

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

INDEPENDENT REVIEW PROCESS
INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION

---o0o---

AFILIAS DOMAINS NO. 3 LTD.,)	
)	
Claimant,)	
)	
vs.)	ICDR Case No.
)	01-18-0004-
INTERNET CORPORATION FOR)	2702
ASSIGNED NAMES AND NUMBERS,)	
)	
Respondent.)	
)	

VOLUME IV
ARBITRATION
AUGUST 6, 2020

BALINDA DUNLAP, CSR 10710, RPR, CRR, RMR
465535



(310) 207-8000 Los Angeles	(415) 433-5777 San Francisco	(949) 955-0400 Irvine	(858) 455-5444 San Diego
(310) 207-8000 Century City	(408) 885-0550 San Jose	(760) 322-2240 Palm Springs	(800) 222-1231 Carlsbad
(916) 922-5777 Sacramento	(800) 222-1231 Martinez	(702) 366-0500 Las Vegas	(800) 222-1231 Monterey
(951) 686-0606 Riverside	(818) 702-0202 Woodland Hills	(702) 366-0500 Henderson	(516) 277-9494 Garden City
(212) 808-8500 New York City	(347) 821-4611 Brooklyn	(518) 490-1910 Albany	(914) 510-9110 White Plains
(312) 379-5566 Chicago	00+1+800 222 1231 Paris	00+1+800 222 1231 Dubai	001+1+800 222 1231 Hong Kong

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

INDEPENDENT REVIEW PROCESS
INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION

---o0o---

AFILIAS DOMAINS NO. 3 LTD.,)
)
 Claimant,)
)
 vs.) ICDR Case No.
) 01-18-0004-
 INTERNET CORPORATION FOR) 2702
 ASSIGNED NAMES AND NUMBERS,)
)
 Respondent.)
)

---o0o---

THURSDAY, AUGUST 6, 2020
ARBITRATION HEARING HELD BEFORE

PIERRE BIENVENU
RICHARD CHERNICK
CATHERINE KESSEDJIAN

VOLUME IV
(Pages 589-785)

---o0o---

REPORTER: BALINDA DUNLAP, CSR 10710, RPR, CRR, RMR

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

A-P-P-E-A-R-A-N-C-E-S

---oOo---

FOR THE CLAIMANT AFILIAS DOMAINS NO. 3 LTD.:

DECHERT LLP
1900 K Street, NW
Washington, DC 20006-1110
BY: ARIF HYDER ALI, ESQ.
ALEXANDRE de GRAMONT, ESQ.
ROSEY WONG, ESQ.
DAVID ATTANASIO, ESQ.
MICHAEL LOSCO, ESQ.
TAMAR SARJVELADZE, ESQ.
(202) 261-3300
arif.ali@dechert.com
alexandre.degramont@dechert.com
rosey.wong@dechert.com
david.attanasio@dechert.com
michael.losco@dechert.com

CONSTANTINE CANNON
335 Madison Avenue, 9th Floor
New York, New York 10017
BY: ETHAN E. LITWIN, ESQ.
(212) 350-2700
elitwin@constantinecannon.com

FOR THE RESPONDENT THE INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS:

JONES DAY
555 California Street, 26th Floor
San Francisco, California 94104
BY: STEVEN L. SMITH, ESQ.
DAVID L. WALLACH, ESQ.
PAUL C. HINES, ESQ.
(415) 626-3939
ssmith@jonesday.com
dwallach@jonesday.com
phines@jonesday.com

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

A-P-P-E-A-R-A-N-C-E-S
---o0o---

FOR THE RESPONDENT THE INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS:

JONES DAY
555 South Flower Street, 50th Floor
Los Angeles, California 90071
BY: JEFFREY A. LeVEE, ESQ.
ERIC P. ENSON, ESQ.
KELLY M. OZUROVICH, ESQ.
(213) 489-3939
jlevee@jonesday.com
eenson@jonesday.com
kozurovich@jonesday.com

FOR NDC AMICI:

PAUL HASTINGS
1999 Avenue of the Stars
Los Angeles, California 90067
BY: STEVEN A. MARENBERG, ESQ.
JOSH GORDON, ESQ.
APRIL HUA, ESQ.
(310) 620-5700
stevenmarenberg@paulhastings.com
joshgordon@paulhastings.com
aprilhua@paulhastings.com

FOR VERISIGN AMICI:

ARNOLD & PORTER
777 South Figueroa Street, 44th Floor
Los Angeles, California 90017
BY: RONALD L. JOHNSTON, ESQ.
RONALD BLACKBURN, ESQ.
OSCAR RAMALIO, ESQ.
MARIA CHEDID, ESQ.
JOHN MUSE-FISHER, ESQ.
HANNAH COLEMAN, ESQ.
(213) 243-4000
ronald.johnston@arnoldporter.com
ronald.blackburn@arnoldporter.com
oscar.ramalio@arnoldporter.com
maria.chedid@arnoldporter.com
john.musefisher@arnoldporter.com
hannah.coleman@arnoldporter.com

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

A-P-P-E-A-R-A-N-C-E-S
---o0o---

THE TRIBUNAL:

Pierre Bienvenu,
pierre.bienvenu@nortonrosefulbright.com
Richard Chernick,
richard@richardchernick.com
Catherine Kessedjian, ckarbitre@outlook.fr

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

INDEX OF EXAMINATION

---o0o---

CHRISTINE WILLETT	PAGE
CROSS-EXAMINATION (Cont'd) BY MR. De GRAMONT	601
REDIRECT EXAMINATION BY MR. LeVEE	766

1 CALIFORNIA, CALIFORNIA, AUGUST 6, 2020

2 ---o0o---

3 ARBITRATOR BIENVENU: Welcome, everyone,
4 to Day 4 of our hearing.

5 Before I ask our colleague JD to bring the
6 witness back into the hearing room, I would like to
7 convey to the parties the Panel's decision on the
8 request by the claimant to add three documents to
9 the record.

10 I begin by recalling that in Mr. De
11 Gramont's email dated 21st July 2020, counsel for
12 Afiliass wrote, and I quote, "Both parties have
13 agreed that only materials in the record may be
14 used to examine witnesses," end of quote.

15 This followed up on a letter dated 20 July
16 from Jones Day proposing 23rd July as a cut-off
17 date to supplement the record for the purpose of
18 the cross-examination of witnesses.

19 The document proposed to be added as
20 Exhibit C-186 is a letter authored by Meredith
21 Baker dating back to 2008, described as the cover
22 letter through which the NTIA transmitted to ICANN
23 the so-called Garza letter marked as Exhibit C-125.

24 The claimant avers in support of its
25 request to add this document to the record, and I

1 quote, "The Baker letter provides crucial
2 clarification regarding how the Garza letter came
3 to the attention of ICANN," close quote.

4 The claimant spent considerable time
5 cross-examining Ms. Burr about the Garza letter.
6 The claimant, therefore, knew of the use it
7 intended to make of the Garza letter. Had the
8 claimant felt it relevant to rely on the Baker
9 letter to provide context for the Garza letter, it
10 ought to have added this document to the record
11 before the agreed cut-off date of 23rd July.

12 The same reasoning applies in the opinion
13 of the Panel to proposed Exhibit C-185, which
14 consists of ICANN's answering brief in the Ruby
15 Glen litigation before the U.S. Federal Courts,
16 litigation to which reference is made in the
17 parties' pleadings.

18 The Panel takes a different view in regard
19 to proposed Exhibit C-184, which consists of Board
20 resolution relating to the CCWG-Accountability Work
21 Stream 1 report. These documents are directly
22 responsive to questions from the Panel and, indeed,
23 the Panel expected that ICANN would offer to
24 provide its position on the issue so raised by the
25 Panel by reference to documents even if those

1 documents were not already part of the record.

2 Accordingly, Afiliias's request is granted
3 in part. The addition of proposed Exhibits C-185
4 and C-186 is denied, but the addition of proposed
5 Exhibit C-184 to the record is allowed.

6 So thank you, all.

7 MR. ALI: Mr. Chairman, if I may.

8 ARBITRATOR CHERNICK: Oh, come on.

9 MR. ALI: Sorry, was that -- I think
10 somebody just said, "Oh, come on" to me. Should I
11 proceed?

12 ARBITRATOR BIENVENU: I don't know who
13 said that, but it wasn't a member of the Panel.

14 MR. ALI: Right. So, Mr. Bienvenu, just a
15 couple of points. We wish to thank the Panel for
16 accepting into the record the Board minutes
17 relating to the CCWG-Accountability. And with
18 respect to the two other documents which you have
19 denied, we will note our objection to the ruling on
20 the following. Just to make two points in
21 connection with that.

22 Number one is I thought that the Panel was
23 going to give us an opportunity to address ICANN's
24 submission in writing yesterday. I believe that
25 was something that had been indicated, which is why

1 we didn't simply go ahead and respond to what ICANN
2 had submitted.

3 And secondly, I accept that there was a
4 cut-off, but we are within the context of an
5 international arbitration, and within international
6 arbitration it is frequently the case that during
7 the course of hearings, as when issues are raised
8 by the questioning of witnesses by counsel and in
9 particular by questioning of a -- of a member of
10 the Tribunal or the Panel, that documents will be
11 admitted.

12 Now, a balancing act can be achieved by
13 instructing that a document not be put to a witness
14 because the issue here is of fairness.

15 We are not -- it would be entirely
16 appropriate for the Panel to say that such a
17 document cannot be put to a witness.

18 But insofar as the Ninth Circuit brief is
19 concerned, there is no surprise here to ICANN, I
20 mean, Mr. LeVee and Mr. Enson, counsel to ICANN in
21 the Ninth Circuit. They know exactly what they
22 said.

23 These are representations to a United
24 States Court that are inconsistent with
25 representations that they are making before you, or

1 potentially not, but we are happy to let them put
2 into the record anything else that they want to
3 give that document context.

4 But a very important issue here -- and you
5 could even admit this document as a legal
6 authority -- is the fact that it is in your
7 jurisdiction, and that jurisdiction is based on
8 what it is -- what the scope of the litigation
9 waiver is.

10 In fact, Mr. Chairman, you, yourself,
11 raised a question with Ms. Burr, and I note in your
12 rationales that you just gave us for denying the --
13 sorry, accepting the CCWG report was the fact that
14 questions had been raised by the Panel.

15 You, yourself, raised the question
16 regarding the issue of gap-filling role or the
17 gap-filling effect of the litigation waiver and the
18 IRP's jurisdiction, specifically you asked
19 Ms. Burr.

20 So if a claimant -- if an IRP doesn't have
21 jurisdiction to decide a claim, then you have to be
22 able to bring it to court, right, because it is not
23 arbitrable. If it is not arbitrable, you have to
24 be able to bring it to court.

25 You also went on, and you asked Ms. Burr,

1 "Ms. Burr, was there, so far as you can recollect,
2 a discussion of the effect of a gap between the
3 litigation waiver, the scope of the accountability
4 mechanisms, including any possible limitation on
5 the remedies that an IRP Panel could award?"

6 So a careful balancing here. In the
7 context of international arbitration, I would
8 instruct you cannot put these documents to any
9 witness because that would be unfair.

10 It is certainly a document that could be
11 added to the record together with any documents
12 from the litigation proceedings that we see fit so
13 that we can refer to these documents in our
14 discussions with you.

15 We can refer to these documents in
16 post-hearing briefing and potentially then oral
17 argument because it goes to the critical issue of
18 your jurisdiction in what is ultimately a
19 precedent-setting proceeding.

20 So with that, I will rest. Thank you.

21 ARBITRATOR CHERNICK: Mr. Chairman, I was
22 the person who made the comment, "Oh, come on." I
23 apologize to Mr. Ali, but my impression was that
24 the matter had been submitted and fully argued and
25 that we were going to proceed with the witness.

1 So my comment was simply directed to my
2 expectation that we were done with this issue and
3 that there would not be effectively a request to
4 reconsider.

5 MR. ALI: I don't think I was making a
6 request to reconsider. I was simply raising a
7 point based on our understanding of what the
8 Chairman had said yesterday. But I will say no
9 more, as it seems to be irritating you.

10 ARBITRATOR CHERNICK: So be it.

11 ARBITRATOR BIENVENU: Mr. Ali, thank you
12 for your comments. They are reflected in the
13 transcript.

14 And I will now ask you if either party has
15 any preliminary matter to raise before we bring the
16 witness back for the continuation of her
17 cross-examination?

18 MR. LeVEE: I do not, Mr. Chairman.

19 ARBITRATOR BIENVENU: Mr. Ali?

20 MR. ALI: Nothing other than to just
21 confirm that everything that we just discussed has
22 been on record.

23 Is that correct, Balinda?

24 THE REPORTER: Yes.

25 ARBITRATOR BIENVENU: Yes, of course.

1 MR. ALI: Yes. Thank you.

2 ARBITRATOR BIENVENU: Of course.

3 Very well. Can we then ask that
4 Ms. Willett be brought back into the hearing room,
5 please?

6 Good morning, Ms. Willett. This is Pierre
7 Bienvenu, Chair of the Panel.

8 THE WITNESS: Good morning, Mr. Chairman.

9 ARBITRATOR BIENVENU: So, Ms. Willett,
10 under the same solemn affirmation, we will continue
11 your cross-examination.

12 Mr. De Gramont, your witness.

13 MR. De GRAMONT: Thank you, Mr. Chairman.

14 CROSS-EXAMINATION (Cont'd)

15 BY MR. De GRAMONT

16 Q. And good morning, Ms. Willett. Thank you
17 again for being with us, particularly so early in
18 the morning. I have a few follow-up questions from
19 yesterday.

20 First of all, have you discussed your
21 testimony from yesterday with anyone?

22 A. No.

23 Q. Okay. Yesterday you testified that you
24 studied the guidebook upon assuming your position
25 at ICANN; is that correct?

1 A. That's correct.

2 Q. And did anyone tell you that you should
3 also study the bylaws and articles?

4 A. Not that I recall, no.

5 Q. Did anyone tell you that the guidebook had
6 to be applied consistently with the articles and
7 bylaws?

8 A. So in terms of any conversation with
9 counsel?

10 Q. No, just anyone. Did anyone at ICANN say
11 to you the articles and bylaws need to govern the
12 application of the guidebook?

13 MR. LeVEE: At what time?

14 Q. BY MR. De GRAMONT: Why don't we start
15 when you first arrived at ICANN.

16 MR. LeVEE: I am trying to interpose an
17 objection. I am concerned that the witness has now
18 identified that she may have had conversations with
19 counsel. So if it's okay, I'd like to warn her not
20 to disclose the contents of conversations with
21 counsel. Beyond that, I have no further objection.

22 MR. De GRAMONT: Thank you, Mr. LeVee.

23 Q. So let me ask it this way, and this is
24 just yes or no: Did anyone advise you when you
25 started at ICANN that the articles and bylaws

1 inform the application of the guidebook?

2 A. Not that I recall.

3 Q. Did anyone tell you at any point during
4 your time at ICANN that the articles and bylaws
5 should inform the interpretation and application of
6 the guidebook?

7 A. I don't recall anyone telling me that the
8 bylaws would inform the application of the
9 guidebook.

10 Q. Okay. Thank you. And if you don't
11 remember something when I ask you, just -- it is
12 perfectly fine to say you don't remember.

13 Okay. So let's pick up where we left off
14 yesterday. And -- I'm sorry, one more question
15 before we do that.

16 You said yesterday that there was no
17 separation agreement providing for you to give
18 testimony in this IRP.

19 Do I remember that correctly?

20 A. So the terms of that agreement are
21 confidential. So -- but it did not -- I will go so
22 far to say that it did not mention providing
23 testimony, no.

24 Q. So there was a separation agreement, but
25 it's confidential?

1 A. Correct.

2 Q. Okay. And do you have any other sort of
3 consulting agreement with ICANN that covers your
4 provision of testimony or assistance in this IRP?

5 A. No, nothing.

6 Q. Okay. So, again, going back to where we
7 left off yesterday, and we were looking at Exhibit
8 C-35, which is behind Tab 12 of your binder.

9 A. I am there.

10 Q. You are there?

11 A. Yes.

12 Q. And, again, this is the exchange of emails
13 between Mr. Nevett and Mr. Rasco in early June
14 2016. And, again, just to put this in context,
15 Mr. Nevett was an executive at Donuts, and Donuts
16 owned Ruby Glen and Ruby Glen was a member of the
17 .WEB contention set; is that correct?

18 A. That's correct.

19 Q. All right. So let me read Mr. Nevett's
20 email again. June 6, 2016. "Hi, guys. Jose and I
21 corresponded last week, but I wanted to take
22 another run at the three of you. Not sure if you
23 three are still the Board members of your
24 applicant, but I wanted to reach out to discuss a
25 couple of ideas. Until Monday, I believe that we

1 have a right to ask for a two-month delay of the
2 ICANN auction with the agreement of all applicants.
3 Would you be okay with an extension while we try to
4 work this out cooperatively?" End of quote.

5 Again, do you recall seeing Mr. Nevett's
6 email?

7 A. I may have seen it. I don't specifically
8 recall seeing this email until we discussed it
9 yesterday.

10 Q. Mr. Nevett is asking for a two-month delay
11 of the ICANN auction to see if the members of the
12 contention set could reach an agreement among
13 themselves to resolve the contention set; is that
14 your understanding?

15 A. Yes.

16 Q. And, again, the guidebook encourages
17 members of the contention set to resolve contention
18 among themselves, right?

19 A. Yes, it does.

20 Q. Okay. So there's nothing about
21 Mr. Nevett's request in that respect?

22 A. Correct. As long as it is prior to the
23 deadline of the request or prior to the blackout
24 period, the contention set members aren't supposed
25 to be discussing then, I would see nothing wrong

1 with that email.

2 Q. Okay. And you explain in your witness
3 statement that under the auction rules, applicants
4 can request a delay of the ICANN auction, but they
5 are all supposed to do that within 45 days of the
6 ICANN auction; do I have that right?

7 A. That's correct.

8 Q. So his reference to, quote, until Monday,
9 is probably a reference to that cut-off; is that
10 your understanding?

11 A. I would believe so.

12 Q. So on 7 June Mr. Rasco writes back to
13 Mr. Nevett, and this is what he says, quote, "John,
14 thanks for the message. Sorry for the delay. The
15 three of us are still technically the managers of
16 the LLC, but this decision goes beyond just us.
17 Nicolai is at NSR full-time and no longer involved
18 with our TLD applications. I'm still running our
19 program, and Juan sits on the Board with me and
20 several others. Based on your request, I went back
21 to check with all of the powers that be and there
22 was no change in the response, and we will not be
23 seeking an extension. It pains me personally to
24 stroke a check to ICANN like this, but that's what
25 we're going to have to do, just like others did on

1 .APP and .SHOP," end of quote?

2 Just to put this in context at the outset,
3 Nicolai is a reference to Mr. Bezsonoff; is that
4 your understanding?

5 A. I forget the names of the three
6 individuals on .WEB or NDC.

7 Q. Okay. You don't recall that it's -- you
8 recall that Mr. Rasco was one of them?

9 A. Yes.

10 Q. And that -- do you recall that Mr. Calle
11 was one of them?

12 A. I -- yeah, I recall that we looked at that
13 yesterday.

14 Q. Yes. And Mr. Bezsonoff was the third, we
15 looked at that yesterday?

16 A. I trust you, yeah.

17 Q. Okay. We can go back and take a look at
18 the document, but I'll represent to you that that's
19 what it says.

20 A. Very good.

21 Q. And do you know what NSR is a reference
22 to? It says, "Nicolai is at NSR full time."

23 A. I do not.

24 Q. And do you understand Juan to be a
25 reference to Juan Diego Calle?

1 A. I would believe so.

2 Q. Okay. Now, based on this email -- you saw
3 this email at the time in June, July 2016, I think
4 that's what you testified to yesterday?

5 A. At some point, it was four years ago, so
6 June, July, August, I would have to refer to my
7 testimony to determine the date when I --

8 Q. Sometime during that summer?

9 A. Yes.

10 Q. All right. And based on this email,
11 Mr. Nevett raised a concern that there might have
12 been a change of ownership or control over NDC.

13 Do you recall that?

14 A. Could you say that again?

15 Q. Yes. Based on the email, Mr. Nevett
16 raised a concern that there might have been a
17 change in ownership or control over NDC?

18 A. I don't see that in this email. Are you
19 referring to a different email?

20 Q. No. I am asking if you recall that based
21 on this email, after this email, Mr. Nevett raised
22 that concern?

23 A. Yes. I recall Mr. Nevett raising that
24 concern with me in June of 2016. I believe -- I
25 came to understand it was based on this email

1 exchange.

2 Q. And reading Mr. Rasco's email, you can see
3 why Mr. Nevett had that concern, would you agree?

4 MR. MARENBERG: Objection; calls for
5 speculation, no foundation.

6 MR. De GRAMONT: I am asking for the
7 witness' understanding, and I don't think it is
8 appropriate for Amici to object in any extent.

9 ARBITRATOR BIENVENU: I will allow --

10 MR. MARENBERG: May I briefly respond?
11 He's asking her to speculate on what Mr. Nevett was
12 thinking and what Mr. Rasco was thinking.

13 MR. De GRAMONT: I am asking -- first of
14 all, it is totally inappropriate for Amici to
15 object. This is not an Amici witness, and I will
16 ask the Chairman to instruct the Amici counsel not
17 to interject objections to witnesses that are not
18 being presented by the Amici. That's beyond the
19 scope of what the Panel ordered and what we agreed
20 to. So that's number one.

21 Number two, I am not asking the witness to
22 speculate. I'd also ask for objections to be made
23 in a form that doesn't suggest the answer to the
24 witness.

25 Number three, I am simply asking for the

1 witness' understanding of the text of the document
2 that we are showing to her.

3 ARBITRATOR BIENVENU: So as to Mr. De
4 Gramont's first point, we recalled yesterday the
5 parties' agreement on a one-counsel rule subject to
6 the possibility for the counsel cross-examining a
7 witness to consult with his team.

8 So the rule applies to all, and the
9 witness is -- has been introduced by Mr. LeVee. If
10 there are objections to be raised, he should raise
11 them himself. And my ruling stands, I will allow
12 the question.

13 Q. BY MR. De GRAMONT: So, Ms. Willett, just
14 reading Mr. Rasco's email, you can understand why
15 Mr. Nevett had raised a concern about the change of
16 ownership or control in NDC, can't you?

17 A. Well, I really -- I don't know what
18 Mr. Nevett was thinking, but this would not have
19 raised concerns to me about the ownership interest.
20 He says that the three of them are still
21 technically the managers of the LLC. That was what
22 was on their application. ICANN was concerned
23 about what was technically the case.

24 Q. Well, he says the decision as to whether
25 to participate in an ICANN auction or a private

1 auction, quote, "goes beyond just us," unquote. He
2 says that there are now additional Board members
3 beyond those identified in the application. He
4 says that in order to be able to answer whether he
5 can participate in a private auction or in an ICANN
6 auction, he has to check with all of the powers
7 that be.

8 In your view, that doesn't indicate that
9 someone else is -- now has an ownership or control
10 interest in NDC?

11 MR. LeVEE: Mr. Chairman, I do think that
12 this is starting to be very argumentative. The
13 witness has provided an answer.

14 MR. De GRAMONT: Again, I am asking for
15 the witness' understanding of the document and how
16 ICANN reacted to it at the time.

17 MR. LeVEE: She gave you an answer to the
18 question, and then what you did was you read more
19 of the paragraph and asked the same question.

20 MR. De GRAMONT: I am asking whether these
21 particular issues raised a concern that there had
22 been a change of ownership in the company. I am
23 simply pointing her to particular statements to
24 follow up on my earlier question.

25 ARBITRATOR BIENVENU: The question is

1 allowed.

2 THE WITNESS: So I can speak to my -- does
3 this raise an issue for me. Since it says that
4 Mr. Rasco was still managing, running the program,
5 managing the application, the fact that he had to
6 check with other individuals, that was sort of
7 common practice amongst applicants.

8 They often had dozens of people on a Board
9 of Directors, maybe a governing Board, an advisory
10 Board. They had all sorts of other executives they
11 would have to check with. So it wouldn't surprise
12 me that an individual like Mr. Rasco would have to
13 check with others.

14 Q. BY MR. De GRAMONT: So this communication
15 did not raise any concerns for you that there was a
16 change of ownership or control in NDC's ownership
17 or, for that matter, in NDC's application?

18 A. So, again, I didn't get this email until
19 some late date, but it did not drive me -- this
20 email alone would not have -- I guess I am sort of
21 talking about a hypothetical, but since I did
22 receive it, it didn't drive action in it. I am
23 just saying hypothetically it wouldn't have beyond,
24 you know, the action my team did take in June of
25 2016.

1 Q. Okay. Well, let's move on to that.

2 In Paragraph 19 of your witness statement,
3 again, that's behind Tab 1, the first sentence
4 reads, quote, "ICANN was first notified that Ruby
5 Glen had concerns that NDC had undergone a change
6 of control or ownership on 23 June 2016 by way of
7 an email from then Donuts Inc.'s cofounder and
8 executive vice president of corporate affairs, John
9 Nevett, sent to ICANN's customer portal."

10 And then you cite to Exhibit A of your
11 witness statement. So let's take a look at that
12 email, which is behind Tab 13 of your binder. It
13 is Willett Witness Statement Exhibit A, Page 2.

14 A. Yes.

15 Q. And it's the longer email in the middle of
16 the page, and it's very small. But Mr. Nevett
17 writes, "It has come to our attention that one of
18 the applicants for .WEB has failed to properly
19 update its application. Upon information and
20 belief, there have been changes to the Board of
21 Directors and potential control of NU DOT CO LLC
22 (NDC) that has materially changed its application.
23 To our knowledge, however, NDC has not filed the
24 required application change request," unquote.

25 He goes on to say, "We" -- this is the

1 second-to-last paragraph, quote, "We request that
2 ICANN investigate the change in NDC's Board and
3 potential control and that the ICANN auction
4 scheduled for July 27th be immediately postponed.
5 The auction should be scheduled after the final
6 investigation is complete and NDC's requisite
7 change request is resolved. We do not make this
8 request lightly and haven't done so in well over
9 100 other scheduled ICANN auctions," unquote.

10 In light of the email from Mr. Rasco that
11 we just looked at, this was a reasonable request,
12 don't you agree?

13 A. Based on subsequent conversations I had
14 with Mr. Nevett, I believe that this was a sincere
15 concern of his. I would be presuming what was the
16 basis of this email.

17 Q. And Mr. Nevett is correct when he writes
18 that if the ownership or control of NDC had
19 changed, NDC was required to report that and ICANN
20 needed to evaluate that change, he's citing to
21 Section 1.2.7 of the guidebook; is he correct in
22 that assertion?

23 A. Section 1.2.7 of the guidebook does govern
24 the changes that ICANN needs to be informed of,
25 yes.

1 Q. Going back to your witness statement,
2 Paragraph 20, Page 7. Tell me when you're there.

3 A. Yes.

4 Q. In reference to Exhibit A that we just
5 looked at, you write in Paragraph 20, quote, "The
6 only issue Mr. Nevett raised was his concern that
7 NDC may have undergone a change in ownership or
8 control. He did not mention that he thought
9 VeriSign might be involved with NDC's application
10 and, in fact, did not mention VeriSign at all."

11 Do you see that?

12 A. I do.

13 Q. My first question is: Do you have any
14 reason to believe that Mr. Nevett knew that
15 VeriSign might be involved in NDC's application?

16 A. I don't have any information on that.

17 Q. Are you suggesting that he was somehow at
18 fault for somehow not mentioning VeriSign in that
19 communication?

20 A. No, not at all.

21 Q. And you seem to draw a distinction between
22 the concern that NDC may have undergone a change of
23 ownership or control on the one hand and the
24 possibility that VeriSign might be involved with
25 NDC's application on the other.

1 Do I understand that correctly?

2 A. I'm sorry, I am not sure I understand the
3 question. Could you repeat that?

4 Q. Sure. So you say, "The only issue
5 Mr. Nevett raised was his concern that NDC may have
6 undergone a change in ownership or control. He did
7 not mention that he thought VeriSign might be
8 involved with NDC's application," end of quote.

9 So is there a distinction between the
10 concern that NDC may have gone -- undergone a
11 change in ownership or control from a concern that
12 VeriSign might be involved with NDC's application?

13 A. I wouldn't say that there was a concern or
14 a distinction. It was more -- it would have
15 been -- if VeriSign or any other entity had been
16 shared with me, it would have given my team another
17 direction to pursue and additional questions to ask
18 about, but insomuch it was about control and
19 ownership, we just followed up with NDC about those
20 matters.

21 Q. But if VeriSign had been involved with
22 NDC's application, that would suggest a resale or
23 transfer or assignment of NDC's rights and
24 obligations in the application.

25 Do you disagree?

1 A. Not necessarily.

2 Q. Okay. In paragraph -- let me back up.

3 So if -- you're saying that if Mr. Nevett
4 had mentioned VeriSign, it would have given you
5 another avenue to pursue and investigate?

6 A. We would have asked a question about that,
7 yes.

8 Q. Okay. In Paragraph 21, you write, quote,
9 "In view of Ruby Glen's concerns, ICANN immediately
10 investigated. Upon receipt of Mr. Nevett's 23 June
11 2016 email, I instructed my staff to investigate
12 the claims raised therein," unquote.

13 And you refer to an email dated 27 June
14 2016, which is Exhibit B. So let's take a look at
15 that, and that's at Tab 14 of your binder. Tell me
16 when you're there, Ms. Willett.

17 A. I am there.

18 Q. So the bottom -- the email at the bottom
19 is from Mr. Jared Erwin to Mr. Rasco. Who is
20 Mr. Erwin?

21 A. He was a member of the new gTLD Program
22 team.

23 Q. Do you recall what his title was?

24 A. I don't. I know that he was involved in
25 administering the auctions and contention set at

1 that time.

2 Q. How many investigations of this type had
3 he done before, do you know?

4 A. I don't know.

5 Q. How big was your staff at this time, do
6 you recall that?

7 A. June of 2016, approximately 35, perhaps
8 40.

9 Q. Okay. Were they all direct reports to
10 you?

11 A. They were not.

12 Q. Was Mr. Erwin a direct report to you?

13 A. He was not.

14 Q. Do you recall to whom he directly
15 reported?

16 A. As of that date, I was uncertain.

17 Q. So the first two sentences of Mr. Erwin's
18 email to Mr. Rasco read, quote, "We would like to
19 confirm that there have not been changes to your
20 application or the NU DOT CO LLC organization that
21 need to be reported to ICANN. This may include any
22 information that is no longer true and accurate in
23 the application, including changes that occur as
24 part of regular business operations (e.g., changes
25 to officers and directors, application contacts),"

1 period.

2 Do you recall that?

3 A. Yes.

4 Q. And did you see that email at the time
5 that Mr. Erwin sent it out?

6 A. It was four years ago. I don't recall.

7 Q. Now, Mr. Rasco appears to respond very
8 quickly, within about 48 minutes, but there are
9 different time zones. Do you know if all these
10 times are Pacific time?

11 A. I believe them to be Pacific time.

12 Q. In any event, Mr. Rasco responds, quote,
13 "I can confirm that there have been no changes to
14 the NU DOT CO LLC organization that would need to
15 be reported to ICANN."

16 Do you see that?

17 A. Yes.

18 Q. So he answers Mr. Erwin's questions about
19 whether any changes had been made to the NDC
20 organization, but he doesn't answer whether there
21 had been any changes to the application, correct?

22 A. Correct.

23 Q. And then Mr. Erwin responds very soon
24 thereafter, quote, "Thank you for confirming. No
25 further action is required of you at this time,"

1 unquote.

