NTIA adopted the original Cooperative Agreement, including its original
4 nine amendments.²⁸

5 61. ICANN and VeriSign have Registry Agreements²⁹ for the “.com” TLD and the “.net”
6 TLD where each Agreement states in part::

7 Upon the Effective Date, until the Expiration Date as defined in Section 4.1 hereof,
8 ICANN shall continue to designate VeriSign, Inc. as the sole registry operator for
9 the [.com / .net] TLD ("Registry Operator").

[...]

10 ICANN is a nonprofit public benefit corporation duly organized, validly
11 existing, and in good standing under the laws of California

[...]

12 Section 3.1 Covenants of Registry Operator. Registry Operator covenants
13 and agrees with ICANN as follows:

[...]

14 (A) principles for allocation of registered names in the TLD (e.g., first-come, first-
15 served, timely renewal, holding period after expiration);

16 (B) prohibitions on warehousing of or speculation in domain names by registries or
17 registrars;

18 62. Yet ICANN has clearly engaged in such unauthorized market activities concerning
19 English script Single-Character domain names because ICANN approved an amendment to its .com
20 Registry Agreement to auction and sell the existing English script O.com domain name, which would
21 involve-warehousing or speculating in domain names.

22 63. In 2004, VeriSign sued ICANN and submitted a declaration opposing ICANN’s motion
23 to dismiss the lawsuit.³⁰ VeriSign’s declaration stated:

24 **A domain name does not exist until created and registered in VeriSign’s
25 registry master database. The individual or organization that creates and
26 registers a specific domain name is a “registrant.” Registrants do not have
27 direct access to the VeriSign registry. Instead, prospective registrants must**

28 ²⁸ A true and correct copy of the VeriSign/NTIA Cooperative Agreement under Cooperative Agreement No. NCR 92-
18742, continuing with Amendments 10 through 35, which may be found at <https://www.ntia.doc.gov/page/verisign-cooperative-agreement>

29 A true and correct sample of such a Registry Agreement can be found at <https://www.icann.org/en/registry-agreements/com/com-registry-agreement-1-12-2012-en>

30 See *VeriSign Inc. v. ICANN*, U.S. Dist. Court Central Dist. California, Case No. 04-cv-1292-AHM(CTx). A true and correct
copy of the VeriSign declaration may be found at: [turner-decl-29apr04-en.pdf \(icann.org\)](https://www.icann.org/turner-decl-29apr04-en.pdf) (see Turner Decl. ¶¶ 10 & 11).

1 register domain names they have created through any one of over 100 private
2 and public companies located throughout the United States and the world
3 that act as domain name “registrars” for the .com TLD. Registrars provide
4 direct services to registrants and prospective registrants, such as processing
5 domain name registrations. The VeriSign registry has no contractual or other
6 relationship with a registrant and has no information on or knowledge of who
7 the registrant of a domain name is. Registrars have a contractual relationship
8 with registrants and keep all information regarding the registrants.

[...]

6 The registry’s role is entirely passive and automated – namely to
7 process a registrars’ domain name registration requests on behalf of
8 registrants, comparing those requests against the registry tables of registered
9 domain names to prevent duplicate registrations of the same domain name,
10 and registering the domain name in the registry database if it is not already
11 registered. (Emphasis added)

10 64. The “.com” and “.net” Registry Agreements’ Appendix 6, Schedule of Reserved
11 Names³¹, each state:

12 *Except to the extent that ICANN otherwise expressly authorizes in writing, the Registry*
13 *Operator shall reserve names formed with the following labels from initial (i.e. other*
14 *than renewal) registration within the TLD...*

14 **B. Additional Second-Level Reservations.** In addition, the following names shall
15 be reserved at the second level:

- 16 • All single-character labels. (Emphasis added)

17 65. On February 26, 2010, VeriSign’s Vice President of Policy and Compliance for VeriSign
18 Information Services, Chuck Gomes, was quoted in an article stating that Registrants of existing .com
19 domain names are well positioned for the coming release of IDN TLDs.³²

20 **We want the .com name to be a unique experience for .com regardless of what**
21 **script you do it in,” said Gomes... “I can say that the business unit is**
22 **considering applying for ‘several’ IDN versions of .com in some of the scripts**
23 **that are available.**

23 **If you want to create a web site around that [Chinese IDN TLD] you can, or**

25 ³¹ A true and correct copy of the Registry Agreements’ Appendix 6 Schedule of Reserved Names can be found at
26 <https://www.icann.org/en/registry-agreements/com/com-registry-agreement-appendix-6-1-12-2012-en> and
27 <https://www.icann.org/en/registry-agreements/net/net-registry-agreement-appendix-6--schedule-of-reserved-names-1-7-2011-en>.