2 Just so I'm clear, when you write in your
3 witness statement that you asked your staff to
4 investigate the claims raised by Mr. Nevett, you're
5 referring to this exchange of emails here on
6 Willett Exhibit B; do I understand that correctly?

7 A. Yes, that was one of the steps. That was
8 the investigation as of June.

9 Q. Okay. Let's go back to this witness
10 statement. And at Paragraph 23 you state that on
11 29 June 2016, the next day, you met with
12 Mr. Nevett -- sorry. It is two days later. You
13 met with Mr. Nevett at the ICANN meeting in
14 Helsinki.

15 Do you recall that meeting?

16 A. I do.

17 Q. And Mr. Nevett again asked that the
18 auction be postponed based on his concerns about
19 NDC's ownership or management.

20 Do you recall that?

21 A. I do recall that.

22 Q. Okay. And according to your witness
23 statement -- I am looking at the middle sentence,
24 four lines down. It says, quote, "During this
25 meeting, I informed Mr. Nevett that my team had

1 already investigated the alleged management changes
2 with NDC's representative and that NDC asserted
3 that no such changes had occurred. I further
4 informed Mr. Nevett that, based on the fact that
5 ICANN had found no evidence of such a management
6 change, ICANN was continuing to proceed with the
7 auction as scheduled," unquote.

8 And, again, just so I'm clear, when you
9 told Mr. Nevett that the team had already
10 investigated and found no evidence of a management
11 change, you're referring to the exchange of emails
12 that we just looked at between Mr. Erwin and
13 Mr. Rasco; is that correct?

14 A. That's correct.

15 Q. And you again say, "At no time did
16 Mr. Nevett mention VeriSign."

17 Again, this is only a few days later, but
18 at this point you had no reason to believe that
19 Mr. Nevett should have been aware of VeriSign's
20 involvement in the application; is that correct?

21 A. I don't know what Mr. Nevett was aware of.

22 Q. But you have no reason to believe he
23 should have been aware of any involvement by
24 VeriSign?

25 A. That he should have been, no.

1 Q. Okay. Now, you go on to say in Paragraph
2 24 that you told Mr. Nevett in Helsinki that if he
3 was not satisfied with ICANN's course of action, he
4 had the option to invoke one of ICANN's
5 accountability mechanisms, and that's what
6 Mr. Nevett proceeded to do.

7 Do you recall that?

8 A. Yes. He contacted the ombudsman.

9 Q. And the ombudsman at that time was
10 Mr. Chris LaHatte. How do you pronounce that,
11 LaHatte?

12 A. I believe he says LaHatte.

13 Q. LaHatte. And you go on to say in
14 Paragraph 24, quote, "On 6 July 2016, the ombudsman
15 sent an email to NDC on which I was blind-copied
16 inquiring as to whether any changes in
17 ownership/control had taken place and noting that
18 he had," quote, "opened an ombudsman complaint file
19 about this matter," unquote. And that's at Exhibit
20 C of your witness statement.

21 So let's take a look at that. It is Tab
22 15 of your binder. Again, this is Willett Exhibit
23 C, Page 2, an email from Chris LaHatte dated July
24 6, 2016. Quote, "Dear, Mr. Rasco. I have received
25 a complaint from one of the applicants for .WEB as

1 follows: One or more applicants for .WEB made a
2 complaint to the ombudsman about changes to the
3 .WEB application by one of the applicants, being NU
4 DOT CO LLC. There is evidence from them (which I
5 have seen) which reveals that there have been
6 changes to the composition of NU DOT CO LLC's Board
7 that require it to go through an ICANN change
8 process," unquote.

9 Was the evidence that Mr. LaHatte was
10 referring to the exchange of emails between
11 Mr. Rasco and Mr. Nevett that we looked at earlier?

12 A. Mr. LaHatte didn't tell me specifically
13 what evidence he was basing that on.

14 Q. Were you aware of any evidence beyond that
15 exchange of emails?

16 A. No, I was not.

17 Q. Okay. Even though Mr. LaHatte decided to
18 open an ombudsman complaint, you decided that you
19 would speak to Mr. Rasco yourself; is that correct?

20 A. So I had a variety of conversations of
21 exchanges with Mr. LaHatte over the course of the
22 program, and all of which I believe were with
23 counsel and would have been privileged, but I could
24 speak to generally the nature of why I would have
25 sent an email -- contacted Mr. Rasco.

1 Q. In any event, two days after Mr. LaHatte's
2 letter to Mr. Rasco, you did send an email to
3 Mr. Rasco asking him to call you.

4 Do you remember that?

5 A. Yes. In essence, I was endeavoring to
6 gather additional information to inform
7 Mr. LaHatte's investigation that I could share with
8 him.

9 Q. And did you tell Mr. LaHatte that you were
10 reaching out to Mr. Rasco?

11 A. I may have. I don't recall specifically.

12 Q. Let's take a look at Tab 16, which is
13 Exhibit F to your witness statement. Tell me when
14 you're there.

15 A. Yes, I am.

16 Q. At the bottom we can see that you sent an
17 email to Mr. Rasco on 8 July 2020 asking him to
18 call you at his earliest convenience, right?

19 A. Yes.

20 Q. And you don't recall if you told the
21 ombudsman that you were going to send Mr. Rasco
22 this email?

23 A. I don't recall specifically telling him
24 one way or another.

25 Q. Do you recall telling anyone else at ICANN

1 that you were going to send this email to
2 Mr. Rasco?

3 A. In terms of conversations with counsel?

4 Q. For now let's leave it at yes or no. Did
5 you tell anyone at ICANN that you were going to
6 send this email to Mr. Rasco, that you recall?

7 A. Yeah, it's been four years. I don't
8 recollect.

9 Q. Do you recall if anyone at ICANN asked you
10 to send this email?

11 A. Not that I recall.

12 Q. In any event, Mr. Rasco called you later
13 that day; is that correct?

14 A. That's correct.

15 Q. And do you remember how long the
16 telephone -- he called you by telephone, I assume?

17 A. Yes.

18 Q. And do you remember how long the
19 conversation lasted?

20 A. I don't.

21 Q. Was anyone on the call besides you and
22 Mr. Rasco?

23 A. I believe I had one or two other staff
24 members from our team with me.

25 Q. Do you recall who they were?

1 A. I believe that it was Christopher Bare,
2 and I believe at the time it may have been
3 Ms. Christina Flores.

4 Q. Was anyone from ICANN listening to the
5 call?

6 A. Not that I recall, no.

7 Q. Okay. Did anyone take notes of the
8 conversation?

9 A. Ms. Flores did.

10 Q. Do you recall if she took them by hand or
11 were they typed?

12 A. Her practice was by hand. That's what I
13 recall.

14 Q. And what did she do with the notes, do you
15 recall?

16 A. I don't know.

17 Q. Do you know -- do you know if they still
18 exist?

19 A. I don't.

20 Q. Do you know if they were sent to the legal
21 department?

22 A. They may. I don't know.

23 Q. Okay. Your conversation with Mr. Rasco
24 took place on 8 July.

25 Do you remember that that was a Friday?

1 A. I don't recall what day of the week it
2 was, no.

3 Q. Well, the next day, Saturday, 9 July, you
4 wrote to the ombudsman to report on your
5 conversation with Mr. Rasco.

6 Do you remember that?

7 A. Yes.

8 Q. Okay. The email you sent to the ombudsman
9 is Exhibit D to your witness statement. It is
10 behind Tab 17 of your binder. So let's take a look
11 at it.

12 Again, it is Willett Witness Statement
13 Exhibit D, Saturday, July 9, 2016, and you copied
14 Amy Stathos and Herb Waye.

15 Can you tell us who Ms. Stathos is or what
16 her position was at the time?

17 A. She's deputy general counsel at ICANN.

18 Q. And when did Ms. Stathos get involved in
19 this process?

20 A. So Ms. Stathos is -- I believe she was
21 involved with the communications between the --
22 with the ombudsman from the beginning. That was
23 the standard practice, but I suppose maybe that's
24 privileged.

25 Q. I don't think it is.

1 A. Okay.

2 Q. Who was Herb Waye?

3 A. Mr. Waye was the -- don't know what his
4 formal title was. He was the assistant ombudsman,
5 secondary ombudsman.

6 Q. And when did he get involved?

7 A. I would have to review the emails, but I
8 believe it would have been part of the email
9 thread.

10 Q. Okay. So you write in the first paragraph
11 to Mr. LaHatte, quote, "I hope that this email
12 finds you well. I know that you have been in
13 communication with NU DOT CO LLC to inquire about
14 the recent complaint filed by Donuts regarding its
15 ownership and potential impact on the .WEB/.WEBS
16 auction," unquote.

17 Does this reflect your recollection as to
18 whether you had communicated with Mr. LaHatte
19 before contacting Mr. Rasco on Friday, July 8?

20 A. If I may review this.

21 Q. Yes.

22 A. Yes, I believe through this entire
23 exhibit, it goes back July 6, yes, I had been in
24 communication with Mr. LaHatte about this matter.

25 Q. Now, is it your understanding that the

1 ombudsman is supposed to be independent?

2 A. Yes.

3 Q. And so why are you gathering information
4 under the ombudsman under the oversight of the
5 deputy general counsel?

6 THE WITNESS: Should I be disclosing
7 conversations and direction?

8 MR. LeVEE: I will caution you not to
9 disclose communications with counsel, and I am
10 going to object to the statement in the question
11 that anything you were doing was under the
12 direction of the deputy general counsel.

13 Q. BY MR. De GRAMONT: Had someone asked you
14 to write this email to Mr. LaHatte?

15 A. Mr. LaHatte had -- in this matter, as in
16 many other matters, had asked me to provide
17 information -- the program team that I might have
18 to help inform his investigation so he could pursue
19 that independent investigation.

20 So he gathered information -- it is a
21 common practice. My understanding is he gathered
22 information from a variety of sources, including
23 asking me to provide information on certain
24 matters.

25 Q. Had you ever read the ombudsman charter

1 stated in ICANN's bylaws?

2 A. I don't specifically recall reading a
3 charter.

4 Q. Well, maybe we can put it up on the
5 screen. This is from the current bylaws, but it is
6 identical -- virtually identical to the bylaws in
7 place at the time. It is Exhibit C-1, Section 5.2.

8 MR. LeVEE: Is this in the binder?

9 MR. De GRAMONT: It is not in the binder.

10 Chuck, could you put that up and enlarge
11 Section 5.2?

12 It says, "The charter of the Ombudsman
13 shall be to act as a neutral dispute resolution
14 practitioner for those matters for which the
15 provisions of the Independent Review Process set
16 forth in Section 4.3 have not been invoked. The
17 principal function of the Ombudsman shall be to
18 provide an independent internal evaluation of
19 complaints by members of the ICANN community who
20 believe that the ICANN staff, Board or an ICANN
21 constituent body has treated them unfairly. The
22 Ombudsman shall serve as an objective advocate for
23 fairness, and shall seek to evaluate, and where
24 possible, resolve complaints about unfair or
25 inappropriate treatment by ICANN staff, the Board,

1 or ICANN constituent bodies, clarifying the issues
2 and using conflict resolution tools such as
3 negotiation, facilitation, and 'shuttle diplomacy'
4 to achieve those results," unquote.

5 Have you ever seen that before?

6 A. I may have. I don't specifically recall
7 an occasion.

8 Q. And here Mr. Nevett was asking the
9 ombudsman to look at a question which your staff
10 had already investigated and where Mr. Nevett was
11 unsatisfied with the results.

12 Do I understand that correctly?

13 A. Correct.

14 Q. Okay. So in the second sentence you
15 write, quote, "As you know, my team had reached out
16 to NU DOT CO LLC previously, and we received
17 confirmation that NU DOT's application materials
18 were still true and accurate."

19 Again, you're referring to that exchange
20 of emails between Mr. Erwin and Mr. Rasco that we
21 looked at earlier, right?

22 A. That's correct.

23 Q. You continue, quote, "In an effort to be
24 extremely cautious, I reached out to Mr. Jose
25 Ignacio Rasco (the application's primary contact

1 for NU DOT's .WEB application) again today to
2 ensure our understanding of his previous response
3 was accurate. During the call, he explained the
4 following:"

5 And then he goes through five different
6 points.

7 Do you see that?

8 A. Yeah, those were my points, yes.

9 Q. These were five points that Mr. Rasco had
10 conveyed to you and were summarized and notes taken
11 by your staff member?

12 A. Yes.

13 Q. Okay. And I think everyone can read the
14 first four points on his or her own.

15 I want to focus on Point 5, quote, "He,"
16 meaning Mr. Rasco, "was contacted by a competitor
17 who took some of his words out of context and is
18 using them as evidence regarding the alleged change
19 in ownership," period. "In communicating with that
20 competitor, he used language to give the impression
21 that the decision to not resolve contention
22 privately was not entirely his. However, this
23 decision was, in fact, his. He does not believe
24 that it is appropriate that this email conversation
25 is being used as evidence."

1 He goes on to say, quote, "Mr. Rasco
2 indicated that he provided you with similar
3 information, but I wanted to share the details of
4 our conversation in case they can provide you with
5 a more complete picture."

6 Do you recall that?

7 A. Yes.

8 Q. Now, did Mr. Rasco tell you during the
9 conversation that the decision to enter the ICANN
10 auction was, in fact, his decision; is that what he
11 told you?

12 A. Yes.

13 Q. And by this time, you had seen Mr. Rasco's
14 email to Mr. Nevett. Do I understand that
15 correctly?

16 A. I may have. Again, I don't -- I don't
17 recall when I specifically saw that email exchange.

18 Q. How could you possibly interview Mr. Rasco
19 without having that email in front of you,
20 Ms. Willett? Let's go back to Tab 12, which is
21 Exhibit C-35.

22 And Mr. Rasco has told you that the
23 decision to skip the private auction and go to the
24 ICANN auction was, in fact, his. But here in
25 Exhibit C-35, he is saying that the decision "goes

1 beyond just us."

2 Did you or anyone else at ICANN ask him
3 what he meant when he said the decision to go to
4 the ICANN auction, quote, "goes beyond just us,"
5 unquote?

6 A. Again, I don't recall having this email at
7 that time. You asked me the question how could I
8 have had the conversation with Mr. Rasco. But I
9 was having a conversation with Mr. Rasco based on
10 my conversation with Mr. Nevett in Helsinki and
11 based on Mr. LaHatte's general practice and request
12 that I provide him with information that I had.
13 That was the basis of my, again, reaching out to
14 Mr. Rasco.

15 Q. Ms. Willett, do you know if you or anyone
16 else at ICANN ever asked Mr. Rasco what he said --
17 what he meant when he said the decision to go to
18 the ICANN auction, quote, "goes beyond just us,"
19 unquote? Do you know if anyone ever asked that
20 question?

21 A. Again, I don't believe -- I don't recall
22 asking that question because I don't recall having
23 this email. The nature of the conversation with
24 Mr. Rasco, the way he described it, was like when
25 someone asks me if I'm available to go out to

1 dinner and I don't really want to go to dinner, but
2 I say, "Let me check with my husband. I need
3 my" --

4 Q. Ms. Willett, you are straying far from my
5 question, and I only have limited time.

6 MR. MARENBERG: Mr. Chairman, this is
7 Steve Marenberg. I believe that the witness is
8 entitled to finish her answer to the question.

9 MR. De GRAMONT: Mr. Chairman, we have had
10 an instruction that the Amici counsel not
11 intervene. The Amici counsel is only participating
12 in this hearing at the discretion of the Tribunal.
13 Are we going to have to ask for the Amici counsel
14 to be removed or will Amici counsel be able to
15 follow the Chairman's instructions?

16 ARBITRATOR BIENVENU: Mr. LeVee and
17 Mr. Marenberg, could you, one after the other,
18 respond to the objection that's just been made,
19 starting with you, Mr. LeVee?

20 MR. LeVEE: I did understand that there's
21 only one lawyer who is supposed to be raising
22 objections in this context, and that lawyer would
23 be me.

24 ARBITRATOR BIENVENU: Mr. Marenberg?

25 MR. MARENBERG: Mr. Chairman, I do believe

1 that we are different parties than Mr. LeVee
2 represents. In other words, he and I represent
3 different parties. So I don't believe that there
4 are two lawyers for one party objecting here.

5 Now, this is a matter in which Mr. De
6 Gramont is interrogating the witness about her
7 conversation with my client, and she is giving an
8 explanation of that conversation, and Mr. De
9 Gramont interrupted her in the middle of that
10 answer.

11 This answer bears on my client's rights,
12 and I believe that I appropriately have the right
13 to at least ask that her answer be heard in its
14 entirety before she's cut off, as is proper in
15 these types of proceedings.

16 Now, if you're going to tell me to be
17 quiet and I cannot represent my client even though
18 its interests are implicated in this question and
19 this line of inquiry, I will be quiet and not raise
20 any other objections, but that is why I interrupted
21 and interjected myself here.

22 I don't believe that I am representing the
23 same interest as Mr. LeVee and, therefore, we are
24 not subject to the one-counsel rule.

25 ARBITRATOR BIENVENU: Mr. Marenberg, you

1 are aware of the status granted to the Amici in
2 this proceeding under the Panel's decision in Phase
3 I. The status is that of an amicus curiae whose
4 contribution to the work of the Panel takes the
5 form of written submissions.

6 So I would indeed ask you to refrain from
7 making objections in the course of the
8 cross-examination of witnesses presented by the
9 respondent.

10 MR. MARENBERG: So noted, Mr. Chair, and I
11 will not make any more objections.

12 ARBITRATOR BIENVENU: Thank you,
13 Mr. Marenberg.

14 Q. BY MR. De GRAMONT: Now, Ms. Willett,
15 since Mr. Marenberg did intervene, you were going
16 to say that this was like being asked to a dinner
17 party and you wanted to make an excuse not to go to
18 have dinner with the person; is that what you were
19 going to say?

20 A. Yes, sort of using my husband as an excuse
21 as to being the decision maker about whether we go
22 to a dinner party or not when ultimately it's my
23 decision.

24 Q. And you know that's exactly the example
25 that Mr. Marenberg gave during his opening argument

1 to the Panel, did you know that?

2 A. No. No, I'm sorry, I didn't.

3 Q. Okay. So going back to Exhibit C-35 -- so
4 to your recollection, no one asked Mr. Rasco what
5 he meant when he said that the decision to go to
6 the ICANN auction, quote, "goes beyond just us,"
7 unquote?

8 A. I only know what I asked Mr. Rasco.

9 Q. Do you know if you or anyone else at ICANN
10 asked him who the several new Board members were?

11 A. Again, I don't recall having this email in
12 this time frame, so I don't believe that I would
13 have asked him about that.

14 Q. Okay. Did you or anyone else at ICANN ask
15 him whom he meant by, quote, "all the powers that
16 be," unquote?

17 MR. LeVEE: Can I just object? I don't
18 know how she has any way of knowing if anyone else
19 at ICANN --

20 Q. BY MR. De GRAMONT: To your knowledge. To
21 your knowledge, Ms. Willett.

22 A. Again, I can't speak to any other
23 conversations. I believe that in terms of program
24 interactions, it was my team and I that were the
25 channel for communicating with applicants, but I

1 don't know what anyone else might have conveyed.

2 Q. Even after an applicant had raised a
3 complaint to the ombudsman about your team's
4 investigation of the matter, you believe it was
5 your team's responsibility to continue
6 communicating with applicants about such matters?

7 A. Well, insomuch as the ombudsman, I don't
8 specifically recall in this situation, but my
9 general recollection is that the ombudsman asked me
10 to provide whatever information we had about the
11 matters he was investigating pertaining to new gTLD
12 applicant disputes.

13 So it was a matter of gathering that
14 information, fact-finding where we could to support
15 to provide that information in support of his
16 investigation.

17 Q. Did you coordinate your phone call to
18 Mr. Rasco with the ombudsman?

19 A. No.

20 Q. Let's go back to your witness statement.
21 And at Paragraph 29 on Page 9 you write, quote --
22 tell me when you're there.

23 A. I am there. Thank you.

24 Q. So you write, again, Paragraph 29, quote,
25 "On 12 July 2016, the ombudsman informed me that he

1 had determined that there was no reason to postpone
2 the auction because he found no evidence of a
3 change to the ownership or control of NU DOT CO,"
4 unquote.

5 Did you write this witness statement, by
6 the way?

7 A. I worked with ICANN's legal counsel to
8 draft this.

9 Q. Okay. And was "determined" your choice of
10 words, do you recall?

11 MR. LeVEE: Object; invades the privilege.

12 Q. BY MR. De GRAMONT: Let me ask it this
13 way: Do you recollect that the ombudsman informed
14 you that he had determined that there was no reason
15 to postpone the auction because he found no
16 evidence of a change to the ownership or control?

17 A. May I look at his email?

18 Q. Yeah, let's take a look at it. That's a
19 good idea.

20 Exhibit G is behind Tab 18 of your binder.
21 Tell me when you're there. Are you there,
22 Ms. Willett?

23 A. Yes. Thank you.

24 Q. So this is Mr. LaHatte's email to you,
25 Ms. Stathos is in copy. It's dated July 12th,

1 2016. He writes, quote, "I have not seen any
2 evidence which would satisfy me that there has been
3 a material change to the application, so my
4 tentative recommendation is that there is nothing
5 which would justify a postponement of the auction
6 based on unfairness to the other applicants,"
7 unquote.

8 So do you see a difference between the
9 terms "determination" and the term "tentative
10 recommendation"?

11 A. Certainly.

12 Q. He goes on to write, quote, "Is there any
13 particular reason why a postponement could not be
14 made anyway, or is the preparation for the auction
15 too far advanced? I make that suggestion not
16 because I agree with the complaint made by Donuts,
17 but because it would prevent them from perhaps
18 taking further accountability action based upon a
19 refusal to postpone, as, of course, this company
20 has demonstrated that they will be aggressive about
21 use of such accountability functions."

22 Do you recall that?

23 A. Yes.

24 Q. Did you sense any discomfort on the part
25 of Mr. LaHatte in having the public auction going

1 forward as scheduled based on this email?

2 A. I took this email to mean that he was
3 trying to help ICANN avoid having to deal with
4 further accountability mechanisms.

5 Q. And did you take this email to mean that
6 he had made a determination that resulted in
7 closing the ombudsman complaint on this matter?

8 A. I did. That's my recollection.

9 Q. Yeah, notwithstanding the words "tentative
10 recommendation"?

11 A. Well, I took that as being sort of
12 mitigated, suggesting that we delay the auction
13 anyway, which would have just been completely
14 inconsistent with program practices and all of the
15 rules of the auction that had been in place for
16 three years by that point.

17 Q. Did you speak to him in person or by
18 telephone or were all your communications in
19 writing?

20 A. Do you mean about this matter
21 specifically?

22 Q. Yes, about this matter specifically.

23 A. So at this juncture, I believe -- because
24 I was in LA, and I am not sure where he was, my
25 recollection is that any communication at this

1 juncture, July 12, 2016, would have been via email,
2 but given that we were at the public ICANN meeting
3 in Helsinki in late June, I don't recall
4 specifically meeting with him, but I expect I may
5 have had a conversation with Mr. LaHatte in
6 Helsinki about the .WEB matter in general.

7 Q. And that would have preceded this 12 July
8 email; is that correct?

9 A. Correct.

10 Q. Okay. So you don't recall any
11 conversation with Mr. LaHatte specifically about
12 this July 12 email?

13 A. I do not.

14 Q. Do you know if anyone responded to his
15 question, quote, "Is there any particular reason
16 why a postponement could not be made anyway, or is
17 the preparation for the auction too far advanced?"

18 A. I hope that respectfully I would have
19 responded, but I don't recall.

20 Q. And you don't recall whether anyone else
21 did either?

22 A. No, I don't know.

23 Q. In any event, the next day, 13 July, you
24 wrote to the contention set to advise them that the
25 ICANN auction would proceed as scheduled.

1 Do you recall that?

2 A. Is there another document I can look at?

3 Q. There is. It is not in your binder, but
4 VeriSign Exhibit 10. It is also Exhibit P to the
5 Rasco witness statement.

6 Chuck, could you put up VeriSign Exhibit
7 10. If you could go to the bottom, I think it is
8 the second-to-last paragraph on Page 1 -- on the
9 first page, sorry. If you could blow up the
10 second-to-last paragraph.

11 Quote, "The date to submit the
12 postponement form passed on 12 June 2016, and we
13 did not receive consensus from the contention set.
14 As such, no postponement was granted."

15 And then the next paragraph, "Secondly, in
16 regards to potential changes of control of NU DOT
17 CO LLC, we have investigated the matter, and to
18 date we have found no basis to initiate the
19 application change request process or postpone the
20 auction."

21 You can see at the top -- I think you can
22 see at the top it is dated July 13.

23 Do you recall writing that?

24 A. Let's see. I am just going to --

25 Q. Yeah, take your time. You can ask Chuck

1 to blow up any portions of the document that you
2 need to read.

3 A. It would be helpful if nothing was blown
4 up and I could just read through it.

5 Q. You can read that?

6 A. Yeah, thank you.

7 Could I ask to see the second page? Thank
8 you.

9 I have forgotten the question, sorry.

10 Q. It was simply do you recall that on July
11 13th -- is that the date of the letter -- July 13th
12 you wrote to the contention set to advise them that
13 the ICANN auction would go forward as scheduled?
14 That was simply my question.

15 A. Yes. Thank you.

16 Q. And that was the day after you had had
17 that exchange with the ombudsman where he wrote
18 about his tentative recommendation?

19 A. Correct.

20 Q. I take it you were under a lot of pressure
21 to make sure that the ICANN auction for .WEB went
22 forward on 27 July; is that true?

23 A. Oh, no, no, I wouldn't say we were under
24 pressure to conduct auctions at all. In fact,
25 ICANN would have preferred that we not have to

1 conduct any auctions of last resort.

2 Q. So you would have been -- ICANN would have
3 been pleased to postpone the auction, the ICANN
4 auction?

5 A. ICANN would have been pleased if the
6 applicants had found some way to resolve the
7 contention in the three-plus years until this
8 point, or we would have hoped that the applicants
9 could have agreed to submit a request for
10 postponement with -- in a timely manner.

11 But at the writing of this letter, I --
12 this letter saying we were proceeding could have
13 been a basis for any of the applicants to initiate
14 an accountability mechanism, to initiate a
15 reconsideration request saying that ICANN should
16 postpone the auction, and that would have put the
17 contention set on hold as of that date.

18 Q. So your testimony was once the ICANN
19 auction was scheduled for July 27, you were not
20 under any new pressure to make sure that it went
21 forward on that date?

22 A. Correct. I wouldn't say there was
23 pressure.

24 Q. Okay. Let's go back to your witness
25 statement and take a look at Paragraph 14, and it

1 says, quote, "The auction rules governing indirect
2 contention sets. Auction rules set forth a
3 prescribed and limited period of time within which
4 members of a contention set may request a
5 postponement of an auction," quote -- and you're
6 quoting from the rules -- "an applicant may request
7 an advancement/postponement request via submission
8 of the auction date advancement/postponement
9 request form. The form must be submitted at least
10 45 days prior to the scheduled auction date, and
11 ICANN must receive a request from each member of
12 the contention set," close quote.

13 And that's from Rule 10 of the auction
14 rules; is that correct?

15 A. I'd have to review the auction rules.

16 Q. Okay. Let's take a look at them. They
17 are behind Tab 20, which is Exhibit C-4.

18 ARBITRATOR BIENVENU: While the document
19 is being pulled up, Mr. De Gramont, at a convenient
20 time in the flow of your cross-examination, we
21 could take our first break.

22 MR. De GRAMONT: Mr. Chairman, may I
23 suggest I finish my questioning on this document
24 and then we can take our break then?

25 ARBITRATOR BIENVENU: Absolutely. If it

1 is convenient for you, we will take it then.

2 MR. De GRAMONT: Thank you, sir.

3 Q. Ms. Willett, we are at Tab 20 of your
4 binder, C-4, is this the auction rules that were in
5 effect in the summer of 2016?

6 A. I believe so.

7 Q. Now, if you turn to Page 4, bracketed Page
8 4, you'll see Rule 10 in about the upper half of
9 the page.

10 And maybe we can highlight the language
11 that starts, "The form must be submitted."

12 "The form must be submitted at least 45
13 days prior to the scheduled auction date and ICANN
14 must receive a request from each member of the
15 contention set," unquote.

16 So that's the language that you quoted in
17 your witness statement, right?

18 A. Correct.

19 Q. But then the sentence that you didn't
20 include in your witness statement says, quote,
21 "Without limiting the foregoing, ICANN reserves the
22 right at its sole discretion to postpone the
23 auction for any contention set due to a future date
24 regardless of whether each and every member of the
25 contention set has submitted a postponement

1 request," unquote.

2 Do you see that?

3 A. I do.

4 Q. So ICANN had within its discretion the
5 possibility of postponing the auction even though
6 not each and every member had submitted a
7 postponement request; is that correct?

8 A. That's correct.

9 Q. Was there any discussion of postponing the
10 auction beyond the discussion by the ombudsman that
11 we looked at in his email?

12 A. Again, I don't recollect a specific
13 conversation, but there may have been.

14 Q. But you don't recall?

15 A. Correct.

16 MR. De GRAMONT: Okay. This would be a
17 good time to take a break, Mr. Chairman.

18 MR. LeVEE: Mr. Chairman, very briefly,
19 could I ask that the witness be excused but that
20 the Panel and Mr. De Gramont remain for 30 seconds?

21 ARBITRATOR BIENVENU: Yes, of course.
22 This is Mr. LeVee speaking?

23 MR. LeVEE: Yes.

24 ARBITRATOR BIENVENU: Yes, very well.

25 So, Ms. Willett, under the same

1 restrictions as yesterday, that is, not to discuss
2 your testimony with anyone during the break. Thank
3 you very much, indeed.

4 Yes, Mr. LeVee -- sorry -- let's wait to
5 get confirmation from JD that the witness has been
6 removed.

7 MR. ENGLISH: Yes, the witness has been
8 removed.

9 ARBITRATOR BIENVENU: Thank you very much.
10 Please proceed.

11 MR. LeVEE: Yes. Yesterday, Mr. Chairman,
12 you said that we had a hard stop yesterday at a
13 particular time, and I wanted to let the Panel know
14 that the witness following Ms. Willett,
15 Mr. Disspain, is in the United Kingdom. And so he
16 said to me that he would not be terribly
17 comfortable -- if the Panel chose to stay late, he
18 would ask that he not be asked to testify.

19 He works during the day. So he will be
20 testifying later today, presumably, and it would be
21 until roughly 9:00 o'clock his time, and he would
22 not be comfortable testifying beyond that.

23 I raise it not because the Panel made any
24 decision whether it was going to extend this
25 particular day, but just to advise everyone. I am

1 not trying to influence the extent of the Willett
2 cross, not trying to have any other impact. I am
3 just alerting the Panel that today we would make a
4 request that we would not go late.

5 ARBITRATOR BIENVENU: Very well. It is a
6 comment that is made at an opportune time because
7 we had -- we had decided as a Panel that we would
8 offer the parties today to sit longer hours
9 precisely to -- well, to try to catch up on our
10 schedule.

11 So you're saying that if Mr. Disspain is
12 the witness being examined at this point, that
13 would be a problem for him?

14 MR. LeVEE: Yes. He is under the original
15 schedule. He was to be finished today, but it
16 looks quite unlikely because we are running a
17 little late. And I know that the estimate on
18 Ms. Willett is four hours, but we have already gone
19 two and a half and the binder is pretty thick. I
20 have no idea if we are stopping at four hours or
21 not.

22 Be that as it may, I have been looking at
23 the schedule and thinking that we would be in the
24 middle of Mr. Disspain's cross-examination if, in
25 fact, that's how it occurs.

1 ARBITRATOR BIENVENU: All right. Well,
2 thank you for advising us of this.

3 MR. MARENBERG: Mr. Chairman, this is
4 Steve Marenberg. I would suggest that all counsel
5 need to talk about scheduling. Because we had
6 mentioned a while ago last week that Mr. Rasco is
7 scheduled to testify on Friday, and he is not
8 available the following week because he's on
9 vacation.

10 I think before we dump this problem in the
11 laps of the Panel, maybe counsel ought to talk
12 about what we suggest the Panel does and we do that
13 either on this break or the next break.

14 ARBITRATOR BIENVENU: Well, that would
15 seem to me to be a sensible proposal. I know that
16 counsel have important things to do during our
17 short breaks, but perhaps they could find five
18 minutes to, as you suggest, have a chat about
19 scheduling and report back to the Panel.

20 MR. MARENBERG: Thank you, Mr. Chairman.

21 MR. De GRAMONT: I would suggest we do
22 that at the next break, if that's -- oh, there
23 isn't another break, is there?

24 MR. LeVEE: No, no, there's another break.

25 ARBITRATOR BIENVENU: There's another

1 break.

2 MR. De GRAMONT: Let's do that at the next
3 break.

4 ARBITRATOR BIENVENU: For our guidance,
5 Mr. De Gramont, and if you prefer to answer this
6 after the break, that's fine, but do you have a
7 sense of where you are in your game plan?

8 MR. De GRAMONT: Mr. Chairman, I would
9 prefer to answer that after the break so I can
10 confer with my colleagues.

11 ARBITRATOR BIENVENU: Perfect. So we will
12 take our first 15-minute break. Thank you all.

13 MR. De GRAMONT: Thank you.

14 (Whereupon a recess was taken.)

15 ARBITRATOR BIENVENU: So, Mr. De Gramont,
16 you are ready to continue your cross-examination?

17 MR. De GRAMONT: I am, Mr. Chairman.

18 ARBITRATOR BIENVENU: Is the witness back
19 with us?

20 MR. ENGLISH: Not yet. Should I call her
21 now?

22 ARBITRATOR BIENVENU: Please call her,
23 yes.

24 Mr. LeVee, you are there?

25 MR. LeVEE: I am here. I'm sorry if I'm

1 late. We didn't even get a signal to rejoin.

2 ARBITRATOR BIENVENU: Okay. Well, you're
3 forgiven.

4 MR. LeVEE: Thank you.

5 MR. De GRAMONT: I forgive you too,
6 Mr. LeVee.

7 MR. ENGLISH: The witness is in the room
8 with us now.

9 ARBITRATOR BIENVENU: Ms. Willett, we will
10 continue your cross-examination.

11 Mr. De Gramont.

12 MR. De GRAMONT: Thank you, Mr. Chairman.

13 And welcome back, Ms. Willett.

14 Q. I'd like to direct your attention back to
15 Tab 16 in your binder, which is Exhibit F to your
16 witness statement, and I believe we had looked at
17 the bottom portion of this document before, which
18 is the July 8, 2016, email where you asked
19 Mr. Rasco to call you.

20 Now I'd like to take a look at the upper
21 portion of that document, which is an email that
22 Mr. Rasco wrote to you. I can't tell -- there
23 doesn't seem to be a date. Am I missing it or do
24 you know what the date of this email is?

25 A. I don't see a date either. I don't

1 recall. It references last Friday. So I suppose
2 it was the week after -- 9, 10 -- week of the 11th.

3 Q. Okay. So in the first paragraph he
4 writes, quote, "Thank you for taking the time to
5 speak with me last Friday, July 8, concerning the
6 complaint that another applicant for the .WEB TLD
7 made to the ICANN ombudsman, Chris LaHatte,
8 relating to an alleged change in the composition of
9 NU DOT CO LLC's," quote, "Board," unquote. "I am
10 writing to reiterate the information I provided you
11 on our call so that the facts are clear," unquote.

12 The third paragraph, he writes, "My
13 understanding from our discussion is that ICANN is
14 satisfied with the information I provided and has
15 concluded there's no basis for any complaint,
16 reevaluation or other process relating to our
17 application, nor for any delay in the ICANN
18 auction. Please let me know if that is not the
19 case," unquote.

20 Did you tell Mr. Rasco during your
21 conversation on Friday, July 8th, that ICANN was
22 satisfied with the information that he had
23 provided?

24 A. I honestly don't recall all of the
25 specifics of the conversation.

1 Q. Okay. In the next paragraph he goes on to
2 cite Rule 10 of the auction rules, which we
3 discussed, and in the next sentence he writes,
4 quote, "As we discussed, I share your understanding
5 that the complaint was raised in order to get more
6 time to convince us to resolve the contention set
7 via a private auction even though we have made it
8 very clear to them (and all other applicants) that
9 we will not participate in a private auction and
10 that we are committed to participating in ICANN's
11 auction as scheduled," period, unquote.

12 Did you tell Mr. Rasco that you believed
13 the complaint had been raised simply to convince
14 NDC to resolve the contention set via a private
15 auction rather than going to the ICANN auction?

16 A. Again, I don't recall all of the specifics
17 of that phone conversation with Mr. Rasco.

18 Q. Do you recall if you told Mr. Rasco that
19 you thought the complaint had no merit?

20 A. I don't recall saying that.

21 Q. Had you concluded at that point that the
22 complaint had no merit?

23 A. Again, I am not certain of the date of
24 this communication and I know, as we just looked
25 at, I was still awaiting response from Mr. LaHatte.

1 My general recollection is that it was --
2 this understanding of mine that I seem to have
3 shared with Mr. Rasco, this understanding that the
4 other applicants wanted more time to resolve
5 contention, I took that based on the conversation
6 and communications from other applicants, including
7 Mr. Nevett.

8 Q. Ms. Willett, we have limited time. So I
9 am going to restate my question, which was: Do you
10 recall telling Mr. Rasco during that conversation
11 on Friday, July 8th, that your understanding was
12 that the complaint was raised to get more time to
13 convince NDC to resolve the contention set via
14 private auction rather than ICANN auction?

15 A. Again, I don't recall the specifics of the
16 conversation from over four years ago.

17 Q. Do you recall telling anyone else that
18 you -- at that time, Friday, July 8th, that you
19 believed that the complaint had been raised simply
20 as a ploy to get NDC to proceed with the private
21 auction rather than the ICANN auction?

22 A. I have that as a general recollection, but
23 I don't recall a specific conversation from four
24 years ago.

25 Q. Okay. You have a general recollection

1 that you told others at ICANN that you thought the
2 complaint was simply a ploy to get others to --
3 rather, to get NDC to participate in the ICANN
4 auction?

5 A. I apologize. I have a general
6 recollection that it was my understanding that
7 applicants were seeking a postponement to
8 independently resolve and avoid an ICANN auction.
9 That is my general recollection and understanding.

10 I don't recall having a specific
11 conversation with anyone about that from four years
12 ago.

13 Q. Do you have any reason to believe that you
14 did not tell Mr. Rasco that you thought the
15 complaint was raised in order to convince NDC to
16 resolve the contention set via private auction
17 rather than an ICANN auction?

18 A. No.

19 Q. Have you reviewed the Domain Acquisition
20 Agreement, Ms. Willett, that was entered into
21 between NDC and VeriSign?

22 A. I have not.

23 Q. You have never seen it?

24 A. I have seen -- in preparation for this I
25 may have seen portions of it, but I have never

1 reviewed it.

2 ARBITRATOR BIENVENU: Mr. De Gramont, can
3 you clarify whether you are asking the question by
4 referring to the time period just prior to
5 Ms. Willett's testimony or back when these events
6 were occurring?

7 MR. De GRAMONT: That's helpful,
8 Mr. Chairman. Thank you.

9 Q. Prior to your preparation for this
10 testimony, had you seen the Domain Acquisition
11 Agreement?

12 A. I had not.

13 Q. You never saw the Domain Acquisition
14 Agreement in 2016?

15 A. That's correct.

16 Q. Okay.

17 Redacted - Third-Party Designated Confidential Information
18
19

20 MR. LeVEE: Let me remind you of the
21 issues relating to privilege, Ms. Willett, and ask
22 you not to disclose information that you acquired
23 from counsel.

24 Q. BY MR. De GRAMONT: It is a yes-or-no
25 question.

1 MR. LeVEE: No, I don't think that's an
2 appropriate question, if anything that she knows
3 comes from counsel.

4 MR. De GRAMONT: Well, let's do this.

5 Q. Let's take a look at the DAA, which is Tab
6 19, Exhibit C-69 in your binder.

7 A. I am there.

8 Q. And I would direct you, please, to Page
9 17, Paragraph (i), and I am just going to read some
10 of the language to you, and you can tell me if it
11 rings any bells.

12 Redacted - Third-Party Designated Confidential Information

13

14

15

16

17

18

19

20

21

22

23

24

25

1 Do you have any recollection about hearing
2 about that provision in the DAA in 2016?

3 A. No.

4 Q. Looking at that provision, isn't it
5 obvious that Mr. Rasco was telling Mr. Nevett the
6 truth when he said that the decision went beyond
7 simply us and that he had to check with the powers
8 that be in order to answer the question?

9 MR. LeVEE: I object to the question.
10 Ms. Willett is not a lawyer. The question asks an
11 ultimate conclusion. And she's testified that she
12 did not see the documents during 2016, so I don't
13 see how her views today could possibly be relevant.

14 MR. De GRAMONT: I am not asking for a
15 legal opinion. I am just simply asking whether,
16 based on the plain language of this agreement,
17 isn't it obvious that Mr. Rasco was telling
18 Mr. Nevett the truth when he said that the decision
19 whether to participate in a private auction or an
20 ICANN auction went beyond the three individuals
21 identified in the NDC application.

22 MR. LeVEE: It's the same question.
23 "Isn't it obvious" asks her for a legal conclusion.
24 You're asking her to --

25 ARBITRATOR BIENVENU: Mr. LeVee.

1 Mr. De Gramont, it is not for me to format
2 a question, but I think the objection goes to the
3 substance of your question.

4 So perhaps you can ask your question by
5 making an assumption as to what this provision says
6 and then ask the witness about her understanding.

7 MR. De GRAMONT: Thank you, Mr. Chairman.
8 That's very helpful.

9 Q. Redacted - Third-Party Designated Confidential Information

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

If that's the

case, then Mr. Nevett -- rather, Mr. Rasco was
telling Mr. Nevett the truth when he said the
decision went beyond just us?

A. Again, I am only looking at part of one
paragraph of a very long agreement. As Mr. LeVee
said, I am not a lawyer. I don't think I can even
begin to guess what Mr. Rasco meant or intended or
how this whole agreement informed what Mr. Rasco
was saying.

Q. Okay. That's understood.

I am going to try to ask this question in
a way that won't elicit a privilege objection from
Mr. LeVee. I am going to tell you that this is a

1 yes-or-no question.

2 Redacted - Third-Party Designated Confidential Information

3

4

5

6

7 MR. LeVEE: That is an objectionable
8 question. There's another way of asking it. But
9 if what she knows comes from a lawyer, then you're
10 asking to invade the privilege by the fact that a
11 lawyer may have said something to her.

12 MR. De GRAMONT: For now I just want a
13 yes-or-no question. If I ask a follow-up, I think
14 Mr. LeVee can object then.

15 MR. LeVEE: No. Because you have asked,
16 "Yes or no, did somebody tell you that the
17 agreements mean something?" If someone told her
18 that, that's a privileged communication.

19 MR. De GRAMONT: Not if it came from a
20 nonlawyer.

21 MR. LeVEE: You didn't ask that question.

22 MR. De GRAMONT: I said "did anyone," "did
23 anyone."

24 MR. LeVEE: Ask a nonlawyer question.

25 ARBITRATOR BIENVENU: Gentlemen, could I
ask you both, rather than engage in a conversation,

1 to address the Panel?

2 MR. LeVEE: My apologies.

3 ARBITRATOR BIENVENU: Mr. De Gramont,
4 perhaps you could ask the witness if aside from
5 conversations that she may have had with counsel,
6 rather than, you know, the rest of the question.

7 MR. De GRAMONT: Okay. Thank you,
8 Mr. Chairman.

9 Q. Redacted - Third-Party Designated Confidential Information
10
11
12
13

14 A. No.

15 Q. Okay. Let's take a look at Paragraph 18
16 in your witness statement.

17 A. Yes.

18 Q. And you write, quote, "Even if NDC had
19 submitted a change request indicating that it had
20 undergone a change of control and/or ownership, NDC
21 would not have been disqualified from the auction
22 set to take place on 27 July 2016."

23 Do you recall that?

24 A. Yes.

25 Q. And we now know that VeriSign did not

1 acquire ownership control -- let me ask you this:
2 Is it your understanding -- do you have an
3 understanding as to whether VeriSign acquired
4 ownership or control over NDC the entity?

5 A. Well, that's not my understanding.

6 Q. Okay. Your understanding is that VeriSign
7 did not acquire ownership or control over NDC the
8 entity, correct?

9 A. Correct.

10 Q. So Paragraph 18 in your statement, that
11 even if NDC had submitted a change request
12 indicating that it had undergone a change of
13 control and/or ownership is simply a hypothetical,
14 right?

15 A. Yes, that's a -- yes.

16 Q. Under your understanding of the change
17 request process, could applicants submit a change
18 request that they were reselling, assigning or
19 transferring the rights and obligations in their
20 application?

21 A. So they couldn't transfer their
22 application to another entity, no. But applicants
23 all the time had engaged third parties to act on
24 their behalf.

25 Q. Right.

1 A. As part of the application processing.

2 Q. And have you formed a view -- well, you
3 haven't formed a view of whether that's what
4 happened here because you never reviewed the DAA;
5 is that right?

6 A. That's correct.

7 Q. Okay. Let's move on to another subject.

8 So the ICANN auction went forward as
9 scheduled on 27 July 2016; is that correct?

10 A. Yes.

11 Q. And did the auction continue into the next
12 day, 28 July; do I understand that correctly?

13 A. That's my recollection, yes.

14 Q. And NDC was declared the winning bidder
15 with a bid of 142 million.

16 Do you recall that?

17 A. I don't know what NDC's ultimate bid was.
18 I understand what the second bid was.

19 Q. And that's because under the auction
20 rules, the winning bidder paid the bid that the
21 second highest bidder had made?

22 A. Correct.

23 Q. And Afiliias submitted the second highest
24 bid, which was 135 million, right?

25 A. That's come to be my understanding, yes.

1 Q. So NDC's bid was effectively 135 million;
2 is that right?

3 A. Correct.

4 Q. Okay. On 28 July 2016 VeriSign published
5 a 10-Q statement with the U.S. Securities and
6 Exchange Commission, or the SEC, and in the
7 footnote stated that, quote, "The company incurred
8 a commitment to pay approximately \$130 million for
9 the future assignment of contractual rights, which
10 are subject to third-party consent," unquote.

11 Do you recall that?

12 A. I recall seeing that at some point.

13 Q. And the media immediately picked up on
14 that footnote and speculated that VeriSign was
15 behind NDC's application for .WEB.

16 Do you recall that?

17 A. Not specifically.

18 Q. Look at what's behind Tab 21 of your
19 binder. It is Exhibit C-98, and it is an email
20 dated July 28, 2016, from Domain Name Wire to
21 ombudsman@ICANN.org, "Subject: It looks like
22 VeriSign bought .WEB domain for 135 million (SEC
23 filing)."

24 Do you recall if you ever saw this
25 particular report?

1 A. I don't ever recall seeing this.

2 Q. The fourth paragraph says, "VeriSign was
3 rumored to be backing NU DOT CO's bid for the
4 domain name."

5 Have you ever heard such rumors?

6 A. Prior to or during the auction, no.

7 Q. Prior to and during the auction you had
8 never heard rumors that VeriSign was financially
9 backing the NDC bid?

10 A. I had not, correct.

11 Q. Would you turn to Tab 22, which is Exhibit
12 C-99, and this is an email from Google Alerts sent
13 to you on Thursday, July 28, 2016. And if you turn
14 to Page 2, you will see at the bottom of the page a
15 title that reads, quote, "Someone (cough, cough
16 VeriSign) just gave ICANN 135 million for the
17 rights to .WEB."

18 It goes on to say, "Under the auction
19 rules, all 135 million will now go into ICANN's
20 coffers, to be added to the 105 million it has made
21 from the auction of 15 other top-level domains."

22 Did you ever see that article?

23 A. Not that I recall.

24 Q. Is it correct that the 15 prior auctions
25 had generated 105 million? And I should say -- let

1 me start over.

2 Is it your recollection that the 15 prior
3 ICANN auctions had yielded \$105 million in bids?

4 A. That sounds about right. I don't have a
5 specific recollection without looking at the web
6 page that reports that, but it sounds generally
7 correct.

8 Q. Do you recall that .WEB generated a bid
9 that was more than the bids in all of the 15 prior
10 auctions put together?

11 A. That sounds about right.

12 Q. And these moneys that are generated in the
13 ICANN auctions don't include the \$185,000
14 application fees that each applicant paid; is that
15 correct?

16 A. That's correct. The ICANN auction
17 proceeds are kept in a separate fund, separate
18 account, segregated from the new gTLD Program funds
19 as well as segregated from ICANN's operating funds.

20 Q. How many applications did you say were
21 filed during the new gTLD Program?

22 A. 1,930 applications.

23 Q. And we multiply that by 185 -- my math
24 isn't good enough to do that, but it is a lot of
25 money?

1 A. It is over \$360 million.

2 Q. Do you recall -- let's do this. Let's
3 take a look at Paragraph 33 of your witness
4 statement.

5 A. Okay.

6 Q. It says, quote, "I am informed and believe
7 that on 1 August 2016, VeriSign made a public
8 announcement that it had entered into an agreement
9 with NDC regarding .WEB," unquote.

10 Who informed you of that?

11 A. I don't specifically recall.

12 Q. Did you see the 1 August 2016 press
13 release on the day that it was issued?

14 A. I believe I did review that.

15 Q. Now, Paragraph 34 you write, quote, "At no
16 time before VeriSign's public announcement did any
17 applicant ever raise a concern to me that VeriSign
18 was involved with NDC's application, nor was I
19 aware of VeriSign's involvement until it publicly
20 announced its agreement with NDC," period, close
21 quote.

22 When you are speaking of the public
23 announcement, you mean the 1 August 2016 press
24 release issued by VeriSign?

25 A. That's correct.

1 Q. Now, do you recall that Mr. Rasco sent an
2 email to you the night before the 1 August 2016
3 press release Redacted - Third-Party Designated Confidential Information
4

5 A. Yes. I recall receiving an email from
6 Mr. Rasco.

7 ARBITRATOR KESSEDJIAN: Mr. De Gramont,
8 are you sure you are speaking of a press release of
9 August 16? I think it was August 1st.

10 MR. De GRAMONT: I had meant to say 1
11 August 2016. I may have misspoken.

12 ARBITRATOR KESSEDJIAN: No, no, it may be
13 my -- as you know, in France we speak of dates in a
14 very different way. I may have been mistaken.
15 Okay.

16 Q. BY MR. De GRAMONT: So let's take a look
17 at that email, which is behind Tab 23. It is
18 Exhibit C-100. And let's -- are you there,
19 Ms. Willett?

20 A. I am. Thank you.

21 Q. And looking at the very bottom of the
22 page, Mr. Rasco writes you on July 31st, 2016,
23 Redacted - Third-Party Designated Confidential Information
24
25

Redacted - Third-Party Designated Confidential Information

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

Q. Were you at all curious why someone from VeriSign would be contacting Mr. Atallah -- I'm sorry. Let me break it down.

Redacted - Third-Party Designated Confidential Information

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

Redacted - Third-Party Designated Confidential Information

A. I don't recall, but likely, yes, probably piqued my curiosity.

Q. And similarly you were curious as to why someone from VeriSign would be contacting Mr. Atallah about the .WEB application?

A. Not that I recall.

Q. Okay. Did you forward Mr. Rasco's email to anyone at ICANN?

A. Not that I recall.

Q. Did you discuss it with anyone at ICANN?

A. No, I'm sorry, I don't recall.

Q. Redacted - Third-Party Designated Confidential Information

A. I don't know.

Q. Are you aware that NDC's lawyers stated in opening arguments that ICANN and specifically you, Ms. Willett, knew that VeriSign was financially backing NDC's bid prior to VeriSign's public announcement?

A. I am not aware of anything in the opening statements.

Q. I will read you what NDC's counsel said

1 and ask you to respond to it. Quote, "At this
2 point, there was a lot of speculation in this
3 close-knit community that VeriSign has been behind
4 NDC's bids. This is an open secret out there, so
5 this is not something that she's guessing about or
6 that is it."

7 And by "she," NDC's lawyer is referring
8 specifically to you.

9 Redacted - Third-Party Designated Confidential Information

10

11

12

13

14

15

16

17

18 ICANN has
19 not received the DAA and doesn't get it until later
20 in the month, but they do know that the financial
21 impetus for our winning the bid is from VeriSign.
22 That is something -- that is not something that's
23 hidden from her at all."

24 So let me ask you again, did you know
25 prior to 1 August 2016 that VeriSign was funding
NDC's bid or was financially behind NDC's bid.

1 A. No, I don't recall ever having that
2 information prior to 1 August.

3 Q. And as you sit here today, to your
4 knowledge, did anyone else at ICANN know that
5 VeriSign was funding NDC's bid prior to 1 August
6 2016?

7 A. No. I don't know what everyone at ICANN
8 knew, but to my knowledge --

9 Q. To your knowledge --

10 A. To my knowledge, no.

11 Q. Okay. Let's go back to your witness
12 statement, to Paragraph 9. And Paragraph 9 reads,
13 quote, "Prior to the filing of an IRP, potential
14 claimants are encouraged to enter into a
15 Cooperative Engagement Process, CEP, with ICANN in
16 order to allow the parties to discuss resolving or
17 narrowing the issues to be brought in an IRP
18 proceeding. In connection with the new gTLD
19 Program, ICANN employs a practice, depending on the
20 circumstances, of placing a contention set, as
21 described below, or a gTLD application on hold if
22 it is the subject of certain accountability
23 mechanisms, including the initiation of a CEP,"
24 unquote.

25 Do you see that?

1 A. Yes, I do.

2 Q. Is that practice set forth in writing
3 anywhere?

4 A. I am not sure.

5 Q. Do you recall ever seeing that practice
6 set forth in writing?

7 A. I recall explaining it. It might have
8 been written about in terms of the program. I
9 might have spoken about it. Honestly, I don't
10 recall the specifics.

11 Q. You say you recall explaining it --
12 explaining it to whom?

13 A. So as the head of the new gTLD Program, I
14 spoke on behalf of the program and provided public
15 updates on a regular basis through monthly
16 webinars. In 2012, 2013, I typically gave one or
17 more updates on the program at every public ICANN
18 meeting.

19 So I spoke about how the program
20 endeavored to respect the applicants, the
21 community's opportunity to invoke those
22 accountability mechanisms and to respect those by
23 putting contention sets on hold -- or putting
24 applications on hold or contention sets on hold to
25 allow those accountability mechanisms to transpire,

1 to allow that dispute to be handled through one of
2 those accountability mechanisms.

3 Q. And if the practice wasn't set forth in
4 writing anywhere, what was the basis for your
5 providing the information to certain applicants?

6 A. So when I took over the program, there
7 were a number of all -- all of the applications,
8 nearly all of the applications were still active
9 and the program processing was still in its early
10 days and there were many, many disputes about
11 applications.

12 And although the applicant guidebook had
13 described actually multiple objection mechanisms,
14 types of objections, whereby community members or
15 governments or interested parties could object to
16 an application, the guidebook didn't specify an
17 appeals process or any other mechanism by which
18 applications could complain or dispute how ICANN
19 was handling their applications.

20 So after internal discussions, it became
21 clear that we needed to -- these are described --
22 these mechanisms are described in the bylaws, that
23 we need to encourage applicants and the community
24 to utilize those mechanisms. So it became a very
25 familiar refrain of mine in public presentations to

1 guide those complaints using one of the
2 accountability mechanisms, as there was no other
3 mechanism described in the applicant guidebook.

4 Q. You say in your witness statement that the
5 practice applies to certain accountability
6 mechanisms. Which accountability mechanisms does
7 the practice apply to?

8 A. So as a general practice, we evaluate each
9 accountability mechanism on a case-by-case basis.
10 But in general, when a reconsideration request was
11 triggered about an application pertaining to an
12 application or contention set, that application was
13 put on hold.

14 Ombudsman inquiries, when the ombudsman
15 informed us of such, that drove us to put something
16 on hold. CEP being initiated put something on
17 hold. And the actual filing of an IRP, we had a
18 few different practices over time about that, but
19 the IRP, I believe, has another mechanism to --
20 component to request relief, which could be putting
21 the contention set on hold.

22 Q. You said that each accountability is
23 evaluated on a case-by-case basis to determine
24 whether to put it on hold. Are the criteria that
25 ICANN uses for that determination set forth

1 anywhere in writing?

2 A. Not that I am aware of.

3 Q. And you said that you made presentations
4 in which you referred to advising applicants that
5 accountability mechanisms would sometimes lead to
6 contention sets being put on hold. Are you aware
7 if any of those presentations are exhibits in this
8 IRP?

9 A. Oh, I am not -- I am not sure.

10 Q. Okay. Do you know whether those
11 presentations are posted anywhere on the ICANN
12 website?

13 A. I believe a number of my presentations are
14 available by video recordings. I am not sure how
15 far back that goes. But at one point, they were
16 available on the ICANN website.

17 Q. Specifically the presentations where you
18 said that accountability mechanisms would sometimes
19 lead to contention sets being put on hold?

20 A. Yes. I believe -- as a general practice,
21 ICANN records sessions from its public meetings and
22 posts those recordings, but I don't know how long
23 they retain them and where they might be available
24 at this juncture.

25 Q. Are you familiar with the provision in the

1 bylaws that requires ICANN to, quote, "Make
2 decisions by applying documented policies
3 consistently, neutrally, objectively and fairly,"
4 unquote?

5 A. Sorry, can you repeat that?

6 Q. Yeah. Are you familiar with the provision
7 in the bylaws that requires ICANN to, quote, "Make
8 decisions by applying documented policies
9 consistently, neutrally, objectively and fairly,"
10 unquote.

11 A. I think you may have showed that to me
12 yesterday.

13 MR. LeVEE: Alex, since you're quoting,
14 would you mind showing it to her?

15 MR. De GRAMONT: Sure, sure.

16 Q. This is Tab 39 in your bylaws. It's
17 Exhibit C-1, and I am going to point you to a
18 provision at bracketed Page 6. Now, these are not
19 the bylaws that were in effect as of 2016, but the
20 language that I am going to point you to is
21 identical to the language that was in the bylaws
22 that were in effect in 2016.

23 Let's actually start at Page 5 under
24 Section 1.2, "Commitments and Core Values." It
25 says, quote, "In performing its Mission, ICANN will

1 act in a manner that complies with and reflects
2 ICANN's Commitments and respects ICANN's Core
3 Values, each as described below," unquote.

4 And then if you turn the page,
5 Subparagraph Roman Numeral v, and this is the
6 language that's also in the bylaws that were in
7 effect in 2016, "Make decisions by applying
8 documented policies consistently, neutrally,
9 objectively, and fairly."

10 Were you familiar with that principle
11 contained in the bylaws?

12 A. I don't recall reading it from the bylaws.

13 Q. Were you familiar with the principle
14 otherwise?

15 A. Yes, I -- yes.

16 Q. And are you familiar with the requirement
17 of transparency in the bylaws?

18 A. Generally familiar, yes.

19 Q. So if you'll turn to Page 8, and this is
20 language that was also in the bylaws in effect in
21 2018, it says, quote, "ICANN and its constituent
22 bodies shall operate to the maximum extent feasible
23 in an open and transparent manner and consistent
24 with procedures designed to ensure fairness,"
25 unquote.

1 Were you familiar with those provisions of
2 the bylaws?

3 A. Generally familiar.

4 Q. And the purpose of those rules is to
5 ensure that everyone knows what the rules and
6 practices are so that everyone is treated as being
7 on the same playing field, do you agree?

8 A. Well, I believe that both of those
9 provisions are really -- you know, this is my
10 interpretation of bylaws, and I am not a lawyer,
11 but I believe that those are intended to describe
12 ICANN's approach to policy implementation and
13 applying Internet policy and in policy development,
14 as, you know, Section 3.1(a), (b) and (c) are all
15 talking about policy development work, but it was
16 my general understanding that operationally we
17 tried to be as transparent as possible.

18 Q. Let's assume for the sake of argument that
19 there was this practice. If it was not stated
20 anywhere in documentation, some applicants would
21 know about it and others would not, right?

22 MR. LeVEE: Calls for speculation.

23 Q. BY MR. De GRAMONT: Isn't the idea that
24 the policies and practices be documented to ensure
25 that everyone knows what the policies and practices

1 are so that insiders won't have benefit that
2 newcomers will not have; was that your
3 understanding?

4 A. We endeavor to document a whole lot about
5 our practices. The entire new gTLD website is
6 largely our effort to be transparent and to share
7 as much information publicly as possible.

8 Q. But as far as you know, the practice you
9 describe in your witness statement of sometimes
10 putting contention sets on hold depending on the
11 circumstances wasn't documented anywhere for the
12 public?

13 A. I am not certain.

14 Q. You don't recall any such documentation?

15 A. I don't.

16 Q. Okay. Are you aware that Donuts and Ruby
17 Glen filed for CEP on 2 August 2016?

18 A. I am aware they filed and initiated CEP.
19 The date sounds about right.

20 Q. Okay. And if you -- just to be sure, if
21 you look at Tab 25 in your binder, this is a
22 hyperlink in Mr. Atallah's 30 September 2016 letter
23 to Mr. Hemphill, which is Exhibit C-61.

24 For the record, the parties agreed that we
25 could use hyperlinked documents that we identified

1 to one another, and this is one of them.

2 Are you familiar with this Cooperative
3 Engagement and Independent Review Processes Status
4 Update?

5 A. Yes.

6 Q. You have seen these before?

7 A. Yes.

8 Q. You can see that Donuts and Ruby Glen
9 filed for CEP regarding .WEB in 2 August 2016?

10 A. I can see that, yes.

11 Q. On August 5th you wrote to Mr. Rasco to
12 say that NDC would receive an invitation to
13 contract being later that day.

14 Do you recall that?

15 A. What date?

16 Q. 5 August.

17 A. Is there a --

18 Q. It is Tab 23, C-100. Tell me when you're
19 there.

20 A. I am. Thank you.

21 Q. Okay. This is a continuation of the email
22 string in which Mr. Rasco advised you about the
23 press release that was coming from VeriSign, and in
24 the middle of the page first Mr. Rasco writes to
25 you on August 6th, and he writes, quote, "Hi,

1 Christine. I understand Power Auctions confirmed
2 to ICANN that it received the full winning bid
3 proceeds from us for the .WEB auction. With that
4 step complete, I was hoping to find out when ICANN
5 might provide us with the CIR," unquote.

6 Do you see that?

7 A. Yes.

8 Q. First of all, tell us what "CIR" means?

9 A. It stands for Contracting Information
10 Request.

11 Q. So that's what you send out to start the
12 process of delegating a string; do I understand
13 that correctly?

14 A. Not quite. May I explain?

15 Q. Please.

16 A. So a Contracting Information Request is
17 essentially a set of questions that the new gTLD
18 Program team extends to an applicant who is -- once
19 contention has been resolved -- who is moving
20 forward and is proceeding into contracting. So
21 once -- it is essentially sort of like an
22 invitation to begin contracting discussions. It is
23 one of the very first steps in a multiweek,
24 multimonh process.