28 ³² A true and correct copy of the February 26, 2010 article quoting Mr. Gomes may be found at:
<https://domainnamewire.com/2010/02/26/verisigns-plans-for-com-idns-become-clearer/>

1 not covered by one of the standard EPP RFCs and thus no additional
2 definitions are provided in this response.

[...]

3 **2 CONSISTENCY WITH ANY SPECIFIC COMMITMENTS MADE**
4 **TO REGISTRANTS AS ADAPTED TO THE OVERALL BUSINESS**
5 **APPROACH FOR THE PROPOSED gTLD**

6 The registration lifecycle described above applies to the
7 HEBREW_TRANSLITERATION_OF_.COM gTLD as well as other TLDs
8 managed by VeriSign; thus we remain consistent with commitments made to
9 our registrants. No unique or specific registration lifecycle modifications or
10 adaptations are required to support the overall business approach for the
11 HEBREW_TRANSLITERATION_OF_.COMgTLD. (Emphasis added)

12 69. A unique new gTLD IDN application was created for all offered languages related to
13 the Single-Character domain names that Plaintiffs registered and controlled.

14 70. Therefore, paragraph two of the above example substituted the Hangul and Katakana
15 languages where there are references to the Hebrew language.³⁵

16 71. In other words, all of VeriSign's new gTLD IDN applications contained the same terms
17 and conditions except inserted the relevant applicable language.

18 72. These IDN applications clearly state VeriSign's intent to remain consistent with
19 commitments made to registrants, such as Plaintiffs, by ensuring a uniformly implemented registration
20 lifecycle across all TLDs it manages in every language applicable to the Plaintiffs' domain names.

21 73. ICANN IDN Guidelines expressly state that for adoption of "information fundamental
22 to the understanding of a registry's IDN policies" (ICANN Policy):³⁶

23 **Domain registries will make definitions of what constitutes an IDN**
24 **registration and associated registration rules available to the IANA Repository**
25 **for TLD IDN Practices <<http://www.iana.org/assignments/idn/>>. If**
26 **material fundamental to the understanding of a registry's IDN policies does**

27 ³⁵ A true and correct copy of the new gTLD IDN application for Hebrew ".com" (קום) domain names may be found at:
28 <https://gtldresult.icann.org/applicationstatus/applicationdetails/1138> and
<https://gtldresult.icann.org/applicationstatus/applicationdetails/downloadapplication/1138?ac=1138>

³⁶ A true and correct copy of ICANN's IDN Guidelines for IDN Implementation may be found at:
<https://www.icann.org/en/system/files/files/idn-guidelines-26apr07-en.pdf>; *see also*
<https://www.icann.org/en/system/files/files/idn-guidelines-02sep11-en.pdf>.

A true and correct copy of ICANN's IDN Guidelines for IDN Implementation Version 3.0 may be found at:
<https://www.icann.org/resources/pages/idn-guidelines-2011-09-02-en>

See also <https://www.icann.org/resources/pages/implementation-guidelines-2012-02-25-en>

1 **not appear in the IANA Repository, it will otherwise be made readily available**
2 **online by the *registry [VeriSign]*.** (Emphasis added).

3 74. On July 11, 2013, VeriSign wrote to inform ICANN of its IDN implementation strategy
4 illustrated in Use Case No. 1 and Use Case No. 2, which does not exclude Single-Character domain
5 names.³⁷

6 75. ICANN published VeriSign’s July 11, 2013 Letter without objection thereby accepting
7 VeriSign’s IDN implementation strategy for resolved ICANN Policy, and further demonstrating that
8 ICANN received the letter, knew of the policy, and knew or should have known that VeriSign had
9 published the policy as previously instructed by ICANN.³⁸

10 76. Further, as stated previously in this Complaint, VeriSign, as required by ICANN,
11 published the IDN implementation strategy on its website.

12 77. VeriSign’s IDN implementation strategy for resolved ICANN Policy unambiguously
13 provides that a domain name registrant in an IDN .com/.net TLD “...will have the **sole right...to**
14 **register the same second-level domain name across all or any of our IDN TLDS, including .com**
15 **or .net TLD...**” (Emphasis added).³⁹

16 78. ICANN’s publication of VeriSign’s July 11, 2013 Letter explicitly instructs, or
17 reasonably intends that the general public can rely upon VeriSign’s [registry] IDN implementation
18 strategy for resolved ICANN Policy in its entirety.⁴⁰

19 79. Plaintiffs know of no public objection, retraction, or clarification that ICANN has ever
20 made regarding its publication of VeriSign’s July 11, 2013 Letter to ICANN for implementation of
21 ICANN Policy.

22 80. Any visitor, including Plaintiffs, to the ICANN web page, would reasonably conclude
23 VeriSign’s IDN implementation strategy of resolved ICANN Policy and illustrations therein had full

24
25

³⁷ A true and correct copy of VeriSign’s July 11, 2013, Letter to ICANN may be found at:

26 <https://www.icann.org/en/system/files/correspondence/kane-to-willett-11jul13-en.pdf>

27 ³⁸ <https://www.icann.org/en/system/files/correspondence/kane-to-willett-11jul13-en.pdf>

28 ³⁹ *Id.*

⁴⁰ <https://www.icann.org/en/system/files/correspondence/kane-to-willett-11jul13-en.pdf>

1 ICANN approval and sanction. Plaintiffs did review this ICANN web page and did affirmatively rely
2 upon the representations and Policies contained in the Letter.

3 81. Plaintiffs came to this conclusion independently.

4 82. To be clear, Registry’s IDN implementation of resolved ICANN Policy plainly states
5 that “a registrant in [Hebrew (.קום), Hangul (.닷컴, .□ □), or Katakana (.ㄱㄴ)] ... *will have the sole right*
6 ... *to register* the second level name across all or any of our IDN TLDs, including the .com or .net
7 TLDs...” (Emphasis added).

8 83. Further, ICANN *solicited* the VeriSign letter by placing VeriSign in charge of the
9 transliteration policy and by directing registrants to VeriSign’s website to discover the IDN
10 implementation strategy and policy.

11 84. According to ICANN, “Domain Name Registrants’ Responsibilities” include that “You
12 must comply with the terms and conditions posted by your Registrar, *including applicable policies from your*
13 Registrar, *the Registry and ICANN.*”⁴¹

14 85. ICANN did not reject VeriSign’s IDN implementation strategy for resolved ICANN
15 Policy as communicated in the Letter, including Use Case No. 2, nor did ICANN inform the general
16 public, including Plaintiffs, that ICANN would **not** comply with the Policies as defined in the Letter.

17 86. Rather, ICANN expressly sanctioned Priority Access Program periods which provided
18 existing second-level domain name registrants of .com and .net the exclusive right to register the same
19 second-level domain names for each of the four IDN “.com” and “.net” domain names.⁴²

20 87. Therefore, registry mechanisms were demonstrably proven to exist that could have
21 made Priority Access rights reciprocal in accordance with Use Case No. 2.

22 88. The Kane Willett Letter concluded by stating: “**VeriSign intends to shortly initiate a**
23
24

25 _____
26 ⁴¹ <https://www.icann.org/resources/pages/benefits-2013-09-16-en>

27 ⁴² <https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000FPBo9EAH> (ICANN Priority Access Program
28 Table for Katakana); <https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000FPBG6EAP> ICANN Priority
Access Program Table for Hangul); <https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000V7eh9EAB>
(ICANN Priority Access Program Table for Hebrew).

1 **broad communications plan to educate and inform our community about our IDN implementation**
2 **planning.”**⁴³(Emphasis added)

3 89. Whereas ICANN’s June 26, 2008, and June 20, 2011, resolved ICANN Policy imposes
4 ICANN IDN Guidelines for Registries that offer IDNs, and ICANN’s IDN Guidelines state that “any
5 information fundamental to the understanding of a registry’s IDN policies that are not published by the
6 IANA will be made directly available online by the registry,” and that “information fundamental to the
7 understanding of a registry’s IDN policies” was made “directly available online” by the Registry
8 through Registry’s IDN implementation strategy Letter dated July 11, 2013, for resolved ICANN Policy
9 implementation without objection acknowledges that resolved ICANN Policy, which is open, clear, and
10 transparently illustrated in Use Case No. 1 and Use Case No. 2.

11 90. On July 12, 2013, one day after ICANN published VeriSign’s IDN Letter, VeriSign
12 published an article describing how it is implementing ICANN Policy by beginning a “broad
13 communications plan” to make “directly available online” its “IDN policies.”⁴⁴

14 91. In 2015, ICANN approved VeriSign’s New TLD Registry Agreements for IDN “.com”
15 and “.net” domain names for Hebrew (.קום), Hangul (.닷컴, .닷넷), and Katakana (.コム) that contain
16 certain mandatory public interest commitments (“PICs”), expressly enforceable by ICANN.⁴⁵

17 92. In Specification 11 of each of the 2015 new TLD Registry Agreements paragraphs 3
18 and 3(c) provide:

19 Specification 11 (3): Registry Operator agrees to perform the following specific
20 public interest commitments, **which commitments shall be enforceable by**
21 **ICANN...**

22 ⁴³ <https://www.icann.org/en/system/files/correspondence/kane-to-willett-11jul13-en.pdf>

23 ⁴⁴ A true and correct copy of the July 12, 2013 ICANN Policy implementation can be found at:

24 https://circleid.com/posts/20130712_update_on_verisigns_idn_implementation_plans/

25 ⁴⁵ A true and correct copy of the Hebrew version of the new 2015 TLD Registration agreement may be found at:

26 <https://itp.cdn.icann.org/en/files/registry-agreements/xn--9dbq2a/xn--9dbq2a-agmt-pdf-15jan15-en.pdf>