25 Q. Okay. So the next day, August 5th, we can

1 see from the email above, you write to Mr. Rasco,
2 quote, "Hi, Jose. Yes, we have confirmed that the
3 full auction payment was received by Power
4 Auctions. Based on ICANN's standard registry
5 contracting process, NU DOT CO should expect to
6 receive an invitation to contracting (CIR) today.
7 In addition to engaging with the new gTLD Program
8 team via the GDD portal, feel free to contact me if
9 you have any other questions," close quote.

10 Do you recall sending that email?

11 A. Well, reading it here, yes, I recall that.

12 Q. And do you recall if ICANN sent the
13 invitation to contracting to NDC later that day?

14 A. I believe we did. Is there another
15 document I might look at?

16 Q. I don't have another document.

17 A. Okay.

18 Q. I'm sorry.

19 Now, if -- sorry, if Donuts and Ruby Glen
20 had filed for CEP on 2 August, why did that not put
21 the contention set on hold?

22 A. So there were a lot of things happening in
23 that week. So the CEPs are -- that notice goes to
24 someone in ICANN's legal department, not my team.
25 So it is a matter of when that -- the notice might

1 have come in for the CEP on the 2nd, and that
2 reflects the date that's published on that previous
3 document. But I didn't become aware of it until, I
4 believe, later on August 5th, or shortly
5 thereafter.

6 Q. Do you recall that on August 8, 2016, the
7 general counsel of Afiliias, Mr. Scott Hemphill,
8 wrote to Mr. Atallah about the .WEB application and
9 auction process?

10 A. I recall Mr. Hemphill wrote a couple of
11 letters. Is it possible to look at the --

12 Q. Yes, absolutely. So that's Tab 26. It is
13 Exhibit C-49.

14 Did you see that letter at the time it was
15 sent by Mr. Hemphill to Mr. Atallah?

16 A. I expect I would have seen it shortly
17 after Mr. Atallah received it.

18 Q. And did you read it?

19 A. I expect I did. I believe I did, yes.

20 Q. And do you remember that in the fourth
21 paragraph, second sentence, Mr. Hemphill wrote,
22 quote, "We have not been able to review a copy of
23 the agreement(s) between NDC and VeriSign with
24 respect to this arrangement, but it appears likely,
25 given the public statements of VeriSign, that NDC

1 and VeriSign entered into an agreement in the form
2 of an option or similar arrangement with respect to
3 the rights and obligations of NDC regarding its
4 .WEB application," unquote.

5 Do you remember that Mr. Hemphill made
6 that statement?

7 A. I recall that, yes.

8 Q. And if you look at Page 2, the second
9 paragraph from the bottom, quote, "We request that
10 ICANN promptly undertake an investigation of the
11 matters set forth in this letter and take
12 appropriate action against NDC and its .WEB
13 application for violations of the guidebook, as we
14 had requested," unquote.

15 Do you remember that Afilias had asked for
16 an investigation?

17 A. Yes, in this letter.

18 Q. And did ICANN undertake an investigation
19 in response to this letter?

20 A. Not that I'm aware.

21 Q. Are you aware that at some point in August
22 2016, ICANN's outside counsel, Mr. Eric Enson at
23 Jones Day, called VeriSign's outside counsel,
24 Mr. Ronald Johnston at Arnold & Porter, about this
25 matter?

1 MR. LeVEE: Please do not answer if the
2 information you know is privileged. I will object
3 that the question invades privilege.

4 THE WITNESS: I have no knowledge about
5 that.

6 Q. BY MR. De GRAMONT: Okay. I am just going
7 to show you the letter and ask you if you've ever
8 seen it.

9 A. I apologize, I thought you said "called."

10 Q. Oh, I did. Okay. You're right.

11 Tell you what, let's take a look at the
12 letter, Tab 27, Exhibit C-102.

13 Have you seen this letter before?

14 A. No, I have not.

15 Q. Okay. And in this letter Mr. Johnston
16 forwarded the DAA and several other documents to
17 ICANN's outside counsel. Were you aware that that
18 had happened?

19 A. I'm sorry, who is Mr. Johnston? Oh,
20 counsel for VeriSign.

21 Q. Yes.

22 A. Okay.

23 Q. Were you aware that VeriSign's outside
24 counsel had written to ICANN's outside counsel
25 forwarding the DAA and other materials attached

1 hereto?

2 MR. LeVEE: Can you ask her if she's aware
3 from anyone other than a lawyer?

4 Q. BY MR. De GRAMONT: Are you aware from
5 anyone other than a lawyer?

6 A. No.

7 Q. Okay. And you never saw these materials?

8 A. No.

9 Q. Okay. Let me ask you a question about the
10 "Confidential Business Information. Do Not
11 Disclose" heading. Have you seen that before on
12 communications to ICANN?

13 A. On occasion parties would write to ICANN
14 and ask their communications to ICANN to be held
15 confidentially, meaning ICANN has a practice of
16 publishing correspondence. So in order to indicate
17 to ICANN that a party didn't want their
18 correspondence published, they would indicate that
19 it was confidential.

20 Q. And do you know if ICANN evaluates those
21 requests, or does it simply keep it confidential if
22 the sender has asked ICANN to do so?

23 A. Insofar as I administered and oversaw the
24 handling of correspondence for several years during
25 my tenure at ICANN, our practice was that we

1 respected those requests for confidentiality and we
2 did not post those -- such correspondences, with
3 one exception.

4 At some point if some other party asked
5 for something to be published or it became
6 desirable and relevant to something else, I recall,
7 again, it's been years, so I don't recall a
8 specific example, but as a general practice, I
9 recall that ICANN might ask the sender if it would
10 be possible to publish a letter, but we respected
11 their requests for confidential correspondence.

12 Q. So you didn't ask anyone to undertake an
13 analysis whether it was, in fact, sensitive
14 business information or anything like that?

15 A. No. Any further discussions of that would
16 have been with counsel.

17 Q. Are you aware that Mr. Atallah did not
18 respond to Mr. Hemphill's 8 August 2016 letter?
19 Let me withdraw the question.

20 Are you aware that he didn't respond to
21 Mr. Hemphill's 8 August 2016 letter prior to late
22 September?

23 MR. LeVEE: Alex, could you put that
24 letter on the screen?

25 MR. De GRAMONT: Yeah, yeah, let's start

1 with this.

2 Q. Do you recall that Mr. Hemphill sent a
3 second letter on 9 September 2016 to Mr. Atallah?

4 A. Yes, I do.

5 Q. Okay. And that's behind Tab 28, Exhibit
6 C-103. Did you read this letter?

7 A. Yes, I believe I did.

8 Q. And did you discuss it with Mr. Atallah?

9 A. I may have. I don't recall a specific
10 conversation.

11 Q. Do you recall discussing it with anyone
12 outside of ICANN's legal department?

13 A. I don't recall a specific conversation.

14 Q. Do you recall that both this letter and
15 Mr. Hemphill's 8 August 2016 letter were posted on
16 the ICANN website?

17 A. I believe so, yes.

18 Q. And do you recall that Mr. Hemphill on
19 Page 2 again said that Afiliias hadn't seen the
20 specific terms of the agreement because they had
21 not been disclosed? Do you recall that?

22 ARBITRATOR BIENVENU: Do you want to draw
23 the witness' attention?

24 MR. De GRAMONT: Yes, sure.

25 Q. First paragraph on the second page, first

1 full paragraph, he says, quote, "Although the
2 specific terms of the agreement between VeriSign
3 and NDC have not been disclosed, it is clear from
4 VeriSign's own press release and its disclosure in
5 its Form 10-Q filed with the U.S. Securities and
6 Exchange Commission for the quarter ended June 30,
7 2016, that both companies entered into an
8 arrangement well in advance of the auction to
9 transfer NDC's rights and obligations regarding its
10 .WEB application to VeriSign," unquote.

11 Do you remember that Mr. Hemphill said
12 that?

13 A. This has refreshed my memory, yes.

14 Q. But not having the terms of the agreement,
15 he was left to speculate as to which rights and
16 obligations may have been transferred; is that a
17 fair assessment, a fair interpretation?

18 A. I mean, I guess that's what the rest of
19 the letter is about.

20 Q. And then do you recall that on Page 4, and
21 this is the last paragraph before the conclusion,
22 Mr. Hemphill requested that ICANN provide Afilias
23 with an undertaking that it has not and will not
24 enter into a Registry Agreement for .WEB with NDC
25 until ICANN's Board has reviewed NDC's contact --

1 conduct and reached a considered decision on
2 whether or not to disqualify NDC's bid and reject
3 its application?

4 Did you recall that?

5 A. Yes.

6 Q. And do you recall that Afilias had
7 submitted an ombudsman complaint?

8 A. I don't recall that. In September I don't
9 recall.

10 Q. Do you recall if -- strike that.

11 Do you recall that Mr. Hemphill asked to
12 receive a response from ICANN by no later than 16
13 September 2016?

14 A. Yeah, I see that.

15 Q. Okay. Do you recall that that request was
16 made?

17 A. Yeah, I recall that was part of the
18 letter, yes.

19 Q. And did ICANN undertake an investigation
20 in response to Mr. Hemphill's 9 September 2016
21 letter?

22 A. Well, ICANN initiated -- sent a set of
23 questions to four of the parties in mid -- in
24 September or October, I forget the exact date, not
25 just about what Afilias was claiming, but also

1 because there was a CEP. So there was a set of
2 questions distributed to collect information.

3 Q. And if you turn to Tab 29 of your bundle,
4 this is Exhibit C-50, it is your letter dated 16
5 September 2016 to Mr. John Kane at Afilias. You
6 sent an identical letter to Ruby Glen, NDC and
7 VeriSign, albeit obviously personally addressed.

8 Do you recall that?

9 A. That's correct, yes.

10 Q. You say, "Dear, Mr. John Kane. In various
11 fora Ruby Glen LLC (Ruby Glen) and Afilias Domains
12 No. 3 Limited (Afilias) have raised questions
13 regarding, among other things, whether NU DOT CO
14 LLC (NDC) should have participated in the 27-28
15 July 2016 auction for the .WEB contention set and
16 whether NDC's application for the .WEB gTLD should
17 be rejected. To help facilitate informed
18 resolution of these questions, ICANN would find it
19 useful to have additional information."

20 Did you write this letter?

21 A. I worked with counsel to draft this
22 letter.

23 Q. And to be clear, the only forum,
24 quote/unquote, in which Afilias had raised the
25 questions were in the two letters sent by

1 Mr. Hemphill; is that correct?

2 A. Well, I suppose there was also the
3 ombudsman complaint.

4 Q. Oh, that's a good point. You're right.
5 That's a good point. Right. Good point.

6 By the way, do you recall how the
7 ombudsman complaint was resolved?

8 A. I'm sorry, I don't.

9 Q. Okay. You don't recall -- do you recall
10 that the ombudsman declined to consider it because
11 of the pending litigation and CEP that had been
12 brought by NDC -- sorry, Ruby Glen?

13 A. That rings a bell, yes, thank you.

14 Q. What did you mean by the words, quote,
15 "informed resolution," unquote?

16 A. So asking questions to gather information,
17 to resolve the questions raised. So there was the
18 Ruby Glen CEP. There was the Afilias request to
19 the ombudsman. So we were endeavoring to gather
20 information.

21 Q. Okay. This sounds like an investigation
22 at the end of which ICANN would resolve the
23 questions that had been raised, do you agree?

24 A. So I was not undertaking an investigation.
25 ICANN counsel handled and administered the CEP

1 process. So the responses which I received to
2 these letters I passed along to counsel.

3 Q. When you wrote to the recipients of this
4 letter that ICANN was seeking to facilitate
5 informed resolution of these questions, you were
6 being truthful, right?

7 A. Of course.

8 Q. And there's nothing in the letter to
9 indicate that ICANN was not going to seek, quote,
10 "informed resolution," unquote, of these questions;
11 is there?

12 A. No. I mean, ICANN resolves -- takes very
13 seriously its bylaws responsibilities for all of
14 its accountability mechanisms.

15 Q. Now, if ICANN's practice was to defer
16 decisions on contention sets while accountability
17 mechanisms are pending, why did ICANN undertake
18 this effort to facilitate informed resolution of
19 the questions?

20 A. Oh, okay. So there's the -- when we put
21 an application on hold or a contention set on hold,
22 it doesn't mean that all work ceases. In fact,
23 what it means is that it prevents that applicant or
24 that contention set -- we are committing that it
25 won't move to the next phase of work, meaning we --

1 while on hold, we wouldn't, for instance, send a
2 Registry Agreement to NU DOT CO for execution. We
3 wouldn't -- it was on hold and the contract had
4 been signed, we wouldn't delegate the top-level
5 domain until the issue of the matter was resolved
6 and the hold was taken off.

7 But, you know, in order to resolve a
8 variety of matters and to get information to assist
9 in the CEP, that's -- we were trying to gather
10 information. So communications continued.

11 Q. Let's turn to the questions themselves.
12 Who drafted the questions?

13 A. In terms of -- I am not sure I should be
14 commenting or responding because of counsel.

15 Q. Let me ask it this way: Did you draft the
16 questions?

17 A. I created an early draft of questions.

18 Q. And who assisted you in -- well, strike
19 that.

20 Who else was involved in the drafting of
21 the questions?

22 MR. LeVEE: Ms. Willett, you can say
23 counsel if that's the answer, or if it is not
24 counsel, whoever is the noncounsel.

25 THE WITNESS: I worked with counsel on

1 drafting the questions.

2 Q. BY MR. De GRAMONT: Did you work with
3 anyone besides counsel in drafting the questions?

4 A. Not that I recall.

5 Q. Now, at this point in time, ICANN,
6 VeriSign and NDC had the following materials in
7 their hands: They had the DAA and the other
8 materials forwarded by Mr. Johnston in his 23rd
9 August letter to Mr. Enson, right?

10 A. I -- yes. That was the letter you just
11 showed me.

12 Q. Yes.

13 A. From Mr. Johnston, and I didn't get a
14 chance to read all of that, but did that include --

15 Q. It did forward the DAA, yeah.

16 A. Okay. Okay.

17 Q. And ICANN and VeriSign and NDC had the two
18 letters that Mr. Hemphill had sent to Mr. Atallah
19 since they were publicly posted, right?

20 A. Yes.

21 Q. And VeriSign and NDC knew the whole
22 history underlying the DAA and how VeriSign and NDC
23 interacted after the DAA was signed, right?

24 MR. LeVEE: I'm sorry, I didn't understand
25 that question. Can you read it back?

1 MR. De GRAMONT: Yes.

2 THE WITNESS: I'm sorry.

3 MR. De GRAMONT: I'll just read it. I'll
4 restate it.

5 Q. So VeriSign and NDC, of course, knew the
6 whole history of the DAA and how they had acted
7 under its terms, right?

8 A. Well, since it's an agreement between
9 them, I would guess they are the only two who would
10 see it.

11 Q. And all Afiliias had was VeriSign's press
12 release and footnotes in VeriSign's SEC filings,
13 right?

14 A. I don't know what Afiliias had.

15 Q. When you created the early draft of the
16 questions, had you reviewed the -- you never
17 reviewed the DAA; is that correct?

18 A. Correct.

19 Q. And you never reviewed Mr. Johnston's
20 letter, correct?

21 A. Correct.

22 Q. And let me ask you this: Did you do the
23 very first draft of the questions?

24 A. I created a draft of questions, yes.

25 Q. And what did you use to create the

1 questions?

2 A. The information that had been made
3 available to me from the Donuts/Ruby Glen
4 complaints prior to the auction. I may have looked
5 at Mr. Hemphill's letters. I don't recall
6 specifically. It was more my personal knowledge.

7 Q. And were -- do you recall how many drafts
8 after your first draft were created?

9 A. I don't recall.

10 Q. Okay. And were you involved in any of the
11 subsequent drafts, or did you turn the first draft
12 over to counsel and they did the rest?

13 A. I worked with counsel on multiple drafts.

14 Q. And were you working both with in-house
15 counsel and outside counsel?

16 MR. LeVEE: Mr. Chairman, I don't think
17 that's an appropriate question. I object on the
18 basis of privilege.

19 MR. De GRAMONT: I don't see why it
20 matters which counsel she's interacting with. It
21 is just a yes-or-no question or one or the other,
22 and/or both question.

23 MR. LeVEE: I don't --

24 ARBITRATOR BIENVENU: Mr. LeVee.

25 MR. LeVEE: I don't see how identifying

1 who the lawyers are is appropriate under the
2 privilege. She has stated that she worked with
3 counsel, and -- well, yeah, that's my objection.

4 MR. De GRAMONT: The privilege log
5 identifies both inside counsel and outside counsel
6 corresponding with ICANN personnel at this time.
7 So, again, the question is simply did you work with
8 solely in-house counsel, or were outside counsel
9 also interacting with you in the preparation of
10 these questions?

11 MR. LeVEE: I'll let that -- I will
12 withdraw my objections. Ms. Willett can answer if
13 she recollects.

14 THE WITNESS: My recollection is I worked
15 exclusively with inside counsel, but it's been a
16 long time. That's my recollection.

17 Q. BY MR. De GRAMONT: And do you recall how
18 the questions you drafted differed from those that
19 went out finally?

20 A. I don't recall.

21 Q. Were they very different, only slightly
22 different?

23 A. I believe I drafted a handful, maybe six
24 questions, a handful of questions, and they were
25 less formal.

1 Q. Let's look at a few of the questions.

2 MR. LeVEE: Mr. Chairman, this is a good
3 time to break. I want to raise a matter that I
4 doubt you want Ms. Willett on the screen for.

5 MR. De GRAMONT: May I just get through
6 this document and then we can take a break?

7 MR. BIENVENU: Unless the matter relates
8 to this document. Does it?

9 MR. LeVEE: No, it does not.

10 ARBITRATOR BIENVENU: Okay. So yes,
11 proceed with your questions on this document,
12 Mr. De Gramont, and then choose when would be a
13 good time without breaking the flow of your cross
14 for our second break.

15 MR. De GRAMONT: Thank you, Mr. Chairman.

16 Q. So if we look at the first question, the
17 last sentence, it says, quote, "Please provide or
18 describe any evidence of which you are aware
19 regarding whether ownership or control of NDC
20 changed after NDC applied for the .WEB gTLD,"
21 period, close quote.

22 Do you see that?

23 A. Yes.

24 Q. Now, at this point ICANN, VeriSign and NDC
25 all knew that there had been no change of ownership

1 or control of NDC the company, right?

2 A. Yes, that was my understanding.

3 Q. But Afiliias, not having seen the DAA, had
4 no idea what had happened, right?

5 A. Again, I don't know what Afiliias knew or
6 didn't know.

7 Q. So if you knew that -- if you knew that
8 there had been no change of ownership or control of
9 NDC the company, why were you asking Afiliias to
10 present evidence of that?

11 MR. LeVEE: I do think that invades the
12 privilege. I object on that basis.

13 ARBITRATOR BIENVENU: Mr. De Gramont, do
14 you want to respond to the objection?

15 MR. De GRAMONT: I am not sure I
16 understand it well enough to respond to it.

17 MR. LeVEE: I am happy to say I am trying
18 to keep my objections short.

19 MR. De GRAMONT: Let me try to rephrase
20 it.

21 Q. Did you draft this particular question?

22 A. I did not.

23 Q. Okay. Question 2 states -- well, in
24 Question 2 ICANN asks for evidence that Mr. Rasco
25 and Mr. Bezsonoff gave false testimony when they

1 said there was no change of ownership or control of
2 NDC the entity, right?

3 A. I see that.

4 Q. And, again, at this point, NDC and
5 VeriSign and ICANN all knew that there had been no
6 change of ownership or control of NDC the company,
7 right?

8 A. So you asked me that earlier. Let me
9 clarify. I still had that informed perception. I
10 can't speak to all of ICANN. My belief is that
11 NDC -- and still is -- that there was no change of
12 control of NDC based on what Mr. Rasco had told me
13 in his responses because I had never seen the DAA.
14 So that is what informed my perspective.

15 Q. The questions are filled with references
16 to Mr. Hemphill's letters; is that right?

17 A. There are several, yes.

18 Q. Yeah. So, for example, Question 4 says,
19 "In his 8 August 2016 letter Scott Hemphill
20 stated," quote, "a change in control can be
21 effected by contract as well as by changes in
22 equity ownership. Do you think that an applicant's
23 making a contractual promise to conduct particular
24 activities in which it is engaged in a particular
25 manner constitutes a 'change in control' of the

1 applicant," unquote.

2 How could Afiliias possibly answer that
3 question without having the DAA?

4 A. Again, these questions as they stand were
5 work product from counsel, and the rationale about
6 responses was something that I discussed with
7 counsel.

8 Q. And while there are references to
9 Mr. Hemphill's letter, there are, of course, no
10 references to arguments attributed to
11 Mr. Johnston's letter, right, because that was
12 still confidential?

13 A. I hadn't seen it, and yes, it was
14 confidential. I don't know the rationale as to why
15 anything -- I just glanced at it here. I don't
16 know what was or wasn't included based on that
17 letter.

18 Q. Did you at any -- why didn't you ask to
19 see a copy of the DAA in preparing these questions?

20 A. Honestly, I don't even -- I don't recall
21 exactly when I became aware of a DAA or a side
22 agreement between NU DOT CO and VeriSign. It is
23 somewhere in August, September I generally became
24 aware of that based on the information from
25 counsel, but I hadn't read the agreement, and

1 personally, I viewed any agreement between those
2 parties would have been confidential amongst
3 themselves.

4 Q. You didn't think the agreement had any
5 relevance to ICANN or ICANN's determination of
6 whether the agreement violated the gTLD rules?

7 A. I don't -- I don't recall -- since I
8 hadn't read the agreement, I don't think I had an
9 opinion on its relevance.

10 Q. Well, isn't that a little bit circular,
11 Ms. Willett? How could you possibly determine
12 whether the agreement was relevant to whether NDC
13 had violated its rules without reviewing the
14 agreement?

15 A. So, okay, generally we talked about the
16 auction rules, and my general understanding based
17 on VeriSign's press release is that they had some
18 future intention, hopes, aspirations to operate the
19 TLD if ICANN approved of a TLD assignment. I also
20 understood from the press release that they had
21 committed funds that were put forward towards the
22 auction.

23 So to me that was akin to and consistent
24 with the auction rules and an applicant being able
25 to designate a bidder to apply -- to act on their

1 behalf in an action and to submit bids and to
2 submit the funds and do the bidding during an ICANN
3 auction.

4 Q. But, Ms. Willett, not having read the DAA,
5 you have no idea whether the press release and NDC
6 statements accurately reflected what the DAA
7 required?

8 MR. LeVEE: Chairman, this is becoming
9 very argumentative, and it is --

10 ARBITRATOR BIENVENU: Overruled. I'll
11 allow the question.

12 THE WITNESS: So applicants had agreements
13 with a variety of vendors and third parties
14 regarding all sorts of aspects of their application
15 and future gTLD operations.

16 There were applicants -- more than a
17 handful of applicants who signed a Registry
18 Agreement and then immediately transferred a TLD to
19 another registry operator, requested such an
20 assignment from ICANN.

21 So just having some sort of agreement, I
22 didn't -- you know, again, I wasn't a lawyer, but
23 they -- I was looking at the applicant's statements
24 that the applicant had made, the information they
25 had provided in the application and the subsequent

1 questions, and that's how I was reviewing and
2 considering the matter.

3 Q. BY MR. De GRAMONT: But not knowing the
4 DAA's terms, you had no way of knowing whether the
5 DAA was comparable to the other arrangements that
6 you just described; isn't that fair?

7 A. I had no way of knowing what was in the
8 DAA or any of those other third-party agreements.

9 Q. You could have asked for the DAA, right?

10 A. Perhaps.

11 Q. Did you ever ask for the DAA?

12 A. I did not.

13 Q. And since you never reviewed the DAA, you
14 don't know whether the questions and the
15 questionnaire reflected any of the terms of the
16 DAA; is that correct?

17 A. That's accurate.

18 Q. And who asked you to draft the
19 questionnaire in the first place?

20 A. It was based on a discussion with counsel.

21 Q. It wasn't Mr. Atallah or any other
22 nonlawyer at ICANN?

23 A. No.

24 Q. And was it your idea to send out the
25 questionnaire?

1 A. Not that I recall.

2 MR. De GRAMONT: Okay. This would be a
3 good time to break, Mr. Chairman.

4 ARBITRATOR BIENVENU: Very well, Mr. De
5 Gramont. Thank you very much.

6 So could we ask our friends to remove the
7 witness from the hearing room.

8 And then, Mr. LeVee, you wanted to raise a
9 point of order?

10 MR. LeVEE: Yes, and I'll wait for
11 Ms. Willett to be temporarily excused.

12 (Discussion off the record.)

13 MR. ENGLISH: She has left the room.

14 ARBITRATOR BIENVENU: Mr. LeVee.

15 MR. LeVEE: Thank you, Mr. Chairman. By
16 my watch, Mr. De Gramont has now cross-examined
17 Ms. Willett for over four hours. The Afiliias
18 estimate was four hours.

19 Again, I am not necessarily saying that
20 people have to stick within the estimate, but I do
21 believe Afiliias has gone over with respect to all
22 of the witnesses, and so we find ourselves faced
23 with a situation where Mr. Ali is emailing me and
24 my team -- it is very difficult for me to respond
25 to email when I am trying to defend a witness --

1 asking about Mr. Disspain's availability next week
2 when I told the Panel yesterday that he wasn't
3 available next week.

4 Candidly I didn't ask him originally if he
5 was available next week because the schedule made
6 it clear ICANN's witnesses were going first and
7 Mr. Disspain was going to be finished today.

8 At this point, it is not even clear we are
9 going to get to Mr. Disspain today, so we will do
10 it tomorrow, but that creates a problem for
11 Mr. Rasco.

12 My concern is you had asked for a
13 cross-examination estimate at the end -- at the
14 beginning of the next session, and you were not
15 provided that. I did not interrupt. But we still
16 don't have an estimate, and we are now past the
17 number of hours originally estimated for this
18 witness.

19 I am not saying we have to establish, but
20 I think you understand my point. We find ourselves
21 in a difficult position, and it is utterly unfair
22 that I am being asked about the availability of a
23 witness next week when I said yesterday that he was
24 not available.

25 MR. ALI: Mr. Chairman.

1 ARBITRATOR BIENVENU: Mr. Ali, just before
2 you respond, if I may.

3 Mr. LeVee, we hear you, and we are
4 conscious of the problem that you allude to, but
5 have you had a chance, you and your colleagues, to
6 speak with counsel for the claimant and counsel for
7 the Amici to try to, as Mr. Marenberg helpfully
8 suggested, to try to find a path forward, has that
9 taken place or not?

10 MR. LeVEE: We have not spoken, but I have
11 received email subsequent to the last time we had
12 this conversation asking me if Mr. Disspain could
13 go next week, and the answer was no. That seems to
14 be their proposed resolution.

15 ARBITRATOR BIENVENU: My suggestion at
16 this point in time, and I know that our breaks are
17 short, but I think counsel should have a
18 conversation and try to find a constructive
19 solution to the problem that we are facing.

20 MR. LeVEE: May I -- sorry.

21 ARBITRATOR BIENVENU: Yes.

22 MR. LeVEE: It is not me. I thought you
23 were done.

24 May I ask the members of the Panel if they
25 were -- if they had flexibility to go a little

1 later tomorrow?

2 ARBITRATOR BIENVENU: I haven't discussed
3 that with my colleagues, but we have discussed
4 possible solutions to the problem that we face, and
5 without in any way encouraging parties to revise
6 their estimates, we are able to offer the parties
7 an additional day on the 14th of August. We are
8 not available on the 13th, but we can make
9 ourselves available on the 14th.

10 ARBITRATOR KESSEDJIAN: In addition,
11 Pierre, are we flexible for tomorrow night?

12 ARBITRATOR BIENVENU: I wasn't going to
13 answer that question before I had consulted with my
14 co-panelists.

15 ARBITRATOR KESSEDJIAN: Because I am.

16 ARBITRATOR CHERNICK: I would be available
17 to start earlier but not to go later.

18 ARBITRATOR KESSEDJIAN: That's fine with
19 me.

20 ARBITRATOR BIENVENU: I am available at
21 both ends.

22 ARBITRATOR KESSEDJIAN: And by the way, I
23 am available on Saturday. I don't know if anybody
24 is working on Saturdays, but that could be also an
25 option. Mr. Rasco is not available next week, so

1 perhaps he's available Saturday.

2 ARBITRATOR CHERNICK: I am not.

3 ARBITRATOR KESSEDJIAN: You are not.

4 ARBITRATOR BIENVENU: So I hope that the
5 parties, with the additional availability of the
6 Panel, can work this out, but I am very reluctant
7 to direct these discussions before they have taken
8 place.

9 The parties are fortunately represented by
10 counsel who have experience, know each other and
11 are solution-oriented. So I would just invite them
12 to have a first crack at finding a path forward and
13 to report back to the Panel.

14 MR. LeVEE: We will do that, Mr. Chairman.
15 Is it possible for Mr. De Gramont to give us a time
16 estimate of his remaining time?

17 ARBITRATOR BIENVENU: He will do that in
18 the course of your discussions with him.

19 MR. LeVEE: Thank you.

20 ARBITRATOR BIENVENU: Thank you. So we
21 break for 15 minutes, and maybe our friend JD can
22 tell Ms. Willett that it will be 15 minutes more.

23 MR. De GRAMONT: Thank you, Mr. Chairman.

24 MR. ENGLISH: Will do.

25 (Whereupon a recess was taken.)

1 MR. LeVEE: Chairman, members of the
2 Panel --

3 ARBITRATOR BIENVENU: Please, Mr. LeVee, a
4 little bit louder.

5 MR. LeVEE: Sorry. The parties have
6 spoken, and I think we have an agreement. We will
7 accept the Panel's offer, generous offer to start
8 one hour earlier tomorrow. So we will start 8:00
9 a.m. -- sorry, 7:00 a.m. Pacific, 10:00 o'clock
10 Eastern and must be 4:00 o'clock or so in Paris.

11 And then Mr. Rasco will go first and
12 Mr. Disspain will go second.

13 But the agreement of counsel is that
14 Afiliias will finish both witnesses tomorrow. So
15 they will agree they are going to try to cut their
16 examinations a little shorter and get an extra hour
17 tomorrow. I know that we need to finish tomorrow
18 at the normal time to accommodate the panelists.

19 Afiliias has agreed that they will finish
20 both examinations tomorrow, giving a reasonable
21 amount of time for redirect examination of the
22 witnesses.

23 MR. ALI: If I may just add on that
24 particular point that I believe the agreement
25 necessarily contemplates that Mr. Marenberg will

1 also observe the commitment I made that ICANN will
2 have sufficient time for redirect of Mr. Disspain.

3 We can finish our crosses, but the
4 agreement could get busted if Mr. Marenberg's
5 redirect goes too long. So it necessarily means
6 that we are all working towards the goal that we
7 have -- that you just laid out, Jeff, correct?

8 MR. LeVEE: Yes. Our understanding is we
9 are starting early because we understand that
10 Mr. Chernick needs to leave at the normal 1:00
11 o'clock time, and that's good. He has a
12 commitment.

13 So our agreement is that we are going to
14 get those two witnesses done between -- I am going
15 to do it on Pacific time, which will be 7:00 a.m.
16 Pacific and 1:00 p.m. Pacific.