27 A true and correct copy of the Hangul version of the new 2015 TLD Registration agreement for .com domains may be found
28 at: <https://itp.cdn.icann.org/en/files/registry-agreements/xn--mk1bu44c/xn--mk1bu44c-agmt-pdf-15jan15-en.pdf>

A true and correct copy of the Hangul version of the new 2015 TLD Registration agreement for .net domains may be found
at: <https://itp.cdn.icann.org/en/files/registry-agreements/xn--t60b56a/xn--t60b56a-agmt-pdf-15jan15-en.pdf>

A true and correct copy of the Katakana version of the new 2015 TLD Registration agreement for .com domains may be found
at: <https://itp.cdn.icann.org/en/files/registry-agreements/xn--tckwe/xn--tckwe-agmt-pdf-15jan15-en.pdf>

1 Specification 11 (3) (c): Registry Operator will operate the TLD in a transparent
2 manner consistent with general principles of openness and non-discrimination **by**
3 **establishing, publishing, and adhering to clear registration**
4 **policies...**(Emphasis added).

5 93. ICANN is not enforcing these PICs by failing to require the Registry Operator to
6 operate the TLD in a transparent manner consistent with general principles of openness and non-
7 discrimination by establishing, publishing, and adhering to clear registration policies.

8 94. Under ICANN Policy, VeriSign promoted its new TLD IDNs as “the .com you know
9 now in Japanese” and “the .com you know now in Korean” and the “.net you know now in Korean.”⁴⁶

10 95. Under ICANN Policy, ICANN sanctioned VeriSign’s “Priority Access Program” for
11 the same IDNs in Katakana, Hangul, and Hebrew.⁴⁷

12 96. ICANN’s conduct regarding 1.com, A.com, and the other Single-Character domain
13 names shown in Exhibits B1 and B2 violates ICANN’s Bylaws, including, but not limited to 2.2, 2.3,
14 and 3.1 because ICANN is: (a) acting as a registry or registrar contrary to Bylaw § 2.2; (b) engaging in
15 discriminatory treatment contrary to Bylaw § 2.3; and (c) failing to act in an open and transparent
16 manner consistent with procedures designed to ensure fairness contrary to Bylaw § 3.1.⁴⁸

17 97. On March 7, 2017, Plaintiff FPI again trusted and relied upon ICANN Policy illustrated
18 in Use Case No. 2 in order to purchase and register the Single-Character IDN Hangul “1.net” domain
19 name 1.닷넷.⁴⁹

20 98. Plaintiff FPI purchased its Hangul “1.net” IDN with the reasonable expectation that
21 ICANN-Adopted Policy illustrated in Use Case No. 2 would be honored and enforced because Plaintiff

22 ⁴⁶ A true and correct copy of VeriSign’s promotional materials for Korean TDLs may be found at:

23 <https://www.verisign.com/assets/factsheet-korean-idn-com-faq-web.pdf> ; *see also*
24 <https://web.archive.org/web/20170116163643/https://blog.verisign.com/tag/idns/>

25 ⁴⁷ A true and correct copy of ICANN Priority Access Program Table for Katakana may be found at:
26 <https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000FPBo9EAAH>

27 A true and correct copy of ICANN Priority Access Program Table for Hangul may be found at:
28 <https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000FPBG6EAP>

A true and correct copy of ICANN Priority Access Program Table for Hebrew may be found at:
<https://portal.icann.org/servlet/servlet.FileDownload?file=00P6100000V7eh9EAB>

⁴⁸ <https://www.icann.org/resources/pages/governance/bylaws-en/#article2>.

⁴⁹ <https://www.firstplace.com/CSCemailchainforpurchaseofpremiumdomainname1.net.pdf>

1 FPI paid for and earned the sole right to register the Single Character “1.net” domain name shown in
2 Exhibit B1.

3 **D. Plaintiff FPI’s Letter to ICANN & ICANN’s Recurring Conduct.**

4 99. On April 19, 2021, Plaintiff FPI wrote to ICANN demanding it release all Single-
5 Character domain names that Plaintiff FPI has the sole right to register, but which ICANN is currently
6 holding or controlling in violation of its Bylaws.⁵⁰

7 100. ICANN failed to respond to Plaintiff FPI’s demand.

8 101. ICANN, on its own or through its functions and subsidiaries, is continuing to
9 impermissibly act as a registrar by annually renewing for itself the registrations of the domain names
10 listed and shown in Exhibits B1 and B2.

11 102. In other words, each year ICANN reassesses and renews its impermissible conduct by
12 holding and controlling Single-Character domain names that Plaintiffs hold the sole right to register.

13 103. Concurrently, every 12 months ICANN expressly reauthorizes and re-permits the
14 registrants of certain Single Character domain names, such as X.com, Z.com, and Q.net to register,
15 control, hold, and operate Single Character domain names while depriving Plaintiff of the same.

16 104. Thus, each year ICANN improperly acts as a registrar for the Single-Character domain
17 names, contrary to prohibitions that “ICANN shall not act as a Domain Name System Registry or
18 Registrar or Internet Protocol Address Registry in competition with entities affected by the policies of
19 ICANN.”⁵¹

20 105. By ignoring Plaintiff FPI’s request to release Single-Character domain names and
21 preventing Plaintiffs from registering and using the Single-Character domain names at the .com and
22 .net TLD, ICANN is arbitrarily discriminating against Plaintiffs and in so doing is violating its policies
23 and Bylaws and its PICs and its DoC Agreement.

24 106. Due to ICANN’s failure to comply with its own policies and Bylaws, Plaintiffs are
25 unable to register the Single-Character “.com” and “.net” domain names, which unfairly impairs
26

27 ⁵⁰ A true and correct copy of FPI’s letter is available at <https://www.firstplace.com/ICANNformalrequestwithreceipts.pdf>

28 ⁵¹ <https://www.icann.org/resources/pages/governance/bylaws-en/#article2> (ICANN Bylaws § 2.2).

1 Plaintiffs' right to use the Single-Character domain names. Indeed, ICANN's conduct is directly
2 contrary to its representations to a California federal court when it represented that "ICANN does not
3 sell anything or make anything; its functions are **noncommercial** and in support of the public interest."

4 *See supra* Cmpl. ¶ 49 (emphasis added).

5 **E. ICANN's Effort to Auction O.com.**

6 107. Despite Plaintiff FPI having the sole right to register Single-Character domain names
7 shown in Exhibit B1 under the ICANN Policy (feasible allocation frameworks) illustrated by Use Case
8 No. 1 and Use Case No. 2, ICANN sought to impermissibly authorize a speculative auction for the
9 O.com domain name.⁵²

10 108. On March 27, 2019, ICANN approved the Second Amendment to .Com Registry
11 Agreement authorizing the auction of O.com.

12 109. ICANN released the names of the intended recipients of the auction proceeds and
13 subsequently redacted that information from the proposed Second Amendment, claiming it was
14 confidential.⁵³

15 110. ICANN tried to conceal the identity of its chosen non-profits that would reap the
16 auction proceeds from selling O.com, which conduct violated its supposed policy of conducting its
17 business in an "open and transparent" manner.

18 111. Moreover, by authorizing and assisting in the speculative auction of O.com, ICANN
19 also violated its policy prohibiting it from engaging in or benefiting from a commercial transaction
20 related to a domain name in the secondary market sale of a domain name.

21 112. ICANN is prohibited from participating in such transactions.⁵⁴

23 ⁵² A true and correct copy of the proposed ICANN Second Amendment to .com Registry Agreement can be found at
24 <https://itp.cdn.icann.org/en/files/registry-agreements/com/com-amend-2-pdf-27mar19-en.pdf>

25 ⁵³ Exhibit A of the Second Amendment to .com Registry Agreement states: "[REDACTED FOR CONFIDENTIALITY]"
<https://www.firstplace.com/ICANNsecondamendmentunredactedandredacted.pdf>

26 ⁵⁴ <https://www.ntia.doc.gov/page/verisign-cooperative-agreement>, contains the original Cooperative Agreement No. NCR-
9218742 that expressly prohibits ICANN from engaging the sale of domain names.

27 And: "NSI and ICANN agree as follows:...(ii) prohibitions on warehousing of or speculation in domain names by registries
28 or registrars;" & "prohibitions on warehousing of or speculation in domain names by registrars;" & "Registrar shall abide by
any ICANN-adopted policy prohibiting or restricting warehousing of or speculation in domain names by registrars." See:
https://www.ntia.doc.gov/files/ntia/publications/doc_nsi_icann_19990928.pdf

1 113. Contrary to its actions towards Plaintiffs, ICANN's functions are required to be non-
2 commercial and in support of the public interest.

3 114. Despite the fact ICANN Policy unmistakably requires: **“ICANN's IDN Guidelines**
4 **must be followed”** where **“Single-character U-labels on the top level and second level of a**
5 **domain name not be restricted in general...be granted for allocation in the DNS...applied to U-**
6 **labels in Latin script...be available for registration, provided they are consistent with the IDN**
7 **Guidelines”**, in March 2019, ICANN tried to circumvent its own clear Policy requirements when it
8 approved an arbitrary and prohibited auction-sale for the O.com Single-character domain name under a
9 misleading rationale:

10 **The proposed Amendment follows analysis and recommendations on single-**
11 **character domain names from the GNSO's Reserved Names Working Group,**
12 **the GNSO Council, and ICANN org, as well as the input from the**
13 **community, and is consistent with the ICANN Board's approval of the**
14 **release of single-character names in other legacy [Latin] generic top level**
15 **domains (gTLDs). To date, the ICANN Board has approved the release of**
16 **single-character names in many legacy [Latin] gTLDs including .ORG, .BIZ,**
17 **.INFO, .MOBI, and .PRO. Further, single-character names are not required**
18 **to be reserved for gTLDs introduced as part of the New gTLD Program.**⁵⁵

19 ICANN's dodgy O.com Single-character domain name sale justification also occurred well after
20 transparent ICANN Policy framework was already previously resolved and implemented by the July 11,
21 2013 Kane Willet Letter, illustrated in Use Case No. 2, where that singularly true ICANN Policy
22 requirement applies non-arbitrarily, including for the O.com domain name registration allocation, and
23 which Policy was designed and approved to protect rights and interests for all domain name registrants
24 in the public interest.

25 115. Therefore, ICANN's refusal to permit Plaintiffs to register their Single Character
26 domain names violates ICANN's policies and Bylaws.

27 **F. ICANN's Harm to Plaintiffs.**

28 116. ICANN's actions toward Plaintiffs are arbitrary and capricious, especially considering

⁵⁵ Minutes of the Regular Meeting of the ICANN Board 14 March 2019. <https://www.icann.org/en/board-activities-and-meetings/materials/minutes-regular-meeting-of-the-icann-board-14-03-2019-en#1.b.rationale>.

1 ICANN permits others to annually re-register, control, and operate certain Single-Character domain
2 names while refusing Plaintiffs the same, thus subjecting Plaintiffs to inconvenience and injustice.

3 117. Plaintiffs are being deprived of the full use of their domain names. For example,
4 Plaintiff VerandaGlobal.com, Inc. does business as “First Place Internet” and has an entire business
5 plan revolving around the use of 1.com. The deprivation of the use of these domain names in that
6 sense cannot be compensated in monetary terms, which is why Plaintiffs are suing to permit Priority-
7 Access for Plaintiffs’ sole right to register in addition to monetary damages.

8 **VI. CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION:**
10 **UNFAIR & DECEPTIVE TRADE PRACTICES (UCL)**
11 **Bus. & Prof. Code § 17200, et seq.**
12 **(All Plaintiffs Against All Defendants)**

13 118. Plaintiffs refer to each and every preceding paragraph and incorporate those paragraphs
14 as though set forth in full in this cause of action.

15 119. ICANN controls the worldwide issuance or release of the relevant internet domain
16 names. ICANN promulgated and entered numerous policies and contracts with government agencies
17 and others regarding the manner in which it will issue or release internet domain names.

18 120. Defendant ICANN provides internet-related services to consumers throughout
19 California and therefore is required to comply with California Business and Professions Code Section
20 17200.

21 121. California Business and Professions Code Section 17200 provides:

22 As used in this chapter, unfair competition shall mean and include any unlawful,
23 unfair, or fraudulent business act or practice and unfair, deceptive, untrue, or
24 misleading advertising and any act prohibited by Chapter 1 (commencing with
25 Section 17500) of Part 3 of Division 7 of the Business and Professions Code

26 122. Defendant ICANN engaged in unfair or illegal business acts and practices within the
27 meaning of Business and Professions Code Section 17200.

28 123. Defendant ICANN’s conduct was unfair. CALIFORNIA EVIDENCE CODE § 669 states in
pertinent part: “(a) The failure of a person to exercise due care is presumed if: (1) He violated a statute,

1 ordinance, or regulation of a public entity.”

2 124. As a result of Defendants’ violation of the UCL Defendant is presumed to have failed
3 to exercise due care. This presumption standing alone is tantamount to an unfair business practice in
4 violation of UCL § 17200.

5 125. Defendant ICANN has violated the fraudulent prong of the UCL by knowingly and
6 willfully making false and misleading claims regarding its promise to comply with its own policies and
7 procedures regarding the issuance of Single-Character domain names listed in Exhibits B1 and B2.

8 126. Defendant’s false representations were acts likely to and in fact, did mislead Plaintiffs
9 acting reasonably under the circumstances, and constitute a UCL deceptive trade practice.

10 127. Defendant has violated the fraudulent prong of the UCL by knowingly and willfully not
11 intending to abide by its published policies and procedures thereby unlawfully deceiving or inducing
12 Plaintiffs to purchase the Single-Character domain names.

13 128. Defendant ICANN’s conduct, as alleged herein, has been, and continues to be, unfair,
14 unlawful, and harmful to Plaintiffs, and the general public. Accordingly, Plaintiffs seek to enforce
15 important rights affecting the public interest within the meaning of Code of Civil Procedure Section
16 1021.5.