17 MR. ALI: My understanding is we would
18 have an extra hour tomorrow, right?

19 ARBITRATOR CHERNICK: Yes.

20 MR. LeVEE: 7:00 a.m. start time.

21 ARBITRATOR BIENVENU: Okay. All right.

22 We commend the parties for their cooperative
23 approach to solving this problem. That probably
24 will require Panel members to be restrained in
25 their own questions, but so be it.

1 So then do we bring any other points that
2 the parties wish to discuss? No, so we'll bring
3 Ms. Willett back.

4 ARBITRATOR CHERNICK: Could I ask if we
5 are to hold August 14th or not?

6 MR. LeVEE: I don't think that will be
7 necessary at all.

8 ARBITRATOR CHERNICK: Okay.

9 MR. ALI: I think that's right.

10 ARBITRATOR BIENVENU: Okay. I will
11 exercise my prerogative to say that we should all
12 pencil it in in case. Because I think on Monday no
13 one would have predicted where we find ourselves on
14 Thursday afternoon. So let's pencil it in in case.

15 Okay. Let's bring Ms. Willett back in.

16 Mr. De Gramont, are you ready to continue
17 your cross-examination? We cannot hear you, sir.

18 MR. De GRAMONT: I'm sorry, can you hear
19 me now?

20 ARBITRATOR BIENVENU: We can.

21 MR. De GRAMONT: Thank you, Mr. Chairman.

22 Q. Welcome back, Ms. Willett. I have a
23 couple more questions about the questionnaire. As
24 you saw counsel changing your questions, were you
25 curious about the basis on which they were changing

1 them?

2 MR. LeVEE: That invades the privilege
3 clearly.

4 Q. BY MR. De GRAMONT: Let me ask it this
5 way: Did you wonder why counsel was changing the
6 questions in the manner that they changed them?

7 MR. LeVEE: I don't understand how that
8 changes things. The witness sees something that
9 counsel gives her, and then you're asking for her
10 mental impressions following receipt of information
11 from counsel.

12 MR. De GRAMONT: Yes. It is not her
13 mental impressions that are privileged.

14 MR. LeVEE: That's exactly what it is.
15 Were you surprised?

16 MR. De GRAMONT: Well, the communications
17 are privileged and the work product is privileged,
18 but Ms. Willett's frame of mind is not privileged.

19 MR. LeVEE: Mr. Chairman, I object to the
20 question.

21 ARBITRATOR BIENVENU: Mr. De Gramont, can
22 you comment on the relevance of that question?

23 MR. De GRAMONT: In the interest of moving
24 forward, I will move forward and withdraw the
25 question.

1 ARBITRATOR BIENVENU: Thank you.

2 Q. BY MR. De GRAMONT: Ms. Willett, what did
3 you do with the -- well, let me ask you this: Did
4 you receive responses from all of the recipients of
5 the questionnaire?

6 A. I recall there was someone who did not
7 respond.

8 Q. It was Ruby Glen that did not respond,
9 right?

10 A. Donuts, that sounds right.

11 Q. So you received responses from Afilias and
12 VeriSign and NDC; is that correct?

13 A. That's my recollection.

14 Q. And what did you do with them upon
15 receiving them?

16 A. I passed those responses on to ICANN's
17 legal team.

18 Q. Did you read the responses?

19 A. I believe I did.

20 Q. And did you undertake any analysis of the
21 responses yourself?

22 A. I did not.

23 Q. Do you know if ICANN counsel did?

24 A. So any knowledge I have of what counsel
25 did is based on communication I had with counsel.

1 Q. So let me just ask, do you know if they
2 did any analysis, without telling me the substance
3 of that?

4 Did I just check out --

5 (Discussion off the record.)

6 THE WITNESS: I said I provided the
7 responses to counsel. I am not exactly sure what
8 counsel did with them.

9 Q. BY MR. De GRAMONT: Were you aware -- are
10 you aware that ICANN has asserted in these
11 proceedings that its Board held a workshop in early
12 November 2016 at which .WEB was discussed?

13 A. In preparation for this hearing, I had
14 discussions with counsel.

15 Q. Were you aware in 2016 that there was a
16 Board workshop at which .WEB was discussed?

17 A. I was not.

18 Q. Were you asked in 2016 to help prepare
19 materials for the Board to consider the .WEB issue?

20 A. Not that I recall, no.

21 Q. To your knowledge, did ICANN ever reach a
22 decision on what to do with the concerns that
23 Afiliias made regarding .WEB, either before or after
24 November 2016?

25 A. Could you repeat the question? I want to

1 make sure I am answering correctly.

2 Q. Yeah. Do you know if ICANN ever reached a
3 decision regarding the concerns that Afilias had
4 made regarding .WEB?

5 A. Well, I mean, ICANN's a whole bunch of
6 people, but I am not aware of a specific decision
7 regarding Afilias' letters.

8 Q. Were you ever told that once the
9 contention set comes off hold, you should proceed
10 to delegate to NDC?

11 A. No.

12 Q. Were you ever told that the contention set
13 should stay on hold until any pending and
14 anticipated accountability mechanisms were
15 completed?

16 A. That isn't something I would have been
17 told. That would have been our practice. If there
18 were any discussions, it would have been with
19 counsel about that, but I can speak to our general
20 practice within the GDD, Global Domains Division,
21 and the new gTLD Program, our practice was to keep
22 contention sets or applications on hold until
23 accountability mechanisms had been resolved.

24 Q. But you testified that that practice was
25 made on a case-by-case basis depending on the

1 particular circumstances. Do you know if, based on
2 the particular circumstances here, ICANN decided to
3 implement that practice?

4 A. So when I was discussing a case-by-case
5 basis, it was about looking at that particular
6 accountability mechanism, and it was about making
7 the decision to put the application on hold.

8 But once it was on hold, to my
9 recollection, we kept things on hold, and it was a
10 matter of program operations, operational practice
11 to keep them on hold until we became aware and
12 informed that those accountability mechanisms were
13 resolved.

14 Q. In late 2016 or early 2017 the U.S.
15 Department of Justice commenced an antitrust
16 investigation of the VeriSign-NDC arrangements.

17 Do you recall that?

18 A. I became aware of it, yes.

19 Q. And were you told that you should take no
20 action regarding .WEB pending that investigation?

21 A. The conversations I recall were with
22 counsel.

23 Q. Do you recall that there was a long hiatus
24 until the DOJ investigation concluded in January
25 2018?

1 A. Well, the program wasn't on hiatus. My
2 recollection -- if you mean the application and
3 contention set remained on hold in that whole
4 period, it did until 2018 June.

5 Q. Okay. Did you know that in January 2018
6 VeriSign contacted ICANN staff to inquire about the
7 process for NDC to assign its .WEB Registry
8 Agreement to VeriSign?

9 A. I was unaware of that prior to preparing
10 for this hearing.

11 Q. Let me just quickly show you -- let's
12 quickly take a look at what is behind Tab 31,
13 Exhibit C-115. It is an exchange of emails between
14 Jessica Hooper of VeriSign and ICANN staff members
15 and then several internal emails.

16 If you look at Page 2, this is the email
17 from Jessica Hooper at VeriSign. Do you know
18 Ms. Hooper or do you know who she is?

19 A. I do not.

20 Q. And it is to Karla Hakansson at ICANN. Do
21 you know Ms. Hakansson?

22 A. Yes, I do.

23 Q. Is she a member -- was she a member of
24 your team?

25 A. She did not report up to me. She was part

1 of the Global Domains Division under another
2 executive.

3 Q. And if you look at the second page, she
4 writes, "I am beginning to take a high-level look
5 at the documents we would need to fill out to
6 assist NU DOT CO with the assignment process for
7 .WEB when the time comes."

8 Then if you turn to Page 1, Ms. Hakansson
9 says, "Great timing on Jessica's part! VeriSign's
10 ears must have been burning," and there's a little
11 smiley face emoji. You were not aware of these
12 emails at the time?

13 A. No, I was not.

14 Q. You didn't hear anything about them?

15 A. Not that I recall.

16 Q. Were you aware that Mr. Rasco had had a
17 phone call with Mr. Atallah and Mr. John Jeffrey in
18 around this time frame?

19 A. Not that I recall.

20 Q. Can you turn to Tab 2 in your binder,
21 which is Exhibit C-182? And you'll see on December
22 12th, 2017, there's a reference to Peg Rettino.
23 Who was Ms. Rettino?

24 A. She's Mr. Jeffrey's executive assistant.

25 Q. And John Jeffrey is the general counsel of

1 ICANN; is that correct?

2 A. That's correct.

3 Q. And then there's an email from Mr. Rasco
4 dated December 12, 2017, "Thank you. I look
5 forward to speaking on Thursday."

6 Do you know anything about that telephone
7 conference?

8 A. I don't.

9 Q. Then Mr. Rasco writes again on February
10 15th, 2018, quote, "Dear John and Akram, I hope
11 this messages finds you well. In line with our
12 previous conversation, I am contacting you
13 regarding NU DOT CO signing the Registry Agreement
14 for .WEB. Now that the DOJ CID has concluded and
15 that there are no pending accountability mechanisms
16 associated with our successful bid at the auction
17 for this string in 2016, the next step in the
18 process is for us to execute the Registry
19 Agreement. Please let me know if you'll have
20 sufficient time to get that to me this week.
21 Thanks so much for all your help throughout this
22 process, and I look forward to wrapping this up,"
23 unquote.

24 You were unaware of that communication in
25 February 2018?

1 A. Yes, I was unaware of that.

2 Q. Did you have any communications with
3 anyone from NDC after NDC submitted the
4 questionnaire?

5 A. And by "questionnaire," you mean that
6 September 2016 twenty questions?

7 Q. Yes, ma'am.

8 A. I don't recall any conversation.

9 Q. Okay.

10 A. Sorry.

11 Q. Did you know that the Ruby Glen CEP
12 terminated on 30 January 2018?

13 A. That sounds about right. I would have
14 been informed of that.

15 Q. And Ruby Glen had until 14 February 2018
16 to file an IRP but failed to do so.

17 Do you remember that?

18 A. I do recall that.

19 Q. Okay. And were you aware that Afiliias had
20 filed a DIDP request on 23 February 2018?

21 For the court reporter, it is D-I-D-P. It
22 stands for Document Information Disclosure Policy.

23 A. Yes, I do recall that request.

24 Q. And did you see the DIDP request?

25 A. I don't believe I did.

1 Q. Okay. Were you involved in responding to
2 the DIDP request in any way?

3 A. I don't recall. My only involvement would
4 have been with counsel, but I don't recall
5 supporting that request.

6 Q. Does a DIDP request put a contention set
7 on hold under the practice you described?

8 A. Generally no. We considered a DIDP to
9 be -- it was not one of those other three
10 accountability mechanisms.

11 Q. And are you aware that ICANN denied most
12 or all of the DIDP requests?

13 A. Of that specific DIDP request?

14 Q. Yes, yes.

15 A. I don't recall the specifics of that
16 request or the response.

17 Q. Do you recall that Afilias submitted a
18 request for reconsideration of the Board's denial
19 of the DIDP request?

20 A. I do.

21 Q. And you're aware that in early June 2018
22 the Board denied the request for reconsideration?

23 A. Yes. I believe they dismissed that
24 reconsideration request.

25 Q. And that apparently caused the contention

1 set to come off hold; is that correct?

2 A. Yes. That was -- on that basis, after the
3 Board's consideration there, we did take the
4 contention set off hold.

5 Q. When you say we took the contention set
6 off hold, whom do you mean by "we," who is "we"?

7 A. The program team is responsible for
8 managing, administering the applications and the
9 contention sets.

10 Q. So someone notified you that the request
11 for reconsideration was denied, and your team took
12 the contention set off hold?

13 A. That's accurate.

14 Q. All right. So take a look at Tab 33,
15 which is Exhibit C-166.

16 ARBITRATOR KESSEDJIAN: Mr. De Gramont, I
17 am terribly sorry, but I don't see Pierre Bienvenu
18 on the screen.

19 ARBITRATOR BIENVENU: I am still here, and
20 you will see me in a second.

21 ARBITRATOR KESSEDJIAN: Okay. Good.
22 Sorry.

23 MR. De GRAMONT: Thank you, Professor, for
24 that. We don't want to lose the Chairman or any
25 other members of the Panel. Thank you.

1 ARBITRATOR BIENVENU: I was there.

2 Q. BY MR. De GRAMONT: So, Ms. Willett, we
3 are looking at Tab 33, Exhibit C-166. Do you have
4 that?

5 A. Yes, I see that.

6 Q. And it is an email from Russ Weinstein
7 dated June 6, 2018, to Lisa Carter, Linett Nardone
8 and Karla Hakansson. What department were they in?

9 A. They reported to Russ Weinstein in the
10 Global Domains Division. I believe it was
11 contracted party -- they were on the engagement
12 side of the division.

13 Q. When you say "the engagement side," that's
14 the side of ICANN that engages with parties to
15 enter into registry agreements?

16 A. Well, they engage with contracted parties
17 for the most part. They did have some applicant
18 engagement function, but they weren't involved in
19 administering the new gTLD Program functions.

20 Q. Okay. Then you are copied, as are Amy
21 Stathos, Christopher Bare and Cyrus Namazi. I
22 think we have identified the others. Who is Cyrus
23 Namazi?

24 A. In this period of 2018 he was a peer of
25 mine. He was overseeing that portion of the gTLD

1 division.

2 Q. Okay. So Mr. Weinstein writes, "Lisa,
3 Linett and Karla, wanted to give you an update re:
4 .WEB/.WEBS. The question for reconsideration from
5 Afiliias has been denied and the contention set has
6 been taken off hold."

7 It goes on to say, quote, "Please let me
8 know if any questions come from your accounts
9 regarding next steps. Those should continue to be
10 managed by the program team," unquote.

11 And the program team is your team?

12 A. That's correct.

13 Q. Now, the email below is from you, and it
14 refers to an updated scorecard for .WEBS.

15 Just very briefly, what is a scorecard?

16 A. In this context, I believe the scorecard
17 was a summarized chart of the current state, some
18 background information. We prepared those to
19 inform executives about various matters.

20 Q. Did the scorecard contain information
21 about the status of whether contention sets were on
22 hold or not?

23 A. Yes. It would provide an update as to the
24 current status of that application or contention
25 set.

1 Q. So Mr. Atallah and these other executives
2 would have seen that the .WEB contention set was
3 taken off hold in the scorecard?

4 A. Well, Ms. Stathos is copied on here. My
5 understanding is that that scorecard and the
6 communications around it were privileged, but I
7 don't know if that's been -- no longer the case.

8 MR. De GRAMONT: Mr. LeVee, are you
9 raising an objection to my question?

10 MR. LeVEE: Now that I understand what
11 your question is, I do raise a privilege objection
12 because the scorecards are maintained by the legal
13 department.

14 Q. BY MR. De GRAMONT: But your understanding
15 is that the scorecard reflects the on-hold status
16 of the contention sets and that it is sent to
17 executives, including Mr. Atallah?

18 A. Yes. It is shared with executives to make
19 sure that they are informed of the current state of
20 certain matters.

21 Q. Would you turn to Tab 34, which is Exhibit
22 C-167, and it's an email from Jared Erwin, and
23 Mr. Erwin, again, is the gentleman who corresponded
24 with Mr. Rasco in June of 2016; is that correct?

25 A. That's correct.

1 Q. So he's still part of your team in June
2 2018?

3 A. Yes.

4 Q. And he's writing to you and Mr. Bare and
5 he copies Grant Nakata. Who is Mr. Nakata?

6 A. He was another member of the program team.
7 Mr. Erwin and Mr. Nakata reported to Mr. Bare, who
8 reported to me.

9 Q. Mr. Erwin writes, "Hi, Christine and
10 Chris. We have made the contention set updates
11 (on-hold arrow resolved) and notified the
12 applicants. By the end of the day, Grant will be
13 conducting outreach to the prevailing applicants
14 (NU DO and Vistaprint) to confirm/provide updated
15 signatory contact information," unquote.

16 Now, Vistaprint is the winner of the .WEBS
17 contention set, right?

18 A. .WEB and .WEBS were put in one contention
19 set, but Vistaprint was the prevailing party for
20 the string .WEBS, W-E-B-S.

21 Q. So Mr. Erwin is informing you that the
22 delegation process is -- of .WEB to NU DOT CO is
23 proceeding?

24 A. So this -- no, this didn't pertain to
25 delegation. This was essentially saying that --

1 indicating that since the -- informing us that
2 since the status change had been made, which
3 Mr. Erwin was responsible for, that Mr. Nakata
4 would be proceeding to reengage with the applicants
5 to restart the contracting process from where it
6 left off when these applications were put on hold
7 back in 2016.

8 Q. I see. So NDC had been sent the CIS, is
9 that what it's called?

10 A. The Contracting Information Request, CIR.

11 Q. That's right. This was the next step for
12 providing signatory contract information; is that
13 right?

14 A. The next step -- since almost two years
15 had gone by, my team was confirming signatory
16 information at that time.

17 Q. And Mr. Erwin states that ICANN has
18 notified the other applicants?

19 A. Notified, yes.

20 Q. Okay. And if we look at Tab 35, Exhibit
21 C-62, it's from Global Support Center, dated June
22 7th, 2018. It is to Mr. Kane at Afilias. I
23 believe he was in Australia at the time, which is
24 why it is dated June 7. And it says, "Dear John,
25 thank you for contacting the ICANN team. Case

1 00892769 has been closed," and then there's case
2 information. And then it says, "Please contact us
3 if you have any additional questions."

4 Do you see that?

5 A. I do.

6 Q. So this was the notification to Afilias
7 that the contention set had been taken off hold, do
8 I understand that correctly?

9 A. I am not sure exactly what this case is
10 without looking at the whole case. I couldn't
11 speak to this.

12 Q. Is this the form of notice that ICANN
13 typically gives to members of the contention set
14 when the contention set is closed?

15 A. It is not what I would expect to see, but
16 I did not typically look at those communications
17 going out from this portal system.

18 Q. Are you aware of any other notification
19 that was sent to Afilias about the -- taking the
20 contention set off hold?

21 A. I am not aware.

22 Q. Are you aware that Afilias' counsel had
23 asked ICANN for advanced notice if the contention
24 set was going to be taken off hold?

25 A. I recall that.

1 Q. And you recall that ICANN declined to give
2 any advanced notice, right?

3 A. It was not our practice to have outside
4 exceptional communications with applicants. We
5 were treating Afilias like we would any other
6 applicant in the contention set and informing them
7 at the same time we informed everyone else.

8 Q. Well, that's interesting because in August
9 2016, after VeriSign had issued its press release,
10 VeriSign's outside counsel got a call from ICANN's
11 outside counsel asking them for information about
12 .WEB.

13 Do you recall that?

14 A. I have no idea what counsel did, outside
15 counsel.

16 Q. No one from Jones Day called Afilias'
17 counsel when the contention set was taken off hold,
18 right?

19 A. I have no idea.

20 Q. Let's take a look at Tab 36 of your
21 binder, which is Exhibit C-169, and we are going to
22 start at the end. And it is an email dated June
23 12th from Grant Nakata to you and various others,
24 and it says, quote, "Hello, everyone. We have the
25 following contracting request for your review and

1 approval. Attached please find the RA sending
2 list."

3 I think "RA" stands for "Registry
4 Agreement"?

5 A. It does.

6 Q. It goes on to say, quote, "If you recall,
7 the .WEB/.WEBS contention set had resolved via
8 indirect contention auction in July 2016. The
9 contention set was later placed on hold due to a
10 pending accountability mechanism. The
11 accountability mechanisms closed and the contention
12 set was reverted back to resolved. NU DOT CO LLC,
13 the prevailing applicant for .WEB, has completed
14 the CIR form, and we are now prepared to issue a
15 Registry Agreement," unquote.

16 Do you see that?

17 A. I do.

18 Q. I take it that various approvals for that
19 to happen were required?

20 A. That's correct.

21 Q. So we see an approval from Mr. Bare, from
22 you, from Mr. Weinstein, and then at the top
23 Mr. Nakata writes on June 14th, quote, "We have the
24 following contracting request for your review and
25 approval. Attached please find the RA execution

1 list. NU DOT CO has signed the Registry Agreement
2 for .WEB, and we are now able to proceed to
3 countersign."

4 So if I understand correctly, the Registry
5 Agreement has been sent to NU DOT CO., they have
6 returned it and Mr. Nakata says, quote, "We are now
7 able to proceed to countersign," unquote.

8 Am I understanding that correctly?

9 A. So essentially it is two separate requests
10 for approvals in this email chain.

11 Q. And so after the June 14th email there's a
12 request for additional approvals to proceed to
13 countersign?

14 A. So the first request for approval from
15 Mr. Nakata, initiated on 12 June, was for approval
16 to send the Registry Agreement. Then he evidently
17 received that. And then the email from Mr. Nakata
18 on 14 June indicates that NU DOT CO had signed the
19 Registry Agreement. So he was then seeking a
20 second approval from those individuals to -- prior
21 to ICANN's execution, countersigning of the
22 Registry Agreement.

23 Q. And so if we take a look at what's behind
24 Tab 37, Exhibit C-170 and looking at the bottom of
25 Page 2, we see the same -- I think this is the same

1 email that we just looked at from Mr. Nakata asking
2 for approvals -- maybe that's -- yes, asking for
3 approval to countersign, and above it we see
4 various approvals.

5 And then on June 20th, 2018, Mr. Nakata
6 writes to various recipients, "Hello," quote, "I
7 want to provide an update on the .WEB Registry
8 Agreement. Prior to the execution of the .WEB
9 Registry Agreement, we received notice that a
10 cooperative engagement process was initiated on
11 .WEB. The .WEB/.WEBS contention set has been
12 placed on hold. We will void the current Registry
13 Agreement via DocuSign. If or when we are able to
14 proceed, we will reinitiate this approval process,"
15 unquote.

16 Were you instructed that once there were
17 no accountability mechanisms pending, you should go
18 ahead to proceed to delegate or contract with NDC
19 for .WEB?

20 A. Well, as I said before, I wasn't
21 instructed. It would have been our common
22 practice. And if I had -- if there were questions,
23 it would have been a conversation with counsel.

24 Q. Was the ICANN Board informed that staff
25 was moving forward with contracting with NDC for

1 .WEB?

2 A. So there were communications with the
3 Board in which ICANN's legal team was copied.

4 THE WITNESS: Is that something I can
5 disclose in regards to ICANN -- the Board's
6 oversight of this process?

7 MR. LeVEE: Probably no, but I don't know
8 what the document is that you're referring to.

9 I am trying not to object, but the
10 question, Ms. Willett, is: Do you know of any
11 communications that don't involve counsel?

12 MR. De GRAMONT: Let me just start with a
13 yes-or-no question.

14 Q. Did anyone on your staff inform the Board
15 that the contention set had been taken off hold and
16 that you were proceeding to contract with NDC?

17 A. It wasn't a common practice for us to
18 inform the Board of contention set status changes,
19 no.

20 Q. But in this instance -- let me ask it this
21 way: Are you aware of any nonlawyer at ICANN
22 informing the ICANN Board in June 2018 that the
23 contention set was being taken off hold and you
24 were proceeding to contract with NDC for .WEB?

25 A. Communications between my team and the

1 Board typically copied one or more attorneys.

2 Q. Mr. LeVee will object if he thinks that's
3 appropriate.

4 Right now I just want to know if any
5 nonlawyer wrote to the Board to inform the Board
6 that ICANN was proceeding to contract with NDC for
7 .WEB?

8 A. Yes.

9 MR. LeVEE: Yes-or-no question. Okay.
10 Thank you.

11 Q. BY MR. De GRAMONT: Do you know who sent
12 that communication to the ICANN Board?

13 A. Without looking at an email, I can't be
14 certain in this specific instance.

15 Q. Is there someone who it typically would
16 have been?

17 A. It would have been someone on my team,
18 either Mr. Nakata or there was also a David Saxa,
19 who would have sent an email to the Board, and our
20 legal team would have been copied on those
21 communications.

22 Q. And do you recall if anyone on the Board
23 responded to the nonlawyer who had made the
24 communication advising the Board that you were
25 proceeding to contract with NDC for .WEB?

1 A. To my knowledge, no Board member
2 responded.

3 Q. So what had happened to the, quote,
4 "informed resolution," unquote, that ICANN said it
5 was seeking back in September 2016?

6 A. So I believe that was in relationship to
7 those previous accountability mechanisms, the CEP,
8 the ombudsman matter, and those had been resolved.

9 Q. So once Ruby Glen's CEP was resolved and
10 once the ombudsman said he wasn't going to consider
11 ICANN's -- sorry, Afilias' complaint, the
12 questionnaires were -- or the informed resolution
13 was rendered moot?

14 A. I don't know what the legal department was
15 undertaking.

16 Q. If Afilias had not filed for CEP, ICANN
17 would have proceeded to contract with NDC; is that
18 your understanding?

19 A. I don't really know what would have
20 happened.

21 Q. Is it ICANN's position that it only has to
22 consider whether the gTLD rules have been violated
23 if someone forces them to do so by filing an
24 accountability mechanism?

25 MR. LeVEE: Can I get that question back?

1 MR. De GRAMONT: Yes, yes.

2 (Reporter read back as requested.)

3 MR. LeVEE: I object on the grounds of
4 privilege. If you know on other grounds, then you
5 should answer.

6 THE WITNESS: So I -- well, first I'd like
7 to say I don't think -- because I am no longer an
8 employee for ICANN, I don't think I can represent
9 ICANN's position in this hearing.

10 I can only share with you my understanding
11 as to how we operated, how we functioned and what
12 we told applicants about this matter. So I would
13 have to say at ICANN -- I fully expected from 2016
14 August, I expected Afilias to file a -- a
15 reconsideration request at any day, and I fully
16 expected that as soon as we changed the status of
17 the contention set, taking the contention set off
18 hold, that was staff action, and Afilias would have
19 voiced their objection to that and made a formal --
20 the way to formally complain is not by writing a
21 letter. It is by initiating a reconsideration
22 request. That's what I had been telling applicants
23 publicly. That was commonly understood since 2013.

24 Q. BY MR. De GRAMONT: Ms. Willett, Afilias
25 had asked for an investigation. ICANN had

1 responded that it was going to seek informed
2 resolution of the concerns that Afiliias had raised.
3 You don't think that ICANN was required to actually
4 do what it had said it was going to do?

5 MR. LeVEE: I object the question's very
6 argumentative. Put it in a brief.

7 Q. BY MR. De GRAMONT: Having sent a letter
8 to Afiliias stating that ICANN was going to seek
9 informed resolution of ICANN's -- of Afiliias'
10 concerns, didn't you think it was incumbent on
11 ICANN to actually provide an informed resolution of
12 those concerns?

13 A. As we discussed before, I thought I told
14 you the informed resolution pertained to the
15 accountability mechanisms. It was not our practice
16 to respond and initiate investigations and take
17 action in the program based on letters.

18 We had hundreds, if not thousands of
19 letters written to us asking ICANN to eliminate one
20 applicant or give the TLD to another applicant in
21 correspondence, and ICANN did not take questions in
22 letters.

23 Q. Can I ask you to take a look at Tab 30 in
24 your binder, which is Exhibit C-61? It is a letter
25 dated 30 September 2016 from Mr. Atallah to

1 Mr. Hemphill, and at this point ICANN's ombudsman
2 had dismissed Afiliias' complaint.

3 Do you recall that?

4 A. I am not sure when I became aware of
5 Afiliias' ombudsman complaint.

6 Q. Okay. Just to save time, I will represent
7 that the ombudsman had rejected the complaint by
8 this time and the letter is on record.

9 Mr. Atallah acknowledges Mr. Hemphill's
10 letters of 8/2016 and 9 September 2016. He says,
11 quote, "We note your comments regarding the NU DOT
12 CO LLC application for .WEB and the ICANN auction
13 of 27 July 2016."

14 At the bottom, second-to-last paragraph,
15 he writes, quote, "As an applicant in the
16 contention set, the primary contact for Afiliias'
17 application will be notified of future changes to
18 the contention set status or updates regarding the
19 status of relevant accountability mechanisms. We
20 will continue to take Afiliias' comments and other
21 inputs that we have sought into consideration as we
22 consider this matter," unquote.

23 Do you see that?

24 A. I do.

25 Q. Had you seen this letter at the time?

1 A. I believe so.

2 Q. And at this point Afiliias doesn't have any
3 accountability mechanism pending, right?

4 A. That's my understanding.

5 Q. And Mr. Atallah is committing to continue
6 to take Afiliias' comments and other inputs that we
7 have sought into consideration as we consider this
8 matter, right?

9 A. I see that.

10 Q. In fact, if Afiliias had not filed for CEP,
11 ICANN would simply have proceeded to contract with
12 NDC without ever considering the issues that
13 Afiliias had raised, right?

14 A. I can't speak to what Mr. Atallah would
15 have done. He would have been the executive to
16 sign the agreement on ICANN's behalf.

17 Q. In fact, the Registry Agreement was sent
18 to NDC, NDC signed it, returned it to ICANN and
19 ICANN personnel approved ICANN's signature and only
20 stopped the process when Afiliias filed its CEP; is
21 that right?

22 A. Once they initiated, yes, that
23 accountability mechanism.

24 Q. So the only way that ICANN will
25 consider -- strike that.

1 Did you consider the concerns that Afilias
2 had raised to be serious concerns?

3 A. I considered them to be sour grapes.

4 Q. And did you express that view to anyone
5 else at ICANN?

6 A. I may have.

7 Q. You don't recall specifically?

8 A. I don't recall specifically.

9 Q. Did anyone at ICANN express that view to
10 you, that Afilias' concerns were simply, quote,
11 "sour grapes," unquote?

12 A. Not that I recall.

13 Q. And you reached that view that Afilias was
14 simply acting out of, quote, "sour grapes,"
15 unquote, without ever having seen the DAA; is that
16 right?

17 A. Correct.

18 MR. De GRAMONT: May I take a two-minute
19 break, Mr. Chairman, to consult with my counsel,
20 with my colleagues?

21 ARBITRATOR BIENVENU: Yes, you may, Mr. De
22 Gramont.

23 (Whereupon a recess was taken.)

24 MR. De GRAMONT: Mr. Chairman, I have no
25 further questions.

1 Ms. Willett, thank you very much for your
2 time. It is nice to meet you.

3 ARBITRATOR BIENVENU: Thank you, Mr. De
4 Gramont.

5 The Panel has a few questions for
6 Ms. Willett, and we agreed that I would begin. If
7 there are supplemental questions, my colleagues
8 would follow me.

9 Ms. Willett, just to clarify an answer
10 that you have just given to counsel for Afiliias, he
11 asked you, you said -- stated in an answer to one
12 of his questions that you consider Afiliias'
13 concerns to be sour grapes.

14 Do you remember saying that?

15 THE WITNESS: I do.

16 ARBITRATOR BIENVENU: Now, does that mean
17 in your opinion, Ms. Willett -- and I am asking
18 only for your opinion, not other people's opinion,
19 not your counsel's opinion.

20 But in your opinion, does that answer mean
21 in your opinion NDC's contract with VeriSign did
22 not violate the guidebook and the auction rules?

23 THE WITNESS: I haven't evaluated that
24 agreement, and I am not a lawyer or in a position
25 to do a legal assessment of it, but the mere fact

1 of an agreement to me and the fact that VeriSign
2 essentially acted as a bidder in the auction on
3 behalf of NDC would not disqualify them. That's
4 my --

5 ARBITRATOR BIENVENU: Sorry to cut you
6 off, but if you haven't seen the agreement, you
7 don't know if the agreement --

8 THE WITNESS: Correct. I haven't reviewed
9 the agreement. I don't know what it says. I am
10 simply saying the fact that an agreement exists to
11 me is not disqualifying.