17 129. Defendant ICANN’s activities, as alleged herein, are violations of California law and
18 constitute unlawful business acts and practices in violation of California Business & Professions Code
19 Section 17200, *et seq.*

20 130. A violation of California Business & Professions Code Section 17200, *et seq.*, may be
21 predicated on any illegal, unfair, or fraudulent business act or practice.

22 131. In this instant case, Defendant ICANN’s failure to comply with its publicly stated
23 policies and contractual obligations are, as described herein, both unfair and unlawful.

24 132. ICANN’s failure to release the Single-Character domain names listed in Exhibits B1 and
25 B2 for registration is an unlawful, unfair, or fraudulent business act or practice.

26 133. ICANN’s representations set forth herein constitute unfair, deceptive, untrue, or
27 misleading advertising as discussed herein.

28

1 134. Defendant ICANN has defrauded or misled consumers, internet users, and/or its
2 customers, including Plaintiffs, by failing to comply with its policies, organizational mandate, and its
3 contractual obligations regarding the naming and releasing of internet domain names.

4 135. As a result of the herein-described violations of California law, Defendant ICANN
5 unlawfully gained an unfair advantage over other businesses, including Plaintiffs, and caused Plaintiffs
6 to expend money in reliance on ICANN's policies, contractual promises, and governing mandates.

7 136. Plaintiffs have each been personally and directly injured by Defendant ICANN's
8 unlawful business acts and practices, including but not necessarily limited to the loss of money, the loss
9 of use of their Single-Character domain names, the diminution of value of their Single-Character
10 domain names, and the loss of use of their personal property interests.

11 137. Plaintiffs have been harmed by ICANN's conduct in an amount to be proven at trial,
12 but which exceeds the jurisdictional threshold of this unlimited jurisdiction court.

13 138. Plaintiffs have been damaged as a result and seek among other things, injunctive relief
14 requiring ICANN to release its hold and to permit priority access for Plaintiffs sole right to register,
15 (deleted first in the Registry), or in the alternative, directly transfer of all of their same .com/.net Single-
16 Character domain names listed in Exhibit B1 to FPI and Exhibit B2 to Tallman.

17 139. Pursuant to UCL § 17203, Plaintiffs seek an order: (1) requiring Defendant to cease the
18 unfair practices described herein; (2) compelling Defendant to release to Plaintiffs all Single-Character
19 domain names listed Exhibits B1 and B2; (3) enjoining and ordering Defendant to comply with all
20 court-ordered declaratory relief sought herein; and, (4) upon Plaintiff's motion demonstrating a
21 significant benefit to the public, such as enhancing the public's access to internet domain names,
22 awarding reasonable costs and attorneys' fees pursuant to Cal. Code Civ. Proc. § 1021.5.

23 **SECOND CAUSE OF ACTION:**
24 **BREACH OF CONTRACT**
25 **(All Plaintiffs Against All Defendants)**

26 140. Plaintiffs refer to each and every preceding paragraph and incorporate those paragraphs
27 as though set forth in full in this cause of action.

28 141. ICANN controls the worldwide issuance or release of the relevant internet domain

1 names. ICANN promulgated and entered numerous policies and contracts with government agencies
2 and others regarding the way it will issue or release internet domain names.

3 142. Plaintiffs entered a binding agreement with ICANN and/or through its agents that was
4 governed by ICANN's policies and procedures.

5 143. Plaintiffs registered the IDN .com / .net TLD Single-Character domain names listed in
6 Exhibits B1 and B2.

7 144. ICANN failed to follow its policies as to Plaintiffs' IDN .com / .net TLD Single-
8 Character domain names listed in Exhibits B1 and B2.

9 145. Plaintiffs paid for the Single-Character domain names listed in Exhibits B1 and B2 in
10 reliance on ICANN complying with and following its policies and procedures.

11 146. Plaintiffs performed all of their duties under the applicable policies, except those that
12 were waived, prevented, or excused, and complied with all applicable provisions of the agreement.

13 147. Nevertheless, ICANN refused to release the Single-Character domain names listed in
14 Exhibits B1 and B2 as required pursuant to its policies and procedures, thereby breaching said policies
15 and procedures.

16 148. Plaintiffs suffered monetary damages as a result.

17 149. Plaintiffs are damaged in being unable to register the same Single-Character domain
18 names as Plaintiffs' IDN .com / .net TLD Single-Character domain names listed in Exhibits B1- B2.

19 150. Plaintiffs have been harmed by ICANN's conduct in an amount to be proven at trial,
20 but which exceeds the jurisdictional threshold of this unlimited jurisdiction court.

21 151. ICANN has breached and otherwise repudiated its duty to provide the Single-Character
22 domain names listed in Exhibits B1 and B2 in return for Plaintiffs purchasing said Single-Character
23 domain names and their compliance with all other applicable provisions.

24 **THIRD CAUSE OF ACTION:**
25 **COVENANT OF GOOD FAITH AND FAIR DEALING**
26 **(All Plaintiffs Against All Defendants)**

27 152. Plaintiffs refer to each and every preceding paragraph and incorporate those paragraphs
28 as though set forth in full in this cause of action.

1 153. ICANN controls the worldwide issuance or release of the relevant internet domain
2 names. ICANN promulgated and entered numerous policies and contracts with government agencies
3 and others regarding the manner in which it will issue or release internet domain names.

4 154. Plaintiffs entered an agreement with ICANN and/or through its agents that was
5 governed by ICANN's policies and procedures.

6 155. Plaintiffs performed all, or substantially all of the material requirements required of
7 them pursuant to ICANN's policies and procedures.

8 156. All of the conditions required for ICANN's performance have occurred.

9 157. ICANN's refusal or failure to release the Single-Character domain names for
10 registration priority access, listed in Exhibits B1 and B2, violates Plaintiffs' sole right to the benefits of
11 registering said Single-Character domain names.

12 158. By doing so, ICANN did not act fairly and in good faith.

13 159. Plaintiffs have been harmed by ICANN's conduct in an amount to be proven at trial,
14 but which exceeds the jurisdictional threshold of this unlimited jurisdiction court.

15 **FOURTH CAUSE OF ACTION:**
16 **QUASI CONTRACT**
17 **(All Plaintiffs Against All Defendants)**

18 160. Plaintiffs refer to each and every preceding paragraph and incorporate those paragraphs
19 as though set forth in full in this cause of action.

20 161. ICANN controls the worldwide issuance or release of the relevant internet domain
21 names. ICANN promulgated and entered numerous policies and contracts with government agencies
22 and others regarding the manner in which it will issue or release internet domain names.

23 162. Plaintiffs relied on ICANN's rules, policies, procedures, and contractual requirements
24 with Registrars and others, and in reliance thereon purchased the Single-Character domain names listed
25 in Exhibits B1 and B2. An implied contract at law is therefore presumed to exist between ICANN and
26 Plaintiffs.

27 163. Plaintiffs entered an implied or actual contract with ICANN and/or its agents that is
28 specified or governed by ICANN's policies and procedures.

1 entities and not on a fair, impartial or arbitrary bases, which concealment created a false impression
2 with Plaintiffs.

3 174. The intentional concealment of an important fact, was made with the intent to deceive
4 Plaintiffs or induce Plaintiffs to rely on the concealment of the fact.

5 175. Plaintiffs did justifiably rely on ICANN's concealment of the important fact. Plaintiffs
6 purchased the Single-Character domain names in reliance on the omitted material facts.

7 176. Plaintiffs' reliance on the failure to disclose the concealed fact was a substantial factor in
8 causing Plaintiffs' injury.

9 177. Plaintiffs have been harmed by ICANN's conduct in an amount to be proven at trial,
10 but which exceeds the jurisdictional threshold of this unlimited jurisdiction court.

11 178. The aforementioned acts of Defendant ICANN were committed and done willfully,
12 wantonly, or maliciously, and said intended acts were fraudulent, oppressive, or committed in disregard
13 of Plaintiffs' rights, feelings, and well-being, and by reason thereof, Plaintiffs seek punitive and
14 exemplary damages against Defendant in a sum according to proof at the time of trial within the
15 discretion of this court.

16 **VII. PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs pray for relief and judgment, as follows:

- 18 a. Declare Defendant ICANN's actions, as described herein, violate the UCL §§ 17200 *et*
19 *seq.* and constitute fraud in the inducement, negligence, negligent misrepresentation,
20 and breach of contract, good faith and fair dealing, and/or quasi-contract;
- 21 b. Award all economic, monetary, actual, consequential, statutory, and compensatory
22 damages caused by Defendant's conduct, and if justified, award Plaintiffs exemplary
23 damages;
- 24 c. Award injunctive relief as necessary to cease Defendant's violations of California
25 common law and UCL §§ 17200 *et seq.*;
- 26 d. Award Plaintiffs their reasonable litigation expenses and attorneys' fees as provided by
27 statute and California law;

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- e. Award Plaintiff pre- and post-judgment interest, to the extent allowable; and
- f. Award such other and further relief as equity and just may require.

Dated: March 14, 2024

HELLMICH LAW GROUP, P.C.

s/ Christopher Hellmich
Christopher Hellmich

TFPC, A MAINE PROFESSIONAL CORPORATION
Talcott J. Franklin (*pro hac vice* to be filed)

SAHRBECK P.C.
Jonathan Sahrbeck (*pro hac vice* to be filed)

Attorneys for Plaintiffs VerandaGlobal.com, Inc. and
Bryan Tallman

JURY TRIAL DEMAND

Plaintiffs demand a trial by jury as to all claims so triable.

Dated: March 14, 2024

HELLMICH LAW GROUP, P.C.

s/ Christopher Hellmich
Christopher Hellmich