12 ARBITRATOR BIENVENU: Are you aware,
13 Ms. Willett, as you sit here today, that the
14 position taken by the Respondent in this IRP, and I
15 am reading here from Paragraph 81 of ICANN's
16 rejoinder, is, and I quote, "ICANN has taken no
17 position on whether NDC violated the guidebook."
18 Are you aware that that is the position taken by
19 the respondent in this IRP?

20 THE WITNESS: Yes.

21 ARBITRATOR BIENVENU: And was that the
22 position throughout the period from the moment
23 concerns were first raised about NDC's bid -- NDC's
24 application and the moment of your departure? At
25 no point during that period did ICANN take a

1 position on whether NDC had violated the guidebook?

2 THE WITNESS: As far as I am aware, that's
3 correct, yes.

4 ARBITRATOR BIENVENU: And to pick up on
5 another question that was asked of you by counsel
6 for Afilias, the fact that ICANN sent a draft
7 Registry Agreement to VeriSign -- forgive me, to
8 NDC for execution, that does not imply compliance
9 of NDC's application with the guidebook?

10 THE WITNESS: Well, I suppose, in terms of
11 the fact that -- sorry. I am trying to replay the
12 question.

13 ARBITRATOR BIENVENU: Let me rephrase it
14 if it is helpful to you.

15 If you and your team had taken the view
16 that applicant -- let's move away from the facts in
17 this case, but that an applicant had failed to
18 respect the guidebook, but there had been no
19 accountability mechanism to complain about that
20 noncompliance, would you, by reason of the absence
21 of an accountability mechanism, have sent a draft
22 Registry Agreement for execution?

23 THE WITNESS: No, I don't believe we would
24 have. If we determined that an applicant had
25 violated the terms of the guidebook, I don't

1 believe that my team and I would have given our
2 approvals to proceed with contracting.

3 ARBITRATOR BIENVENU: So why is it, then,
4 that no one in your team raised a red flag before
5 the Registry Agreement was sent to VeriSign to say,
6 "Hey, we have not yet taken a position on whether
7 NDC violated the guidebook, and we have to take a
8 position on this before we send that Registry
9 Agreement out for signature"?

10 THE WITNESS: So my team was operating
11 within the rules of the applicant guidebook, and we
12 were administering the processes and functions
13 described in that applicant guidebook.

14 For us to have been reviewing something
15 else, there was no mechanism beyond those
16 evaluation criteria for the program team to
17 determine that an applicant had violated the
18 guidebook unless we were informed by an outcome of
19 an accountability mechanism, an ombudsman
20 determination, a reconsideration request that was
21 taken up by the Board, and we were informed somehow
22 by the Board to take something new into
23 consideration. We were evaluating their
24 application and the information that the applicant
25 provided us according to those processes.

1 ARBITRATOR BIENVENU: Can I ask you to
2 turn to your letter of 16 September 2016?

3 THE WITNESS: Yes, right there.

4 ARBITRATOR BIENVENU: And if we go to the
5 next page, we see at the top of --

6 ARBITRATOR CHERNICK: What tab is that?

7 ARBITRATOR BIENVENU: It is Tab 30.

8 Sorry, I had a separate copy apart from the witness
9 binder, but it is Tab 30.

10 ARBITRATOR CHERNICK: Thank you.

11 ARBITRATOR BIENVENU: Sorry. I am
12 mistaken. It is not Tab 30.

13 MR. De GRAMONT: I believe it is Tab 29,
14 Mr. Chairman.

15 ARBITRATOR BIENVENU: 29. That's right,
16 29.

17 By the way, your letter is dated 16
18 September 2010.

19 Do you see that?

20 THE WITNESS: My copy says 16 September
21 2016.

22 ARBITRATOR BIENVENU: Sorry, 16 September
23 2016, yeah, forgive me.

24 16 September 2016, that is the deadline
25 that had been -- I will say "set," but maybe it

1 would be more appropriate to say "proposed" -- in
2 Afiliast's letter of 9 September. Was that
3 coincidental?

4 THE WITNESS: Yes, I believe it was.

5 ARBITRATOR BIENVENU: Now, turning to Page
6 2, we see the title of the questionnaire, "Topics
7 on Which Ruby Glen, NU DOT CO, Afiliast and VeriSign
8 are Invited to Comment."

9 Do you see that?

10 THE WITNESS: Yes.

11 ARBITRATOR BIENVENU: Can you tell us why
12 the questionnaire was addressed only to those four
13 parties and not to all members of the contention
14 set?

15 THE WITNESS: Any information I have on
16 that would have been based on conversation with
17 counsel.

18 ARBITRATOR BIENVENU: You were aware when
19 you sent that questionnaire that, among its
20 addressees, two of them were obviously aware of the
21 DAA because they were signatories to it, and you
22 knew that at least one of the four was not aware of
23 the DAA, namely Afiliast; is that correct?

24 THE WITNESS: So I'm sorry, I don't recall
25 when I became aware of the DAA, if it was in -- if

1 it was prior to 16 September or not, and I don't
2 know what other parties were aware of the DAA or
3 had seen copies.

4 ARBITRATOR BIENVENU: Bear with me,
5 Ms. Willett.

6 THE WITNESS: Of course.

7 ARBITRATOR BIENVENU: Just looking through
8 my notes here.

9 You mentioned yesterday that you had not
10 reviewed Mr. Rasco's statement; is that correct?

11 THE WITNESS: Which statement is that?

12 ARBITRATOR BIENVENU: Excuse me?

13 THE WITNESS: Oh, his witness statement?

14 ARBITRATOR BIENVENU: Yes.

15 THE WITNESS: No, I have not.

16 ARBITRATOR BIENVENU: You have not seen
17 it?

18 THE WITNESS: Unless it's in this binder,
19 I have not.

20 ARBITRATOR BIENVENU: Okay. There are
21 statements in Mr. Rasco's statement about what
22 ICANN knew or might have known, and I'd like to
23 explore that with you, if I may.

24 THE WITNESS: Of course.

25 ARBITRATOR BIENVENU: If you go to

1 Paragraph 27, and can someone -- we are going to
2 have someone display it for you.

3 THE WITNESS: Okay.

4 MR. De GRAMONT: Chuck, are you able to
5 get Mr. Rasco's -- okay.

6 MR. BIENVENU: If we go to the bottom of
7 Page 9 and top of Page 10. So I'll read it for
8 you.

9 "It was not until April 2016, however,
10 that ICANN" -- sorry, I can't read on my screen
11 because we have the -- I'll follow here.

12 "It was not until April 2016, however,
13 that ICANN sent notice to the contention set that
14 ICANN would issue the .WEB gTLD and, therefore,
15 that ICANN had scheduled a public auction for .WEB
16 to take place on July 27, 2016. Until ICANN sent
17 that formal notice, there was no guarantee that
18 ICANN would hold an auction for .WEB. Rather, as
19 had occurred with other domain strings (such as
20 .CORP), ICANN had the right to decline to issue the
21 .WEB gTLD and thus not hold an auction."

22 Could you help us situate those cases? In
23 what circumstances might ICANN decide not to hold
24 an auction?

25 THE WITNESS: So it is true that ICANN and

1 the Board had ultimate discretion as to whether to
2 issue any TLD or not.

3 With .CORP, as I recall -- I am going to
4 forget the term for this. There was a technical
5 risk to the root, a root collision. There was a
6 risk of essentially resolution of domain names to
7 IP addresses and queries to the DNS being routed to
8 the incorrect location, essentially, pertaining to
9 the .CORP, C-O-R-P, top-level domain.

10 So I do believe that that was a Board
11 decision which directed that we would not be
12 delegating the top-level domain .CORP at all.

13 ARBITRATOR BIENVENU: Thank you.

14 Can you go to Paragraph 33, and I'll just
15 let you read it, Ms. Willett. Let me know when
16 you're done.

17 THE WITNESS: I am. Thank you.

18 ARBITRATOR BIENVENU: So there's reference
19 in the second sentence to means of resolving
20 contention sets, and I would like to focus on the
21 third one mentioned by Mr. Rasco, which is, "buying
22 various applicants out of their applications before
23 any auction was held."

24 Do you know whether that has happened in
25 practice?

1 THE WITNESS: I would have to think about
2 a specific example, but I do recall more than a few
3 applicants who the applying entity was acquired by
4 a different organization.

5 ARBITRATOR BIENVENU: I don't believe that
6 that's what he's referring to. He's not referring
7 to an acquisition of the applicant. He is
8 referring to an applicant being bought out of its
9 application, at least that's how I read it.

10 THE WITNESS: I don't know what that would
11 mean. Because it would be contrary and against the
12 rules and the AGB to buy or sell an application,
13 but the entity -- the applying entities changed
14 hands on multiple occasions.

15 ARBITRATOR BIENVENU: Right. So you have
16 anticipated my question.

17 If what he's referring to, and no doubt he
18 can clarify when he appears before us, but if what
19 he were referring to was the buyout of the
20 application from the applicant, your view is that
21 this would not be permissible under the guidebook;
22 is that right?

23 THE WITNESS: To me it is -- what ICANN
24 was looking at was that the applying entity
25 continued to retain responsibility for the

1 application. So as long as that was still the
2 case, I -- I am not a lawyer. I know there's all
3 sorts of creative arrangements that could be made,
4 but as long as the applying entity still was
5 managing the application, that would have been
6 consistent with the rules.

7 But if that -- if that changed and then
8 that applicant wasn't managing the application,
9 that might be an issue. But we would have
10 evaluated that on a case-by-case basis.

11 ARBITRATOR BIENVENU: Can you think of
12 examples where that happened?

13 THE WITNESS: I'd have to do a little
14 harder thinking about the specific strings, but I
15 recall that we had at least one applying entity
16 that ceased to exist, so some other, I don't know,
17 parent corporation or sister corporation acquired
18 the assets of that entity. I think there were --
19 over many years, you know, not just these four
20 years in the program and beyond, it was a lot of
21 time for all sorts of changes to corporate
22 structures to occur.

23 As the program progressed, we had to
24 continue to adapt our procedures to handle
25 situations we hadn't contemplated and beyond what

1 was expressly stated in the AGB.

2 ARBITRATOR BIENVENU: Thank you. Could we
3 go to Paragraph 37, and I'll let you read it, but
4 my question will concern the penultimate sentence
5 of the paragraph.

6 THE WITNESS: Yes.

7 ARBITRATOR BIENVENU: Based on your
8 experience, Ms. Willett, were you aware of these
9 practices?

10 THE WITNESS: I don't recall ever being
11 informed explicitly by applicants of these
12 practices, but I became aware through general
13 discussions in the community that various practices
14 of choosing which contention sets or which strings
15 to pursue versus others did occur.

16 ARBITRATOR BIENVENU: Can you go to
17 Paragraph 83 of the witness statement?

18 THE WITNESS: I'm sorry, before we go
19 there, Mr. Chairman, I want to make sure I'm clear.
20 If you're referring to the penultimate statement
21 that ICANN did not object to them -- is that what
22 you were asking me about specifically?

23 ARBITRATOR BIENVENU: I was mostly,
24 whether it did or not is something -- is easily
25 traceable, or more easily traceable. But what I

1 just wanted to know is whether a person in your
2 position, an important position in relation to that
3 program, whether you were aware of these practices?

4 THE WITNESS: So I was aware that a
5 variety of resolutions was taking place, and the
6 way we became aware of that is because applicants
7 would withdraw their applications from ICANN,
8 essentially leaving one remaining applicant, and it
9 would resolve contention.

10 That is how we in the program team came to
11 understand that a private resolution had occurred,
12 but I don't recall anyone specifically telling me
13 of their strategy about an arbitrage strategy.

14 But over many years observing it, I think
15 it is easy to form conclusions how certain
16 applicants were treating certain applications and
17 what was being resolved.

18 ARBITRATOR BIENVENU: Thank you.

19 I was going to ask you about the account
20 in Paragraphs 83 to 86 of your conversation with
21 Mr. Rasco, but I believe we have your evidence on
22 this. So I don't need to go there.

23 My last question concerns the litigation
24 waiver that is contained in Module 6. It is under
25 Tab 8 of your binder.

1 THE WITNESS: Yes.

2 ARBITRATOR BIENVENU: And it is at Page 4.
3 Do you have it in front of you?

4 THE WITNESS: Yes.

5 ARBITRATOR BIENVENU: So I'll let you read
6 the beginning of the paragraph. I don't want to
7 burden the transcript, but when the text becomes
8 capitalized, we read, quote, "Applicant agrees not
9 to challenge, in court or in any other judicial
10 fora, any final decision made by ICANN with respect
11 to the application," and you can read what follows.

12 And then at the bottom of the paragraph,
13 the last -- in the penultimate sentence we see,
14 "Provided, that applicant may utilize any
15 accountability mechanism set forth in ICANN's
16 bylaws for purposes of challenging any final
17 decision made by ICANN with respect to the
18 application."

19 Do you have a view, Ms. Willett, as to
20 what is meant by "final decision made by ICANN with
21 respect to the application"?

22 THE WITNESS: I have a personal opinion.

23 ARBITRATOR BIENVENU: Excuse me?

24 THE WITNESS: I have a personal opinion as
25 to that.

1 ARBITRATOR BIENVENU: Yes. Could you give
2 us your understanding of what is meant by this
3 language?

4 THE WITNESS: So the guidebook describes
5 multiple evaluations that an evaluation goes --
6 that an application goes through, and if an
7 applicant failed any of those evaluations, that
8 would be a final decision made by ICANN.

9 So evaluation -- I guess in general, there
10 are a number of actions that ICANN could take in
11 the processing of an -- sorry -- in the processing
12 of an application, which could be a final decision
13 by ICANN, which would be an evaluation outcome, an
14 objection determination to either perbado
15 [phonetic] or fail an objection process, resolving
16 contention, string similarity, all of those -- it
17 wasn't just contracting. It wasn't just delegation
18 which we deemed as a final decision.

19 This was the part of the guidebook that we
20 were relying on when we looked and guided
21 applicants to utilize those accountability
22 mechanisms to channel action by ICANN.

23 We were talking about .CORP and not
24 choosing to delegate .CORP. That would have been a
25 final decision. This would have been a variety of

1 actions by ICANN in the processing of the program.

2 ARBITRATOR BIENVENU: Thank you very much.

3 So I don't know if my colleagues have
4 questions, additional questions for Ms. Willett.

5 ARBITRATOR CHERNICK: I do not.

6 ARBITRATOR KESSEDJIAN: Well, I think I
7 do, and I want to apologize to both Ms. Willett and
8 Jeff LeVee because he's waiting for the redirect.
9 I was looking at the schedule, and you have
10 evaluated 40 minutes. So it is going to take us
11 pretty long, but I will try to cut short -- I have
12 four questions. We will see whether I go through
13 four questions or whether I cut them.

14 Ms. Willett, I am speaking to you in your
15 capacity as general manager of this new gTLD
16 Program. So I want you to answer my questions to
17 the best of your professional capacities at -- and
18 not really trying to imagine what a lawyer would
19 do, what another person would do. So I am really
20 talking to you in the capacity you occupied for so
21 many years, which I consider to be an essential
22 capacity in the managing of the program.

23 On Monday -- of course you don't know
24 about that, but I am going to tell you what
25 happened on Monday. On Monday we had the opening

1 statements by the parties and the Amici.

2 NDC, who is an Amici -- Amicus in this IRP
3 said, and I quote, "ICANN" -- and it's -- by the
4 way, anyone who is concerned about where I quote,
5 this is one of the slides of NDC's opening
6 statement, and it is in the second version that we
7 received. It is Slide 8. I don't know whether
8 anybody would want to -- it is very short, so I
9 don't think you need to see the document.

10 I quote, "ICANN" -- and it is a title of
11 the slide. "ICANN Never Inquired about the
12 Agreement," and I am adding for you, Ms. Willett,
13 that the agreement that he is concerned about is
14 the DAA. It is the agreement between NDC and
15 VeriSign. "ICANN Never Inquired About the
16 Agreement With VeriSign Prior to the .WEB Auction,"
17 unquote.

18 Now, when I read in my capacity as a Panel
19 member this very sentence, what I read is the
20 reverse position, which is basically what NDC's
21 telling us, is that ICANN should have asked -- if
22 they were interested, if ICANN was interested in
23 the DAA, they should have asked, ICANN should have
24 asked.

25 Now I am asking your opinion. Do you

1 think it was ICANN's duty to inquire about
2 something that would have happened, could have
3 happened? You said to us many times that you had
4 no idea, but if that were true, if something like
5 this was going on, do you think that was your duty
6 as ICANN to ask for it?

7 MR. LeVEE: Professor Kessedjian, can I
8 just clarify that you're asking about prior to the
9 .WEB auction?

10 ARBITRATOR KESSEDJIAN: Yes, prior to the
11 .WEB auction. Thank you, Mr. Levee.

12 THE WITNESS: So I don't believe we could
13 have had a duty to inquire about an agreement we
14 didn't know about. So I think we inquired the
15 questions in June and July that my team and I posed
16 to Mr. Rasco about who the directors or managers
17 were of NDC, who the ownership interests were. We
18 asked those same types of questions of many, many
19 applicants. We sincerely did not -- I had no
20 clue -- sorry, American --

21 ARBITRATOR KESSEDJIAN: That's okay. I
22 understand.

23 THE WITNESS: I had no suspicion, no hint
24 that there was this separate agreement. So I don't
25 think we had a duty beyond all of the inquiries

1 that we did make.

2 ARBITRATOR KESSEDJIAN: Okay. Thank you.

3 Now, you said yesterday, and I quote from
4 the transcript of your witness deposition
5 yesterday, and that's for everybody in the room, it
6 is Page 140, Lines 12 and 13 of the transcript.
7 You said that the applicants are prohibited, and
8 you were very strong on that statement, from
9 signing, reassigning, transferring their
10 application, and you made a difference between that
11 prohibition, which seemed to be very strong in the
12 way you expressed it, and the rights.

13 Now, when I read that -- and in your
14 witness statement you said many, many times, and
15 you were asked today about that, but I noted at
16 least three paragraphs, if not more, 20, 23, 34,
17 where you said, "At no time did NDC tell us that
18 they were doing anything with VeriSign."

19 Now, for the sake of argument and for the
20 sake of discussion, if you had known -- and it is
21 just supposition, if you had known that there was
22 something going on with VeriSign, that was my word,
23 behind the scenes. Now, in your capacity as
24 general manager, what would you have done?

25 You didn't know, so it is a completely

1 hypothetical question.

2 THE WITNESS: So hypothetically, if we had
3 been made aware that NDC had an agreement with any
4 other party, and as we now know about the auction
5 and perhaps a hopeful assignment, we might have
6 asked some questions about it, but not knowing
7 about that, we didn't.

8 So hypothetically, it might have -- it
9 might have driven us to ask some additional
10 questions about the nature of that.

11 ARBITRATOR KESSEDJIAN: Thank you.
12 Pierre, I had two other questions, but I think it
13 is very late in the day, so thank you very much.

14 ARBITRATOR BIENVENU: Thank you.
15 Mr. LeVee, any redirect for Ms. Willett?

16 MR. LeVEE: I do have some.

17 Are you good to keep going?

18 (Discussion off the record.)

19 REDIRECT EXAMINATION

20 BY MR. LeVEE

21 Q. Ms. Willett.

22 A. Mr. LeVee.

23 Q. Would you turn to Exhibit C-61, but in
24 your binder it is Tab 30.

25 I am going to ask Ms. Ozurovich to

1 highlight the second paragraph.

2 You see where it says -- this is the
3 letter that you said you recognize sent by
4 Mr. Atallah and Mr. Hemphill in September 2016,
5 correct?

6 A. Correct.

7 Q. Okay. And do you see where it says in the
8 second paragraph, "You were notified via the
9 Customer Portal we placed the .WEB/.WEBS contention
10 set on hold. This was to reflect a pending
11 accountability mechanism initiated by another
12 member of the contention set." And then there's a
13 citation to the cooperative engagement.

14 Do you know what that was referring to,
15 the other member of the contention set?

16 A. Yes. I believe that was Donuts/Ruby
17 Glen's CEP from 2016.

18 Q. And does this letter anywhere say that
19 ICANN was putting the contention set on hold
20 because of the letters that Afilias had sent?

21 A. No, it does not.

22 Q. Okay. Now, would you --

23 Ms. Ozurovich, would you pull up Exhibit
24 C-51.

25 I am going to -- you don't have this,

1 Ms. Willett. It is not in your binder.

2 Do you see that this is a letter from
3 Afiliias to you dated October 7, 2016?

4 A. I do.

5 Q. And I am going to ask Ms. Ozurovich -- so
6 this is a letter from Afiliias to you, and it says,
7 "We appreciate the opportunity to provide comments
8 on behalf of Afiliias to the question posed by ICANN
9 in its September 16 letter." I am going to skip
10 because we're short on time.

11 Last sentence. "We are concerned" -- go
12 up one sentence. It says, "Mr. Atallah states that
13 while the .WEB contention set was placed on hold by
14 ICANN on August 19," that's the letter we looked
15 at, "such action was taken because of the
16 initiation of an ICANN accountability mechanism by
17 another applicant."

18 Do you see that?

19 A. These are long sentences. Yes.

20 Q. The last sentence says, "We are concerned
21 that this statement appears to imply that ICANN is
22 not placing the contention set on hold in order to
23 address the issues raised by Afiliias."

24 Do you see that?

25 A. I do.

1 Q. Did ICANN place the contention set on hold
2 because of the letter sent by Afilias?

3 A. We did not.

4 Q. So the concern expressed by Afilias was
5 accurate, that ICANN was not placing the contention
6 set on hold because of the letters that it had
7 sent?

8 A. Correct.

9 Q. Now, you said before that you expected
10 Afilias to file a reconsideration request.

11 Tell the Panel, what does it mean to file
12 a reconsideration request and what could they have
13 reconsidered back in 2016?

14 A. So a reconsideration request is one of
15 those accountability mechanisms defined in ICANN
16 bylaws, both prior to 2016 and the most current
17 ones, and a reconsideration request asks the Board
18 to examine any action or inaction taken by staff,
19 Board, et cetera.

20 Q. And who decides a reconsideration request?

21 A. The Board does, or one of the -- either
22 the Board governance committee or the Board itself
23 depending on practice.

24 Q. So could Afilias have initiated a
25 reconsideration request after the .WEB auction when

1 it started complaining that it thought NDC and
2 VeriSign had done something wrong?

3 A. Absolutely, yes. That's what we expected.

4 Q. And by doing that, would the Board have
5 acted on the reconsideration request? That's a bad
6 question.

7 Would it have been the Board that had
8 acted on the -- would have acted on the
9 reconsideration request that Afiliias would have
10 filed?

11 A. Yes, it would have been the Board.

12 Q. Okay. And so had that happened, the Board
13 would have taken up at that time whatever Afiliias'
14 reconsideration requests addressed?

15 A. Correct.

16 Q. Okay.

17 ARBITRATOR BIENVENU: Mr. LeVee, I am
18 sorry, this is the Chair here. If you'll permit,
19 can I ask the witness what decision would the
20 reconsideration request have targeted?

21 MR. LeVEE: That's a good question. That
22 was my next one.

23 THE WITNESS: So hypothetically --

24 ARBITRATOR BIENVENU: Then maybe you
25 should wait for the question from Mr. LeVee.

1 MR. LeVEE: No, no, no, Mr. Chairman, you
2 asked a question. I couldn't help myself. I'm
3 getting tired. I'm sorry.

4 ARBITRATOR BIENVENU: Please proceed.

5 THE WITNESS: So Afiliias made a number of
6 assertions in those two letters of August and
7 September 2016. I would have expected they would
8 have raised those same issues as part of the
9 reconsideration request and hypothetically would
10 have asked the Board to disqualify NDC or
11 invalidate the auction or any of the actions
12 Afiliias was asking in letters. It would have been
13 a formal request through that proper channel to the
14 Board to drive them to look at it.

15 Q. BY MR. LeVEE: Was a reconsideration
16 request available to be filed with respect to the
17 action of ICANN staff as opposed to the ICANN Board
18 at that time?

19 A. Yes, it was.

20 Q. So in 2016, Afiliias could have filed a
21 reconsideration request with respect to an action
22 of both the Board and the staff, whether it was
23 action or inaction; is that correct?

24 A. That's correct.

25 Q. I am going to jump ahead to 2018 just to

1 connect the points.

2 In June of 2018, when ICANN took the
3 contention set off hold, did you know that Afilias
4 had promised to file an accountability mechanism,
5 namely invoking the CEP?

6 A. I believe they sent a letter to that
7 effect.

8 Q. Yes. So when they did initiate a CEP,
9 that put the contention set back on hold before
10 ICANN could sign, if it was going to sign, a
11 Registry Agreement?

12 A. That's correct.

13 Q. Okay. You were asked a question this
14 morning about -- well, I have the copy of the daily
15 transcript. This is something that we receive.

16 And for the members of the Panel, I am
17 going to read from the transcript today at 8:00
18 a.m. -- 8:43, that would be Pacific time. There's
19 an answer I don't understand.

20 The question is: "But if VeriSign had
21 been involved with NDC's application, that would
22 suggest a resell, transfer or assignment of NDC's
23 rights and obligations in the application." And
24 then you were asked, "Do you disagree?"

25 And you said, "Not necessarily."

1 I did not understand what you meant by
2 "Not necessarily," because I was concerned that you
3 actually might not have heard the whole question.

4 A. Yeah. I think it was a long question, and
5 I might have misunderstood. So could you reread?

6 Q. Let me read the question.

7 A. Perfect.

8 Q. "But if VeriSign had been involved with
9 NDC's application, that would suggest a resell,
10 transfer or assignment of NDC's rights and
11 obligations in the application."

12 Let me ask you to comment on that without
13 asking you to either agree or disagree.

14 A. So, again, if VeriSign had been involved
15 with NDC's application, I don't know what that
16 meant. VeriSign -- VeriSign was acting as the back
17 end. They had been designated as the back-end
18 registry operator for several dozen applicants to
19 operate TLDs.

20 So that could have been an involvement,
21 and that wouldn't have indicated a resell of the
22 application. They could have been acting as a
23 consultant to the applicant.

24 Again, if I may, I have the experience of
25 having managed 1,930 applications and many

1 different scenarios between applicants and third
2 parties and consultants. So my answers are
3 informed not just based on these applicants for
4 .WEB, but I am informed by -- in regards to how
5 many applicants behaved and how ICANN interacted
6 with them and conducted the program as a result.

7 Q. Thank you.

8 ARBITRATOR KESSEDJIAN: Mr. Levee, can I
9 interject a follow-up question on this one?

10 MR. LeVEE: Please do.

11 ARBITRATOR KESSEDJIAN: Thank you.

12 Ms. Willett, would you say that because
13 you were asked "involved," if VeriSign had been
14 involved and then you explained to us that there
15 are many kinds of different involvements, are you
16 saying to us that basically each case is to be
17 looked at, evaluated?

18 I am not sure I know exactly the word
19 because I have not worked in this kind of position,
20 but would that be a case-by-case depending on what
21 are the facts, who is doing what and so on?

22 THE WITNESS: Thank you, Professor.
23 ICANN, through information provided by applicants,
24 both in their applications, subsequent conversation
25 and dialogue, we became aware of a variety of

1 plans, future plans for their operation, what they
2 wanted to do with the TLD. If it wasn't pertaining
3 to selling the application and taking it from, you
4 know, application -- Applying Entity A to Applying
5 Entity B, ICANN was simply -- we were trying to
6 administer the evaluations described in the
7 guidebook.

8 We couldn't and didn't undertake to
9 evaluate all of those other third-party
10 relationships, whether it was for marketing or
11 back-end registry operation or in some cases we
12 became aware of intention to assign a TLD to a
13 third party.

14 Applicants asked us to do that before
15 contracting with some frequency, and we reminded
16 them of the rule that that wasn't possible, that
17 they could request such an assignment after
18 contracting.

19 So to your question, Professor, I suppose
20 it would have required an evaluation of that, but
21 there were so many hundreds or thousands of those
22 potential relationships, we didn't deem it to fall
23 within the scope. It wasn't part of the evaluation
24 criteria that we applied within the guidebook.

25 ARBITRATOR KESSEDJIAN: You have been

1 repeating many times that you had so many
2 applications and, therefore, couldn't spend a lot
3 of time on each of them or whatever, you had a lot
4 of each of them, and it was a fairly difficult job.

5 Now, isn't there some kind of
6 contradiction with the fact that you have been in
7 contact very regularly -- and I could quote you the
8 number of emails and telephone conversations and
9 whatever with the representatives of NDC.

10 So, you know, if, indeed, you had so much
11 work with all those applications, how come this
12 particular application was concerning you
13 particularly?

14 In your witness statement at some stage
15 you say that there was an email to Mr. Rasco, and
16 then a few hours later he's calling you. So he had
17 apparently direct communication with you.

18 THE WITNESS: So I --

19 ARBITRATOR KESSEDJIAN: These are
20 questions in my mind. So if you could clarify
21 that, that would be helpful.

22 THE WITNESS: I would be happy to. You're
23 right, there were many applications, and I didn't
24 regularly email -- have email contact or phone
25 contact with the primary contacts, with the

1 applicants on a regular basis.

2 However, there were more than a handful of
3 several dozen applications that became highly
4 contentious, not just string contention, but I'm
5 thinking of the string for .AMAZON, the string for
6 .AFRICA, the string for .GAY. I could go on,
7 several dozen. Those issues, because we were
8 getting the string for dot -- it doesn't matter.

9 There were several of those situations
10 where there were many communications, there were
11 many accountability mechanisms triggered, and those
12 parties, it wasn't always satisfactory to them or
13 suitable simply to engage on somewhat sensitive and
14 very charged topics simply through emails from
15 low-level staff via that applicant portal.

16 It wasn't very friendly, if you will. So
17 on these handful of occasions, I would become
18 involved, my staff would bring it to my attention
19 or parties would contact me directly. So it was
20 those few dozen applications, contention sets that
21 I had direct conversation with applicants about.

22 ARBITRATOR KESSEDJIAN: And yet in the
23 case for which we are sitting here, that did not
24 trigger your curiosity about trying to find out
25 what was going on, really?

1 THE WITNESS: Well, it wasn't really a
2 matter of my curiosity. It was a matter of what
3 ICANN had a right to and trying to treat this
4 applicant and this contention set the same way we
5 had treated the other 1,900 applications before it.
6 So that's why we ask the same questions.

7 ARBITRATOR KESSEDJIAN: But you just said
8 it was not true for those two handful -- so there
9 was a differentiation?

10 THE WITNESS: So I was speaking of the
11 distinction in terms of the level of concern and
12 disagreement. The .AMAZON TLD had numerous
13 accountability mechanisms and perhaps even hundreds
14 of letters written about it.

15 So depending on sort of the nature,
16 certain issues get escalated to me. But that
17 didn't mean that we were treating the applications
18 and we were applying different standards to
19 different applicants, you know, based on whether I
20 knew them or -- no one got -- there was no
21 favoritism, whether I knew someone or didn't know
22 someone.

23 I believe when I first emailed Mr. Rasco
24 in June 2016, July 2016, I said, "Do you even
25 remember me?" Because I don't know that he and I

1 have ever met face to face, and I don't think I
2 recall talking to him prior -- except maybe on one
3 occasion prior to June 2016.

4 So it was more about --

5 ARBITRATOR KESSEDJIAN: I got the message.
6 I think we probably need to defer to Mr. LeVee. I
7 am sorry, Mr. LeVee, took more time than I thought.
8 Thank you.

9 MR. LeVEE: You are entitled to ask
10 whatever you want, you know that. Let me follow up
11 on those questions.

12 Q. When there was a top-level domain
13 application or there was kinds of disputes such as
14 .AMAZON, was .WEB one where there was a lot of
15 activity over the course of a few years?

16 A. Yes. A couple of accountability
17 mechanisms. Not as much as some, but it wasn't a
18 straightforward contention set.

19 Q. Was there a point on these -- I don't know
20 the right word, I don't want to put words in your
21 mouth, but a point where strings that had a lot of
22 attention where the law department would inevitably
23 become involved?

24 A. Absolutely.

25 Q. And would that affect the amount of

1 attention that you personally would give once the
2 law department became involved?

3 A. Yes.

4 Q. Let me ask you -- I just have two other
5 things.

6 You were asked about the ombudsman and
7 what kind of investigation an ombudsman can do.

8 I am going to ask to have the bylaws put
9 up. I think it is Exhibit C-1, and in particular,
10 let's start with Page 41. Actually go to the
11 previous page, Kelly.

12 Just to orient you, as you see, Article 5
13 is the ombudsman article, yes?

14 A. Yes.

15 Q. Okay. So, Kelly, if you would turn to
16 Page 42, I am going to ask you to look at Section
17 5.3, which is entitled "Operations." It says, "The
18 Ombudsman shall" -- and look at (d). We'll blow
19 that up.

20 It says, "The ombudsman shall have the
21 right to have access to (but not to publish if
22 otherwise confidential) all necessary information
23 and records from ICANN staff and constituent bodies
24 to enable an informed evaluation of the complaint
25 and to assist in dispute resolution where feasible

1 (subject only to such confidentiality obligations
2 as are imposed by the complainant or any generally
3 applicable confidentiality policies adopted by
4 ICANN)."

5 You see that?

6 A. I do.

7 Q. You understand that was part of the
8 bylaws?

9 A. Yes.

10 Q. Did you understand that the ombudsman
11 would ask ICANN's staff to assist him from time to
12 time in gathering information relating to his
13 investigations?

14 A. Yes. Based on his having done so with me
15 in regards to matters pertaining to the new gTLD
16 Program.

17 Q. Okay. Change of subject.

18 You were asked about some emails that you
19 could not recall, in particular, some media
20 reports.

21 Do you remember that?

22 A. Yes.

23 Q. Can you give some estimate of how many
24 emails you received in a given day and the priority
25 that you put on media reports?

1 A. So in 2016, I was probably down to
2 receiving 200 to 300 emails per day, and media
3 reports were definitely not my priority. I might
4 look at them when my calendar permitted, but I will
5 say I typically had in 2016 many hours of meetings
6 scheduled on my calendar.

7 I looked at those news feeds maybe once or
8 twice a week.

9 MR. LeVEE: Mr. Chairman, if I could have
10 one minute, and I'll just check with my colleagues.

11 ARBITRATOR BIENVENU: Yes, Mr. LeVee,
12 please do.

13 MR. LeVEE: I am just going to put this on
14 mute.

15 (Whereupon a recess was taken.)

16 MR. LeVEE: Ms. Willett, I would like to
17 thank you. You sat much longer than I told you you
18 would, and for that I apologize.

19 I very much appreciate that the Panel
20 stayed extra late this evening, in particular the
21 Panel in France, and I have no additional
22 questions. Thank you.

23 THE WITNESS: Thank you.

24 ARBITRATOR BIENVENU: Thank you very much,
25 Mr. LeVee.

1 Ms. Willett, I am sure that counsel for
2 the claimant join Mr. LeVee in thanking you for
3 your availability and for your evidence, and
4 certainly the members of the Panel appreciated the
5 time that you devoted to assisting us in our task,
6 and we are very grateful.

7 I must instruct you that the sequestration
8 of fact witness order requires me to instruct you
9 not to communicate with other witnesses whose
10 testimony has not yet been heard in the case. So
11 if you could avoid doing that, please.

12 So thanks again. It's been a long day for
13 all of us, but I am sure particularly for you, and
14 we are grateful for your availability.

15 THE WITNESS: I hope it's been helpful.
16 Thank you.

17 MR. De GRAMONT: Thank you again.

18 ARBITRATOR BIENVENU: So I don't think I
19 am going to ask if there are any other matters.
20 It's very late for at least one of us, but I do
21 thank everybody for remaining available until such
22 a late hour, particularly our court reporter.
23 Thank you very much.

24 So we resume tomorrow morning at 7:00 a.m.
25 Pacific, and until then, keep well. See you

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

tomorrow.

MR. De GRAMONT: Thank you, Mr. Chairman.

MR. LeVEE: Thank you very much.

MR. De GRAMONT: Thank you, everyone.

ARBITRATOR KESSEDJIAN: Good-bye.

(Whereupon the proceedings were
concluded at 2:22 p.m.)

---o0o---

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

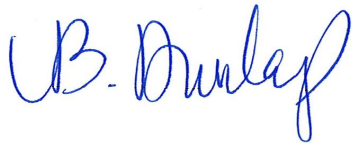
REPORTER'S CERTIFICATE

---o0o---

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

I, BALINDA DUNLAP, certify that I was the official court reporter and that I reported in shorthand writing the foregoing proceedings; that I thereafter caused my shorthand writing to be reduced to typewriting, and the pages included, constitute a full, true, and correct record of said proceedings:

IN WITNESS WHEREOF, I have subscribed this certificate at San Francisco, California, on this 17th day of August, 2020.



BALINDA DUNLAP, CSR NO. 10710, RPR, CRR, RMR

	accounts (1) 730:8	addition (4) 596:3,4;686:7; 713:10	12,24;696:18; 700:11,14;704:3,5,9; 706:2;710:17,21; 715:14,19;719:11; 720:23;721:3; 726:19;727:17; 730:5;733:22;734:6, 19;735:5;741:16; 742:14,18,24;743:2, 8;745:2,10,13,20; 746:1,13;747:10; 749:6;752:7,23; 767:20;768:3,6,8,23; 769:2,4,10,24;770:9; 771:5,12,20;772:3	609:19;646:9; 683:24;715:19; 747:6
\$	accurate (6) 618:22;631:18; 632:3;709:17; 728:13;769:5	additional (11) 611:2;616:17; 624:6;695:19;713:7; 714:5;734:3;737:12; 762:4;766:9;782:21	609:19;646:9; 683:24;715:19; 747:6	agreement (72) 603:17,20,24; 604:3;605:2,12; 610:5;658:20; 659:11,14,17; 661:16;662:17,20; 664:11;670:8,20; 688:1;692:20;693:2, 14,24;698:2;700:8; 706:22,25;707:1,4,6, 8,12,14;708:18,21; 715:6,13,24;716:4, 13;723:8;725:13,19; 736:4,15;737:1,5,16, 19,22;738:8,9,13; 745:16,17;747:24; 748:1,6,7,9,10; 749:7,22;750:5,9; 763:12,13,14,16; 764:13,24;766:3; 772:11
\$105 (1) 669:3	accurately (1) 708:6	address (3) 596:23;664:1; 768:23	Afilias' (14) 721:7;734:22; 735:16;741:11; 743:9;744:2,5,16,20; 745:6;746:10; 747:12;752:2; 770:13	agreements (5) 663:16;687:23; 708:12;709:8; 729:15
\$130 (1) 667:8	achieve (1) 631:4	addressed (3) 695:7;752:12; 770:14	Afilias's (1) 596:2	agrees (2) 660:14;760:8
\$185,000 (1) 669:13	achieved (1) 597:12	addressee (1) 752:20	AFRICA (1) 777:6	ahead (3) 597:1;738:18; 771:25
\$360 (1) 670:1	acknowledges (2) 660:14;744:9	addresses (1) 755:7	afternoon (1) 717:14	akin (1) 707:23
[acquire (2) 665:1,7	administer (1) 775:6	again (46) 601:17;604:6,12, 14,20;605:5,16; 608:14;611:14; 612:18;613:3; 620:17;621:8,15,17; 622:22;627:12; 631:19;632:1; 633:16;634:6,13,21; 638:11,22;639:24; 649:12;656:16,23; 657:15;662:16; 674:23;691:7; 692:19;702:7;704:5; 705:4;706:4;708:22; 710:19;725:9; 731:23;773:14,24; 783:12,17	Alerts (1) 668:12
[phonetic] (1) 761:15	acquired (4) 659:22;665:3; 756:3;757:17	administered (2) 690:23;696:25	against (2) 688:12;756:11	Alex (2) 680:13;691:23
A	Acquisition (5) 658:19;659:10,13, 17;756:7	administering (4) 617:25;728:8; 729:19;750:12	AGB (2) 756:12;758:1	ALI (15) 596:7,9,14; 599:23;600:5,11,19, 20;601:1;710:23; 711:25;712:1; 715:23;716:17; 717:9
able (11) 598:22,24;611:4; 635:14;687:22; 707:24;713:6;737:2, 7;738:13;754:4	act (5) 597:12;630:13; 665:23;681:1; 707:25	admit (1) 598:5	aggressive (1) 641:20	alleged (3) 621:1;632:18; 655:8
above (2) 686:1;738:3	acted (5) 700:6;748:2; 770:5,8,8	admitted (1) 597:11	ago (6) 608:5;619:6; 652:6;657:16,24; 658:12	allow (6) 609:9;610:11; 675:16;676:25; 677:1;708:11
absence (1) 749:20	acting (3) 746:14;773:16,22	adopted (1) 781:3	agree (7) 609:3;614:12; 641:16;682:7; 696:23;715:15; 773:13	allowed (2) 596:5;612:1
Absolutely (4) 647:25;687:12; 770:3;779:24	action (16) 612:22,24;619:25; 622:3;641:18; 688:12;708:1; 722:20;742:18; 743:17;761:22; 768:15;769:18; 771:17,21,23	advance (1) 693:8	agreed (7) 594:13;595:11;	allude (1) 712:4
accept (2) 597:3;715:7	actions (3) 761:10;762:1; 771:11	advanced (4) 641:15;643:17; 734:23;735:2		
accepting (2) 596:16;598:13	active (1) 677:8	advancement/postponement (2) 647:7,8		
access (1) 780:21	activities (1) 705:24	advise (5) 602:24;643:24; 645:12;650:25; 671:3		
accommodate (1) 715:18	activity (1) 779:15	advised (3) 659:16;673:16; 684:22		
according (2) 620:22;750:25	actual (1) 678:17	advising (3) 652:2;679:4; 740:24		
Accordingly (1) 596:2	actually (6) 677:13;680:23; 743:3,11;773:3; 780:10	advisory (1) 612:9		
account (2) 669:18;759:19	adapt (1) 757:24	advocate (1) 630:22		
accountability (46) 599:3;622:5; 641:18,21;642:4; 646:14;675:22; 676:22,25;677:2; 678:2,5,6,9,22; 679:5,18;697:14,16; 721:14,23;722:6,12; 725:15;727:10; 736:10,11;738:17; 741:7,24;743:15; 744:19;745:3,23; 749:19,21;750:19; 760:15;761:21; 767:11;768:16; 769:15;772:4; 777:11;778:13; 779:16	add (3) 594:8,25;715:23	affairs (1) 613:8		
	added (4) 594:19;595:10; 599:11;668:20	affect (1) 779:25		
	adding (1) 763:12	affirmation (1) 601:10		
		Afilias (63) 594:12;666:23; 687:7;688:15; 692:19;693:22; 694:6,25;695:5,11,		

<p>almost (1) 733:14 alone (1) 612:20 along (1) 697:2 although (2) 677:12;693:1 always (1) 777:12 AMAZON (3) 777:5;778:12; 779:14 American (1) 764:20 Amici (13) 609:8,14,15,16,18; 635:10,11,13,14; 637:1;712:7;763:1,2 amicus (2) 637:3;763:2 among (4) 605:12,18;695:13; 752:19 amongst (2) 612:7;707:2 amount (2) 715:21;779:25 Amy (2) 627:14;729:20 analysis (3) 691:13;719:20; 720:2 and/or (3) 664:20;665:13; 701:22 announced (1) 670:20 announcement (6) 670:8,16,23; 672:12;673:22; 674:10 anticipated (2) 721:14;756:16 antitrust (1) 722:15 Apart (2) 664:9;751:8 apologies (1) 664:2 apologize (5) 599:23;658:5; 689:9;762:7;782:18 APP (1) 607:1 apparently (2) 727:25;776:17 appeals (1) 677:17 appears (4) 619:7;687:24; 756:18;768:21 applicable (1)</p>	<p>781:3 applicant (39) 604:24;639:2,12; 647:6;655:6;669:14; 670:17;677:12; 678:3;685:18; 697:23;706:1; 707:24;708:24; 729:17;735:6; 736:13;743:20,20; 744:15;749:16,17, 24;750:11,13,17,24; 756:7,8,20;757:8; 759:8;760:8,14; 761:7;768:17; 773:23;777:15; 778:4 applicants (51) 605:2;606:3; 612:7;613:18; 622:25;623:1,3; 638:25;639:6;641:6; 646:6,8,13;656:8; 657:4,6;658:7; 665:17,22;676:20; 677:5,23;679:4; 682:20;708:12,16, 17;732:12,13;733:4, 18;735:4;742:12,22; 755:22;756:3; 758:11;759:6,16; 761:21;764:19; 765:7;773:18;774:1, 3,5,23;775:14;777:1, 21;778:19 applicant's (2) 705:22;708:23 application (83) 602:12;603:1,5,8; 610:22;611:3;612:5, 17;613:19,22,24; 615:9,15,25;616:8, 12,22,24;618:20,23, 25;619:21;621:20; 623:3;631:17;632:1; 641:3;644:19; 655:17;661:21; 665:20,22;666:1; 667:15;669:14; 670:18;672:16,19; 673:7;675:21; 677:16;678:11,12, 12;687:8;688:4,13; 693:10;694:3; 695:16;697:21; 708:14,25;722:7; 723:2;730:24; 744:12,17;748:24; 749:9;750:24;756:9, 12,20;757:1,5,8; 760:11,18,21;761:6, 12;765:10;772:21, 23;773:9,11,15,22;</p>	<p>775:3,4;776:12; 779:13 applications (24) 606:18;669:20,22; 676:24;677:7,8,11, 18,19;721:22;728:8; 733:6;755:22;759:7, 16;773:25;774:24; 776:2,11,23;777:3, 20;778:5,17 application's (1) 631:25 applied (3) 602:6;703:20; 775:24 applies (3) 595:12;610:8; 678:5 apply (2) 678:7;707:25 applying (12) 680:2,8;681:7; 682:13;756:3,13,24; 757:4,15;775:4,4; 778:18 appreciate (2) 768:7;782:19 appreciated (1) 783:4 approach (2) 682:12;716:23 appropriate (9) 597:16;609:8; 632:24;660:2; 688:12;701:17; 702:1;740:3;752:1 appropriately (1) 636:12 approval (8) 736:1,21,25; 737:14,15,20;738:3, 14 approvals (6) 736:18;737:10,12; 738:2,4;750:2 approved (2) 707:19;745:19 approximately (2) 618:7;667:8 April (2) 754:9,12 arbitrable (2) 598:23,23 arbitrage (1) 759:13 arbitration (3) 597:5,6;599:7 ARBITRATOR (138) 594:3;596:8,12; 599:21;600:10,11, 19,25;601:2,9;609:9; 610:3;611:25; 635:16,24;636:25;</p>	<p>637:12;647:18,25; 649:21,24;650:9; 651:5;652:1,14,25; 653:4,11,15,18,22; 654:2,9;659:2; 661:25;663:24; 664:3;671:7,12; 692:22;701:24; 703:10;704:13; 708:10;710:4,14; 712:1,15,21;713:2, 10,12,15,16,18,20, 22;714:2,3,4,17,20; 715:3;716:19,21; 717:4,8,10,20; 718:21;719:1; 728:16,19,21;729:1; 746:21;747:3,16; 748:5,12,21;749:4, 13;750:3;751:1,4,6, 7,10,11,15,22;752:5, 11,18;753:4,7,12,14, 16,20,25;755:13,18; 756:5,15;757:11; 758:2,7,16,23; 759:18;760:2,5,23; 761:1;762:2,5,6; 764:10,21;765:2; 766:11,14;770:17, 24;771:4;774:8,11; 775:25;776:19; 777:22;778:7;779:5; 782:11,24;783:18; 784:5 argued (1) 599:24 argument (4) 599:17;637:25; 682:18;765:19 argumentative (3) 611:12;708:9; 743:6 arguments (2) 673:19;706:10 Arnold (1) 688:24 around (2) 724:18;731:6 arrangement (3) 687:24;688:2; 693:8 arrangements (3) 709:5;722:16; 757:3 arrived (1) 602:15 arrow (1) 732:11 article (3) 668:22;780:12,13 articles (5) 602:3,6,11,25; 603:4</p>	<p>aside (1) 664:4 aspects (1) 708:14 aspirations (1) 707:18 asserted (2) 621:2;720:10 assertion (1) 614:22 assertions (1) 771:6 assessment (2) 693:17;747:25 assets (1) 757:18 assign (2) 723:7;775:12 assigning (1) 665:18 assignment (9) 616:23;667:9; 707:19;708:20; 724:6;766:5;772:22; 773:10;775:17 assist (4) 698:8;724:6; 780:25;781:11 assistance (1) 604:4 assistant (2) 628:4;724:24 assisted (1) 698:18 assisting (1) 783:5 associated (1) 725:16 assume (4) 625:16;662:9; 672:4;682:18 assuming (1) 601:24 assumption (1) 662:5 Atallah (21) 672:5,23;673:7, 15;687:8,15,17; 691:17;692:3,8; 699:18;709:21; 724:17;731:1,17; 743:25;744:9;745:5, 14;767:4;768:12 Atallah's (1) 683:22 attached (3) 689:25;736:1,25 attention (7) 595:3;613:17; 654:14;692:23; 777:18;779:22; 780:1 attorneys (1)</p>
---	---	--	---	---

740:1 attributed (1) 706:10 auction (112) 605:2,11;606:3,4, 6;610:25;611:1,5,6; 614:3,5;620:18; 621:7;628:16; 633:10,23,24;634:4, 18;638:6;640:2,15; 641:5,14,25;642:12, 15;643:17,25; 644:20;645:13,21; 646:3,4,16,19;647:1, 2,5,8,10,13,15;648:4, 13,23;649:5,10; 655:18;656:2,7,9,11, 15,15;657:14,14,21, 21;658:4,8,16,17; 659:19,19;660:16, 18,21,24;661:19,20; 662:12,12;663:4,5; 664:12,13,21;666:8, 11,19;668:6,7,18,21; 669:16;685:3;686:3; 687:9;693:8;695:15; 701:4;707:16,22,24; 708:3;725:16;736:8; 744:12;747:22; 748:2;754:15,18,21, 24;755:23;763:16; 764:9,11;766:4; 769:25;771:11 auction' (1) 674:15 auction! (1) 672:14 auctions (10) 614:9;617:25; 645:24;646:1; 668:24;669:3,10,13; 685:1;686:4 AUGUST (34) 594:1;608:6; 670:7,12,23;671:2,9, 9,11;674:24;675:2,5; 683:17;684:9,11,16, 25;685:25;686:20; 687:4,6;688:21; 691:18,21;692:15; 699:9;705:19; 706:23;713:7;717:5; 735:8;742:14; 768:14;771:6 Australia (1) 733:23 authored (1) 594:20 authority (2) 598:6;659:18 availability (5) 711:1,22;714:5; 783:3,14	available (18) 634:25;652:8; 679:14,16,23;701:3; 711:3,5,24;713:8,9, 16,20,23,25;714:1; 771:16;783:21 avenue (1) 617:5 avers (1) 594:24 avoid (3) 642:3;658:8; 783:11 avoidance (1) 660:12 awaiting (1) 656:25 award (1) 599:5 aware (56) 621:19,21,23; 623:14;637:1; 670:19;673:18,23; 679:2,6;683:16,18; 687:3;688:20,21; 689:17,23;690:2,4; 691:17,20;703:18; 706:21,24;720:9,10, 15;721:6;722:11,18; 724:11,16;726:19; 727:11,21;734:18, 21,22;739:21;744:4; 748:12,18;749:2; 752:18,20,22,25; 753:2;758:8,12; 759:3,4,6;766:3; 774:25;775:12 away (1) 749:16 B back (37) 594:6,21;600:16; 601:4;604:6;606:12, 20;607:17;615:1; 617:2;620:9;628:23; 633:20;638:3; 639:20;646:24; 652:19;653:18; 654:13,14;659:5; 672:10;675:11; 679:15;699:25; 714:13;717:3,15,22; 733:7;736:12;741:5, 25;742:2;769:13; 772:9;773:16 back-end (2) 773:17;775:11 background (1) 730:18 backing (3) 668:3,9;673:21	bad (1) 770:5 Baker (3) 594:21;595:1,8 balancing (2) 597:12;599:6 Balinda (1) 600:23 Bare (5) 626:1;729:21; 732:4,7;736:21 based (32) 598:7;600:7; 606:20;608:2,10,15, 20,25;614:13; 620:18;621:4;634:9, 11;641:6,18;642:1; 657:5;661:16;686:4; 705:12;706:16,24; 707:16;709:20; 719:25;722:1; 743:17;752:16; 758:7;774:3;778:19; 781:14 basically (2) 763:20;774:16 basing (1) 623:13 basis (17) 614:16;634:13; 644:18;646:13; 655:15;676:15; 677:4;678:9,23; 701:18;704:12; 717:25;721:25; 722:5;728:2;757:10; 777:1 Bear (1) 753:4 bears (1) 636:11 became (15) 677:20,24;691:5; 706:21,23;722:11, 18;744:4;752:25; 758:12;759:6; 774:25;775:12; 777:3;780:2 become (3) 687:3;777:17; 779:23 becomes (1) 760:7 becoming (1) 708:8 begin (4) 594:10;662:19; 685:22;747:6 beginning (4) 627:22;711:14; 724:4;760:6 behalf (6) 665:24;676:14;	708:1;745:16;748:3; 768:8 behaved (1) 774:5 behind (15) 604:8;613:3,12; 627:10;640:20; 647:17;667:15,18; 671:17;674:3,25; 692:5;723:12; 737:23;765:23 belief (2) 613:20;705:10 bell (1) 696:13 bells (1) 660:11 below (3) 675:21;681:3; 730:13 benefit (1) 683:1 besides (2) 625:21;699:3 best (1) 762:17 Beyond (20) 602:21;606:16; 609:18;611:1,3; 612:23;623:14; 634:1,4,18;638:6; 649:10;650:22; 661:6,20;662:15; 750:15;757:20,25; 764:25 Bezsonoff (3) 607:3,14;704:25 bid (19) 666:15,17,18,20, 24;667:1;668:3,9; 669:8;673:21; 674:16,20,25,25; 675:5;685:2;694:2; 725:16;748:23 bidder (5) 666:14,20,21; 707:25;748:2 bidding (1) 708:2 bids (4) 669:3,9;674:4; 708:1 BIENVENU (110) 594:3;596:12,14; 600:11,19,25;601:2, 7,9;609:9;610:3; 611:25;635:16,24; 636:25;637:12; 647:18,25;649:21, 24;650:9;651:5; 652:1,14,25;653:4, 11,15,18,22;654:2,9; 659:2;661:25;	663:24;664:3; 692:22;701:24; 703:7,10;704:13; 708:10;710:4,14; 712:1,15,21;713:2, 12,20;714:4,17,20; 715:3;716:21; 717:10,20;718:21; 719:1;728:17,19; 729:1;746:21;747:3, 16;748:5,12,21; 749:4,13;750:3; 751:1,4,7,11,15,22; 752:5,11,18;753:4,7, 12,14,16,20,25; 754:6;755:13,18; 756:5,15;757:11; 758:2,7,16,23; 759:18;760:2,5,23; 761:1;762:2;766:14; 770:17,24;771:4; 782:11,24;783:18 big (1) 618:5 binder (23) 604:8;613:12; 617:15;622:22; 627:10;630:8,9; 640:20;644:3;648:4; 651:19;654:15; 660:6;667:19; 683:21;724:20; 735:21;743:24; 751:9;753:18; 759:25;766:24; 768:1 bit (2) 707:10;715:4 blackout (1) 605:23 blind-copied (1) 622:15 blow (3) 644:9;645:1; 780:18 blown (1) 645:3 Board (50) 595:19;596:16; 604:23;606:19; 611:2;612:8,9,10; 613:20;614:2;623:6; 630:20,25;638:10; 655:9;693:25; 720:11,16,19; 727:22;738:24; 739:3,14,18,22; 740:1,5,5,12,19,22, 24;741:1;750:21,22; 755:1,10;769:17,19, 21,22,22;770:4,7,11, 12;771:10,14,17,22 Board's (3)
---	--	---	--	--

727:18;728:3; 739:5 bodies (3) 631:1;681:22; 780:23 body (1) 630:21 Both (15) 594:12;663:25; 682:8;692:14;693:7; 701:14,22;702:5; 713:21;715:14,20; 762:7;769:16; 771:22;774:24 bottom (12) 617:18,18;624:16; 644:7;654:17; 668:14;671:21; 688:9;737:24; 744:14;754:6; 760:12 bought (2) 667:22;756:8 bracketed (2) 648:7;680:18 break (21) 647:21,24;649:17; 650:2;652:13,13,22, 23,24;653:1,3,6,9, 12;672:24;703:3,6, 14;710:3;714:21; 746:19 breaking (1) 703:13 breaks (2) 652:17;712:16 brief (3) 595:14;597:18; 743:6 briefing (1) 599:16 briefly (3) 609:10;649:18; 730:15 bring (8) 594:5;598:22,24; 600:15;717:1,2,15; 777:18 brought (3) 601:4;675:17; 696:12 bunch (1) 721:5 bundle (1) 695:3 burden (1) 760:7 burning (1) 724:10 Burr (5) 595:5;598:11,19, 25;599:1 business (3)	618:24;690:10; 691:14 busted (1) 716:4 buy (1) 756:12 buying (1) 755:21 buyout (1) 756:19 bylaws (27) 602:3,7,11,25; 603:4,8;630:1,5,6; 677:22;680:1,7,16, 19,21;681:6,11,12, 17,20;682:2,10; 697:13;760:16; 769:16;780:8;781:8 C C-1 (3) 630:7;680:17; 780:9 C-100 (2) 671:18;684:18 C-102 (1) 689:12 C-103 (1) 692:6 C-115 (1) 723:13 C-125 (1) 594:23 C-166 (2) 728:15;729:3 C-167 (1) 731:22 C-169 (1) 735:21 C-170 (1) 737:24 C-182 (1) 724:21 C-184 (2) 595:19;596:5 C-185 (2) 595:13;596:3 C-186 (2) 594:20;596:4 C-35 (4) 604:8;633:21,25; 638:3 C-4 (2) 647:17;648:4 C-49 (1) 687:13 C-50 (1) 695:4 C-51 (1) 767:24 C-61 (3) 683:23;743:24;	766:23 C-62 (1) 733:21 C-69 (1) 660:6 C-98 (1) 667:19 C-99 (1) 668:12 calendar (2) 782:4,6 CALIFORNIA (2) 594:1,1 call (12) 624:3,18;625:21; 626:5;632:3;639:17; 653:20,22;654:19; 655:11;724:17; 735:10 Calle (2) 607:10,25 called (6) 625:12,16;688:23; 689:9;733:9;735:16 calling (2) 674:9;776:16 calls (2) 609:4;682:22 came (4) 595:2;608:25; 663:18;759:10 can (68) 597:12;599:1,13, 15;601:3;606:4; 607:17;609:2; 610:14;611:5;612:2; 619:13;624:16; 627:15;630:4; 632:13;633:4; 638:17;644:2,21,21, 25;645:5;647:24; 648:10;653:9;659:2; 660:10;662:4,18; 663:13;680:5;684:8, 10;685:25;690:2; 698:22;699:25; 702:12;703:6; 705:20;713:8;714:6, 21;716:3;717:18,20; 718:21;721:19; 724:20;739:4; 741:25;742:8,10; 743:23;751:1; 752:11;754:1; 755:14;756:18; 757:11;758:16; 760:11;764:7; 770:19;774:8;780:7; 781:23 Candidly (1) 711:4 capacities (1) 762:17	capacity (5) 762:15,20,22; 763:18;765:23 capitalized (1) 760:8 careful (1) 599:6 Carter (1) 729:7 case (17) 597:6;610:23; 633:4;655:19; 662:13;717:12,14; 731:7;733:25;734:1, 9,10;749:17;757:2; 774:16;777:23; 783:10 case-by-case (6) 678:9,23;721:25; 722:4;757:10; 774:20 cases (2) 754:22;775:11 catch (1) 651:9 caused (1) 727:25 caution (1) 629:8 cautious (1) 631:24 CCWG (1) 598:13 CCWG-Accountability (2) 595:20;596:17 ceased (1) 757:16 ceases (1) 697:22 Center (1) 733:21 CEP (22) 675:15,23;678:16; 683:17,18;684:9; 686:20;687:1;695:1; 696:11,18,25;698:9; 726:11;741:7,9,16; 745:10,20;767:17; 772:5,8 CEPs (1) 686:23 certain (11) 629:23;656:23; 675:22;677:5;678:5; 683:13;731:20; 740:14;759:15,16; 778:16 certainly (3) 599:10;641:11; 783:4 cetera (1) 769:19 chain (1)	737:10 Chair (3) 601:7;637:10; 770:18 Chairman (44) 596:7;598:10; 599:21;600:8,18; 601:8,13;609:16; 611:11;635:6,9,25; 647:22;649:17,18; 650:11;652:3,20; 653:8,17;654:12; 659:8;662:7;664:8; 701:16;703:2,15; 708:8;710:3,15; 711:25;714:14,23; 715:1;717:21; 718:19;728:24; 746:19,24;751:14; 758:19;771:1;782:9; 784:2 Chairman's (1) 635:15 challenge (1) 760:9 challenging (1) 760:16 chance (2) 699:14;712:5 change (39) 606:22;608:12,17; 610:15;611:22; 612:16;613:5,24; 614:2,7,20;615:7,22; 616:6,11;621:6,11; 623:7;632:18;640:3, 16;641:3;644:19; 655:8;664:19,20; 665:11,12,16,17; 703:25;704:8;705:1, 6,11,20,25;733:2; 781:17 changed (7) 613:22;614:19; 703:20;718:6; 742:16;756:13; 757:7 changes (19) 613:20;614:24; 618:19,23,24; 619:13,19,21;621:1, 3;622:16;623:2,6; 644:16;705:21; 718:8;739:18; 744:17;757:21 changing (3) 717:24,25;718:5 channel (3) 638:25;761:22; 771:13 charged (1) 777:14 chart (1)
--	--	---	---	--

730:17 charter (3) 629:25;630:3,12 chat (1) 652:18 check (10) 606:21,24;611:6; 612:6,11,13;635:2; 661:7;720:4;782:10 CHERNICK (12) 596:8;599:21; 600:10;713:16; 714:2;716:10,19; 717:4,8;751:6,10; 762:5 choice (1) 640:9 choose (1) 703:12 choosing (2) 758:14;761:24 chose (1) 650:17 Chris (4) 622:10,23;655:7; 732:10 Christina (1) 626:3 Christine (3) 671:23;685:1; 732:9 Christopher (2) 626:1;729:21 Chuck (4) 630:10;644:6,25; 754:4 CID (1) 725:14 CIR (5) 685:5,8;686:6; 733:10;736:14 Circuit (2) 597:18,21 circular (1) 707:10 circumstances (5) 675:20;683:11; 722:1,2;754:23 CIS (1) 733:8 citation (1) 767:13 cite (2) 613:10;656:2 citing (1) 614:20 claim (1) 598:21 claimant (8) 594:8,24;595:4,6, 8;598:20;712:6; 783:2 claimants (1)	675:14 claiming (1) 694:25 claims (2) 617:12;620:4 clarification (1) 595:2 clarify (6) 659:3;705:9; 747:9;756:18;764:8; 776:20 clarifying (1) 631:1 clear (10) 620:2;621:8; 655:11;656:8; 677:21;693:3; 695:23;711:6,8; 758:19 clearly (1) 718:3 client (2) 636:7,17 client's (1) 636:11 close (7) 595:3;647:12; 660:24;670:20; 672:3;686:9;703:21 closed (3) 734:1,14;736:11 close-knit (1) 674:3 closing (1) 642:7 clue (1) 764:20 CO (23) 613:21;618:20; 619:14;623:4,6; 628:13;631:16; 640:3;644:17;655:9; 686:5;695:13;698:2; 706:22;724:6; 725:13;732:22; 736:12;737:1,5,18; 744:12;752:7 coffers (1) 668:20 cofounder (1) 613:7 coincidental (1) 752:3 colleague (1) 594:5 colleagues (7) 653:10;712:5; 713:3;746:20;747:7; 762:3;782:10 collect (1) 695:2 collision (1) 755:5	comfortable (2) 650:17,22 coming (2) 674:10;684:23 commenced (1) 722:15 commend (1) 716:22 comment (6) 599:22;600:1; 651:6;718:22;752:8; 773:12 commenting (1) 698:14 comments (5) 600:12;744:11,20; 745:6;768:7 Commission (2) 667:6;693:6 commitment (3) 667:8;716:1,12 Commitments (2) 680:24;681:2 committed (2) 656:10;707:21 committee (1) 769:22 committing (2) 697:24;745:5 common (4) 612:7;629:21; 738:21;739:17 commonly (1) 742:23 communicate (1) 783:9 communicated (1) 628:18 communicating (3) 632:19;638:25; 639:6 communication (12) 612:14;615:19; 628:13,24;642:25; 656:24;663:17; 719:25;725:24; 740:12,24;776:17 communications (18) 627:21;629:9; 642:18;657:6;664:9; 690:12,14;698:10; 718:16;726:2;731:6; 734:16;735:4;739:2, 11,25;740:21;777:10 community (5) 630:19;674:3; 677:14,23;758:13 community's (1) 676:21 companies (1) 693:7 company (12) 611:22;641:19;	660:13,14,16,17,20, 21;667:7;704:1,9; 705:6 comparable (1) 709:5 competitor (2) 632:16,20 complain (3) 677:18;742:20; 749:19 complainant (1) 781:2 complaining (1) 770:1 complaint (26) 622:18,25;623:2, 18;628:14;639:3; 641:16;642:7;655:6, 15;656:5,13,19,22; 657:12,19;658:2,15; 694:7;696:3,7; 741:11;744:2,5,7; 780:24 complaints (4) 630:19,24;678:1; 701:4 complete (4) 614:6;633:5; 659:17;685:4 completed (2) 721:15;736:13 completely (2) 642:13;765:25 compliance (1) 749:8 complies (1) 681:1 component (1) 678:20 composition (2) 623:6;655:8 concern (19) 608:11,16,22,24; 609:3;610:15; 611:21;614:15; 615:6,22;616:5,10, 11,13;670:17; 711:12;758:4;769:4; 778:11 concerned (8) 597:19;602:17; 610:22;763:4,13; 768:11,20;773:2 concerning (3) 655:5;673:2; 776:12 concerns (16) 610:19;612:15; 613:5;617:9;620:18; 720:22;721:3;743:2, 10,12;746:1,2,10; 747:13;748:23; 759:23	concluded (5) 655:15;656:21; 722:24;725:14; 784:7 conclusion (3) 661:11,23;693:21 conclusions (1) 759:15 conduct (4) 645:24;646:1; 694:1;705:23 conducted (1) 774:6 conducting (1) 732:13 confer (1) 653:10 conference (1) 725:7 confidential (10) 603:21,25;690:10, 19,21;691:11; 706:12,14;707:2; 780:22 confidentiality (3) 691:1;781:1,3 confidentially (1) 690:15 confirm (4) 600:21;618:19; 619:13;674:9 confirm/provide (1) 732:14 confirmation (2) 631:17;650:5 confirmed (2) 685:1;686:2 confirming (2) 619:24;733:15 conflict (1) 631:2 congratulations (2) 672:13;674:14 connect (1) 772:1 connection (2) 596:21;675:18 conscious (1) 712:4 consensus (1) 644:13 consent (1) 667:10 consider (10) 696:10;720:19; 741:10,22;744:22; 745:7,25;746:1; 747:12;762:21 considerable (1) 595:4 consideration (4) 728:3;744:21; 745:7;750:23
--	---	--	--	---

<p>considered (3) 694:1;727:8;746:3</p> <p>considering (2) 709:2;745:12</p> <p>consistent (3) 681:23;707:23; 757:6</p> <p>consistently (4) 602:6;680:3,9; 681:8</p> <p>consists (2) 595:14,19</p> <p>constituent (4) 630:21;631:1; 681:21;780:23</p> <p>constitutes (1) 705:25</p> <p>constructive (1) 712:18</p> <p>consult (2) 610:7;746:19</p> <p>consultant (1) 773:23</p> <p>consultants (1) 774:2</p> <p>consulted (1) 713:13</p> <p>consulting (1) 604:3</p> <p>contact (10) 631:25;686:8; 693:25;732:15; 734:2;744:16;776:7, 24,25;777:19</p> <p>contacted (5) 622:8;623:25; 632:16;673:15; 723:6</p> <p>contacting (6) 628:19;672:1,23; 673:6;725:12; 733:25</p> <p>contacts (2) 618:25;776:25</p> <p>contain (1) 730:20</p> <p>contained (2) 681:11;759:24</p> <p>Cont'd (1) 601:14</p> <p>contemplated (1) 757:25</p> <p>contemplates (1) 715:25</p> <p>contention (95) 604:17;605:12,13, 17,17,24;617:25; 632:21;643:24; 644:13;645:12; 646:7,17;647:2,4,12; 648:15,23,25;656:6, 14;657:5,13;658:16; 675:20;676:23,24;</p>	<p>678:12,21;679:6,19; 683:10;685:19; 686:21;695:15; 697:16,21,24;721:9, 12,22;723:3;727:6, 25;728:4,5,9,12; 730:5,21,24;731:2, 16;732:10,17,18; 734:7,13,14,20,23; 735:6,17;736:7,8,9, 11;738:11;739:15, 18,23;742:17,17; 744:16,18;752:13; 754:13;755:20; 758:14;759:9; 761:16;767:9,12,15, 19;768:13,22;769:1, 5;772:3,9;777:4,20; 778:4;779:18</p> <p>contentious (1) 777:4</p> <p>contents (1) 602:20</p> <p>context (9) 595:9;597:4; 598:3;599:7;604:14; 607:2;632:17; 635:22;730:16</p> <p>continuation (2) 600:16;684:21</p> <p>continue (11) 601:10;631:23; 639:5;653:16; 654:10;666:11; 717:16;730:9; 744:20;745:5; 757:24</p> <p>continued (2) 698:10;756:25</p> <p>continuing (1) 621:6</p> <p>contract (12) 684:13;698:3; 705:21;733:12; 738:18;739:16,24; 740:6,25;741:17; 745:11;747:21</p> <p>contracted (2) 729:11,16</p> <p>Contracting (16) 685:9,16,20,22; 686:5,6,13;733:5,10; 735:25;736:24; 738:25;750:2; 761:17;775:15,18</p> <p>contractual (2) 667:9;705:23</p> <p>contradiction (1) 776:6</p> <p>contrary (1) 756:11</p> <p>contribution (1) 637:4</p>	<p>control (29) 608:12,17;610:16; 611:9;612:16;613:6, 21;614:3,18;615:8, 23;616:6,11,18; 640:3,16;644:16; 664:20;665:1,4,7,13; 703:19;704:1,8; 705:1,6,12,20</p> <p>control' (1) 705:25</p> <p>convenience (1) 624:18</p> <p>convenient (2) 647:19;648:1</p> <p>conversation (37) 602:8;625:19; 626:8,23;627:5; 632:24;633:4,9; 634:8,9,10,23;636:7, 8;643:5,11;649:13; 655:21,25;656:17; 657:5,10,16,23; 658:11;663:25; 692:10,13;712:12, 18;725:12;726:8; 738:23;752:16; 759:20;774:24; 777:21</p> <p>conversations (10) 602:18,20;614:13; 623:20;625:3;629:7; 638:23;664:5; 722:21;776:8</p> <p>convey (1) 594:7</p> <p>conveyed (2) 632:10;639:1</p> <p>convince (4) 656:6,13;657:13; 658:15</p> <p>Cooperative (5) 675:15;684:2; 716:22;738:10; 767:13</p> <p>cooperatively (1) 605:4</p> <p>coordinate (1) 639:17</p> <p>co-panelists (1) 713:14</p> <p>copied (6) 627:13;729:20; 731:4;739:3;740:1, 20</p> <p>copies (2) 732:5;753:3</p> <p>copy (6) 640:25;687:22; 706:19;751:8,20; 772:14</p> <p>Core (2) 680:24;681:2</p>	<p>CORP (6) 754:20;755:3,9, 12;761:23,24</p> <p>C-O-R-P (1) 755:9</p> <p>corporate (2) 613:8;757:21</p> <p>corporation (2) 757:17,17</p> <p>correctly (11) 603:19;616:1; 620:6;631:12; 633:15;666:12; 685:13;721:1;734:8; 737:4,8</p> <p>corresponded (2) 604:21;731:23</p> <p>correspondence (5) 690:16,18,24; 691:11;743:21</p> <p>correspondences (1) 691:2</p> <p>corresponding (1) 702:6</p> <p>CO's (1) 668:3</p> <p>cough (2) 668:15,15</p> <p>counsel (90) 594:11;597:8,20; 602:9,19,21;609:16; 610:6;623:23;625:3; 627:17;629:5,9,12; 635:10,11,13,14; 640:7;652:4,11,16; 659:23;660:3;664:5, 9;673:25;687:7; 688:22,23;689:17, 20,24,24;691:16; 695:21;696:25; 697:2;698:14,23,24, 25;699:3;701:12,13, 15,15,20;702:3,5,5,8, 8,15;706:5,7,25; 709:20;712:6,6,17; 714:10;715:13; 717:24;718:5,9,11; 719:23,24,25;720:7, 8,14;721:19;722:22; 724:25;727:4; 734:22;735:10,11, 14,15,17;738:23; 739:11;746:19; 747:10;749:5; 752:17;783:1</p> <p>counsel's (1) 747:19</p> <p>countersign (4) 737:3,7,13;738:3</p> <p>countersigning (1) 737:21</p> <p>couple (5) 596:15;604:25;</p>	<p>687:10;717:23; 779:16</p> <p>course (16) 597:7;600:25; 601:2;622:3;623:21; 637:7;641:19; 649:21;697:7;700:5; 706:9;714:18;753:6, 24;762:23;779:15</p> <p>Court (6) 597:24;598:22,24; 726:21;760:9; 783:22</p> <p>Courts (1) 595:15</p> <p>cover (1) 594:21</p> <p>covers (1) 604:3</p> <p>crack (1) 714:12</p> <p>create (1) 700:25</p> <p>created (4) 698:17;700:15,24; 701:8</p> <p>creates (1) 711:10</p> <p>creative (1) 757:3</p> <p>criteria (3) 678:24;750:16; 775:24</p> <p>critical (1) 599:17</p> <p>cross (2) 651:2;703:13</p> <p>crosses (1) 716:3</p> <p>cross-examination (11) 594:18;600:17; 601:11,14;637:8; 647:20;651:24; 653:16;654:10; 711:13;717:17</p> <p>cross-examined (1) 710:16</p> <p>cross-examining (2) 595:5;610:6</p> <p>crucial (1) 595:1</p> <p>curiae (1) 637:3</p> <p>curiosity (3) 673:4;777:24; 778:2</p> <p>curious (4) 672:22,25;673:5; 717:25</p> <p>current (6) 630:5;730:17,24; 731:19;738:12; 769:16</p>
---	---	--	---	--

<p>customer (2) 613:9;767:9</p> <p>cut (5) 636:14;715:15; 748:5;762:11,13</p> <p>cut-off (4) 594:16;595:11; 597:4;606:9</p> <p>Cyrus (2) 729:21,22</p>	<p>782:2;783:12</p> <p>days (7) 606:5;620:12; 621:17;624:1; 647:10;648:13; 677:10</p> <p>De (104) 594:10;601:12,13, 15;602:14,22;609:6, 13;610:3,13;611:14, 20;612:14;629:13; 630:9;635:9;636:5, 8;637:14;638:20; 640:12;647:19,22; 648:2;649:16,20; 652:21;653:2,5,8,13, 15,17;654:5,11,12; 659:2,7,24;660:4; 661:14;662:1,7; 663:11,18,21;664:3, 7;671:7,10,16; 680:15;682:23; 689:6;690:4;691:25; 692:24;699:2;700:1, 3;701:19;702:4,17; 703:5,12,15;704:13, 15,19;709:3;710:2,4, 16;714:15,23; 717:16,18,21;718:4, 12,16,21,23;719:2; 720:9;728:16,23; 729:2;731:8,14; 739:12;740:11; 742:1,24;743:7; 746:18,21,24;747:3; 751:13;754:4; 783:17;784:2,4</p> <p>deadline (2) 605:23;751:24</p> <p>deal (1) 642:3</p> <p>Dear (4) 622:24;695:10; 725:10;733:24</p> <p>December (2) 724:21;725:4</p> <p>decide (2) 598:21;754:23</p> <p>decided (4) 623:17,18;651:7; 722:2</p> <p>decides (1) 769:20</p> <p>decision (33) 594:7;606:16; 610:24;632:21,23; 633:9,10,23,25; 634:3,17;637:2,21, 23;638:5;650:24; 661:6,18;662:15; 694:1;720:22;721:3, 6;722:7;755:11; 760:10,17,20;761:8,</p>	<p>12,18,25;770:19</p> <p>decisions (4) 680:2,8;681:7; 697:16</p> <p>declared (1) 666:14</p> <p>decline (1) 754:20</p> <p>declined (2) 696:10;735:1</p> <p>deem (1) 775:22</p> <p>deemed (1) 761:18</p> <p>defend (1) 710:25</p> <p>defer (2) 697:15;779:6</p> <p>defined (1) 769:15</p> <p>definitely (1) 782:3</p> <p>delay (6) 605:1,10;606:4, 14;642:12;655:17</p> <p>delegate (4) 698:4;721:10; 738:18;761:24</p> <p>delegating (2) 685:12;755:12</p> <p>delegation (4) 672:20;732:22,25; 761:17</p> <p>demonstrated (1) 641:20</p> <p>denial (1) 727:18</p> <p>denied (6) 596:4,19;727:11, 22;728:11;730:5</p> <p>denying (1) 598:12</p> <p>department (9) 626:21;686:24; 692:12;722:15; 729:8;731:13; 741:14;779:22; 780:2</p> <p>departure (1) 748:24</p> <p>depending (6) 675:19;683:10; 721:25;769:23; 774:20;778:15</p> <p>deposition (1) 765:4</p> <p>deputy (3) 627:17;629:5,12</p> <p>describe (3) 682:11;683:9; 703:18</p> <p>described (12) 594:21;634:24;</p>	<p>675:21;677:13,21, 22;678:3;681:3; 709:6;727:7;750:13; 775:6</p> <p>describes (1) 761:4</p> <p>designate (1) 707:25</p> <p>designated (1) 773:17</p> <p>designed (1) 681:24</p> <p>desirable (1) 691:6</p> <p>details (1) 633:3</p> <p>determination (6) 641:9;642:6; 678:25;707:5; 750:20;761:14</p> <p>determine (4) 608:7;678:23; 707:11;750:17</p> <p>determined (4) 640:1,9,14;749:24</p> <p>development (2) 682:13,15</p> <p>devoted (1) 783:5</p> <p>dialogue (1) 774:25</p> <p>DIDP (8) 726:20,24;727:2,6, 8,12,13,19</p> <p>D-I-D-P (1) 726:21</p> <p>Diego (1) 607:25</p> <p>differed (1) 702:18</p> <p>difference (2) 641:8;765:10</p> <p>different (15) 595:18;608:19; 619:9;632:5;636:1, 3;671:14;678:18; 702:21,22;756:4; 774:1,15;778:18,19</p> <p>differentiation (1) 778:9</p> <p>difficult (3) 710:24;711:21; 776:4</p> <p>dinner (5) 635:1,1;637:16,18, 22</p> <p>diplomacy' (1) 631:3</p> <p>direct (7) 618:9,12;654:14; 660:8;714:7;776:17; 777:21</p> <p>directed (2)</p>	<p>600:1;755:11</p> <p>direction (5) 616:17;629:7,12; 660:19,23</p> <p>directly (3) 595:21;618:14; 777:19</p> <p>Directors (4) 612:9;613:21; 618:25;764:16</p> <p>disagree (3) 616:25;772:24; 773:13</p> <p>disagreement (1) 778:12</p> <p>disclose (5) 602:20;629:9; 659:22;690:11; 739:5</p> <p>disclosed (2) 692:21;693:3</p> <p>disclosing (1) 629:6</p> <p>disclosure (2) 693:4;726:22</p> <p>discomfort (1) 641:24</p> <p>discretion (8) 635:12;648:22; 649:4;660:15; 662:11;663:3; 664:11;755:1</p> <p>discuss (7) 604:24;650:1; 673:12,15;675:16; 692:8;717:2</p> <p>discussed (11) 600:21;601:20; 605:8;656:3,4; 706:6;713:2,3; 720:12,16;743:13</p> <p>discussing (3) 605:25;692:11; 722:4</p> <p>discussion (9) 599:2;649:9,10; 655:13;709:20; 710:12;720:5; 765:20;766:18</p> <p>discussions (9) 599:14;677:20; 685:22;691:15; 714:7,18;720:14; 721:18;758:13</p> <p>dismissed (2) 727:23;744:2</p> <p>display (1) 754:2</p> <p>dispute (4) 630:13;677:1,18; 780:25</p> <p>disputes (3) 639:12;677:10;</p>
D				
<p>DAA (35) 660:5;661:2; 662:10;663:2;666:4; 674:17,18;689:16, 25;699:7,15,22,23; 700:6,17;704:3; 705:13;706:3,19,21; 708:4,6;709:5,8,9, 11,13,16;746:15; 752:21,23,25;753:2; 763:14,23</p> <p>DAA's (1) 709:4</p> <p>daily (1) 772:14</p> <p>date (22) 594:17;595:11; 608:7;612:19; 618:16;644:11,18; 645:11;646:17,21; 647:8,10;648:13,23; 654:23,24,25; 656:23;683:19; 684:15;687:2; 694:24</p> <p>dated (16) 594:11,15;617:13; 622:23;640:25; 644:22;667:20; 695:4;725:4;729:7; 733:21,24;735:22; 743:25;751:17; 768:3</p> <p>dates (1) 671:13</p> <p>dating (1) 594:21</p> <p>David (1) 740:18</p> <p>Day (25) 594:4,16;620:11; 625:13;627:1,3; 643:23;645:16; 650:19,25;666:12; 670:13;673:1; 684:13;685:25; 686:13;688:23; 713:7;732:12; 735:16;742:15; 766:13;781:24;</p>				

779:13 disqualified (1) 664:21 disqualify (3) 694:2;748:3; 771:10 disqualifying (1) 748:11 Disspain (7) 650:15;651:11; 711:7;9;712:12; 715:12;716:2 Disspain's (2) 651:24;711:1 distinction (4) 615:21;616:9,14; 778:11 distributed (1) 695:2 Division (6) 672:9;721:20; 724:1;729:10,12; 730:1 DNS (1) 755:7 document (27) 594:19,25;595:10; 597:13,17;598:3,5; 599:10;607:18; 610:1;611:15;644:2; 645:1;647:18,23; 654:17,21;683:4; 686:15,16;687:3; 703:6,8,11;726:22; 739:8;763:9 documentation (2) 682:20;683:14 documented (5) 680:2,8;681:8; 682:24;683:11 documents (14) 594:8;595:21,25; 596:1,18;597:10; 599:8,11,13,15; 661:12;683:25; 689:16;724:5 DocuSign (1) 738:13 DOJ (2) 722:24;725:14 Domain (13) 658:19;659:10,13, 17;667:20,22;668:4; 698:5;754:19;755:6, 9,12;779:12 domains (6) 668:21;672:8; 695:11;721:20; 724:1;729:10 done (10) 600:2;614:8; 618:3;712:23; 716:14;745:15;	755:16;765:24; 770:2;781:14 Donuts (9) 604:15,15;613:7; 628:14;641:16; 683:16;684:8; 686:19;719:10 Donuts/Ruby (2) 701:3;767:16 DOT (25) 613:21;618:20; 619:14;623:4,6; 628:13;631:16; 640:3;644:16;655:9; 668:3;686:5;695:13; 698:2;706:22;724:6; 725:13;732:22; 736:12;737:1,5,18; 744:11;752:7;777:8 DOT's (2) 631:17;632:1 doubt (3) 660:12;703:4; 756:17 down (3) 620:24;672:24; 782:1 dozen (4) 773:18;777:3,7,20 dozens (1) 612:8 draft (13) 640:8;695:21; 698:15,17;700:15, 23,24;701:8,11; 704:21;709:18; 749:6,21 drafted (3) 698:12;702:18,23 drafting (3) 698:20;699:1,3 drafts (3) 701:7,11,13 draw (2) 615:21;692:22 drive (3) 612:19,22;771:14 driven (1) 766:9 drove (1) 678:15 due (2) 648:23;736:9 dump (1) 652:10 during (19) 597:6;603:3; 608:8;620:24;632:3; 633:8;637:25;650:2, 19;652:16;655:20; 657:10;661:12; 668:6,7;669:21; 690:24;708:2;	748:25 duty (4) 764:1,5,13,25 E earlier (6) 611:24;623:11; 631:21;705:8; 713:17;715:8 earliest (1) 624:18 early (9) 601:17;604:13; 677:9;698:17; 700:15;716:9; 720:11;722:14; 727:21 ears (1) 724:10 easily (2) 758:24,25 Eastern (1) 715:10 easy (1) 759:15 effect (8) 598:17;599:2; 648:5;680:19,22; 681:7,20;772:7 effected (1) 705:21 effectively (2) 600:3;667:1 effort (3) 631:23;683:6; 697:18 eg (1) 618:24 either (9) 600:14;643:21; 652:13;654:25; 720:23;740:18; 761:14;769:21; 773:13 elect (1) 660:15 election (1) 660:18 elects (1) 660:20 elicit (1) 662:24 eliminate (1) 743:19 else (17) 598:2;611:9; 624:25;634:2,16; 638:9,14,18;639:1; 643:20;657:17; 675:4;691:6;698:20; 735:7;746:5;750:15 email (87)	594:11;604:20; 605:6,8;606:1;608:2, 3,10,15,18,19,21,21, 25;609:2;610:14; 612:18,20;613:7,12, 15;614:10,16; 617:11,13,18; 618:18;619:4; 622:15,23;623:25; 624:2,17,22;625:1,6, 10;627:8;628:8,11; 629:14;632:24; 633:14,17,19;634:6, 23;638:11;640:17, 24;642:1,2,5;643:1, 8,12;649:11;654:18, 21,24;667:19; 668:12;671:2,5,17; 673:9,16;684:21; 686:1,10;710:25; 712:11;723:16; 725:3;729:6;730:13; 731:22;735:22; 737:10,11,17;738:1; 740:13,19;776:15, 24,24 emailed (1) 778:23 emailing (1) 710:23 emails (15) 604:12;620:5; 621:11;623:10,15; 628:7;631:20; 723:13,15;724:12; 776:8;777:14; 781:18,24;782:2 emoji (1) 724:11 employee (1) 742:8 employs (1) 675:19 enable (1) 780:24 encourage (1) 677:23 encouraged (1) 675:14 encourages (1) 605:16 encouraging (1) 713:5 end (9) 594:14;605:4; 607:1;616:8;696:22; 711:13;732:12; 735:22;773:17 endeavor (1) 683:4 endeavored (1) 676:20 endeavoring (2)	624:5;696:19 ended (1) 693:6 ends (1) 713:21 engage (3) 663:25;729:16; 777:13 engaged (2) 665:23;705:24 Engagement (7) 675:15;684:3; 729:11,13,18; 738:10;767:13 engages (1) 729:14 engaging (1) 686:7 ENGLISH (5) 650:7;653:20; 654:7;710:13; 714:24 enlarge (1) 630:10 enough (2) 669:24;704:16 Enson (3) 597:20;688:22; 699:9 ensure (4) 632:2;681:24; 682:5,24 enter (4) 633:9;675:14; 693:24;729:15 entered (5) 658:20;664:10; 670:8;688:1;693:7 entire (2) 628:22;683:5 entirely (2) 597:15;632:22 entirety (1) 636:14 entities (1) 756:13 entitled (3) 635:8;779:9; 780:17 entity (13) 616:15;665:4,8, 22;705:2;756:3,13, 24;757:4,15,18; 775:4,5 equity (1) 705:22 Eric (1) 688:22 Erwin (14) 617:19,20;618:12; 619:5,23;621:12; 631:20;731:22,23; 732:7,9,21;733:3,17
--	---	---	---	---

<p>Erwin's (2) 618:17;619:18 escalated (1) 778:16 essence (1) 624:5 essential (1) 762:21 essentially (8) 685:17,21;732:25; 737:9;748:2;755:6, 8;759:8 establish (1) 711:19 estimate (7) 651:17;710:18,20; 711:13,16;714:16; 781:23 estimated (1) 711:17 estimates (1) 713:6 et (1) 769:19 evaluate (4) 614:20;630:23; 678:8;775:9 evaluated (5) 678:23;747:23; 757:10;762:10; 774:17 evaluates (1) 690:20 evaluating (1) 750:23 evaluation (8) 630:18;750:16; 761:5,9,13;775:20, 23;780:24 evaluations (3) 761:5,7;775:6 even (15) 595:25;598:5; 623:17;636:17; 639:2;649:5;654:1; 656:7;662:18; 664:18;665:11; 706:20;711:8; 778:13,24 evening (2) 672:10;782:20 event (4) 619:12;624:1; 625:12;643:23 events (1) 659:5 everybody (2) 765:5;783:21 everyone (10) 594:3;632:13; 650:25;675:7;682:5, 6,25;735:7,24;784:4 evidence (16)</p>	<p>621:5,10;623:4,9, 13,14;632:18,25; 640:2,16;641:2; 703:18;704:10,24; 759:21;783:3 evidently (1) 737:16 exact (1) 694:24 exactly (7) 597:21;637:24; 706:21;718:14; 720:7;734:9;774:18 examination (2) 715:21;766:19 examinations (2) 715:16,20 examine (2) 594:14;769:18 examined (1) 651:12 example (4) 637:24;691:8; 705:18;756:2 examples (1) 757:12 except (1) 779:2 exception (1) 691:3 exceptional (1) 735:4 exchange (12) 604:12;609:1; 620:5;621:11; 623:10,15;631:19; 633:17;645:17; 667:6;693:6;723:13 exchanges (1) 623:21 exclusively (1) 702:15 excuse (4) 637:17,20;753:12; 760:23 excused (2) 649:19;710:11 execute (1) 725:18 execution (6) 698:2;736:25; 737:21;738:8;749:8, 22 executive (5) 604:15;613:8; 724:2,24;745:15 executives (5) 612:10;730:19; 731:1,17,18 exercise (1) 717:11 Exhibit (49) 594:20,23;595:13,</p>	<p>19;596:5;604:7; 613:10,13;615:4; 617:14;620:6; 622:19,22;624:13; 627:9,13;628:23; 630:7;633:21,25; 638:3;640:20;644:4, 4,6;647:17;654:15; 660:6;667:19; 668:11;671:18; 680:17;683:23; 687:13;689:12; 692:5;695:4;723:13; 724:21;728:15; 729:3;731:21; 733:20;735:21; 737:24;743:24; 766:23;767:23; 780:9 Exhibits (2) 596:3;679:7 exist (2) 626:18;757:16 exists (1) 748:10 expect (5) 643:4;686:5; 687:16,19;734:15 expectation (1) 600:2 expected (7) 595:23;742:13,14, 16;769:9;770:3; 771:7 experience (3) 714:10;758:8; 773:24 explain (2) 606:2;685:14 explained (2) 632:3;774:14 explaining (3) 676:7,11,12 explanation (1) 636:8 explicitly (1) 758:11 explore (1) 753:23 express (2) 746:4,9 expressed (2) 765:12;769:4 expressly (1) 758:1 extend (1) 650:24 extends (1) 685:18 extension (2) 605:3;606:23 extent (3) 609:8;651:1;</p>	<p>681:22 extra (3) 715:16;716:18; 782:20 extremely (1) 631:24</p>	<p>fault (1) 615:18 favoritism (1) 778:21 feasible (2) 681:22;780:25 February (4) 725:9,25;726:15, 20 Federal (1) 595:15 feeds (1) 782:7 feel (1) 686:8 fees (1) 669:14 felt (1) 595:8 few (9) 601:18;621:17; 678:18;703:1;747:5; 756:2;776:16; 777:20;779:15 field (1) 682:7 file (6) 622:18;726:16; 742:14;769:10,11; 772:4 filed (15) 613:23;628:14; 669:21;683:17,18; 684:9;686:20;693:5; 726:20;741:16; 745:10,20;770:10; 771:16,20 filing (4) 667:23;675:13; 678:17;741:23 filings (1) 700:12 fill (1) 724:5 filled (1) 705:15 final (8) 614:5;760:10,16, 20;761:8,12,18,25 finally (1) 702:19 financial (1) 674:19 financially (3) 668:8;673:20; 674:25 find (11) 652:17;685:4; 695:18;710:22; 711:20;712:8,18; 717:13;736:1,25; 777:24 finding (1)</p>
F				
			<p>face (4) 713:4;724:11; 779:1,1 faced (1) 710:22 facilitate (3) 695:17;697:4,18 facilitation (1) 631:3 facing (1) 712:19 fact (23) 598:6,10,13; 612:5;615:10;621:4; 632:23;633:10,24; 645:24;651:25; 663:9;691:13; 697:22;745:10,17; 747:25;748:1,10; 749:6,11;776:6; 783:8 fact-finding (1) 639:14 facts (3) 655:11;749:16; 774:21 fail (1) 761:15 failed (4) 613:18;726:16; 749:17;761:7 fair (3) 693:17,17;709:6 fairly (4) 680:3,9;681:9; 776:4 fairness (3) 597:14;630:23; 681:24 faith (1) 660:23 fall (1) 775:22 false (1) 704:25 familiar (10) 677:25;679:25; 680:6;681:10,13,16, 18;682:1,3;684:2 far (8) 599:1;603:22; 635:4;641:15; 643:17;679:15; 683:8;749:2</p>	

714:12 finds (2) 628:12;725:11 fine (3) 603:12;653:6; 713:18 finish (6) 635:8;647:23; 715:14,17,19;716:3 finished (2) 651:15;711:7 First (31) 601:20;602:15; 609:13;610:4;613:3, 4;615:13;618:17; 628:10;632:14; 644:9;647:21; 653:12;655:3; 684:24;685:8,23; 692:25,25;700:23; 701:8,11;703:16; 709:19;711:6; 714:12;715:11; 737:14;742:6; 748:23;778:23 fit (1) 599:12 five (3) 632:5,9;652:17 flag (1) 750:4 flexibility (1) 712:25 flexible (1) 713:11 Flores (2) 626:3,9 flow (2) 647:20;703:13 focus (2) 632:15;755:20 follow (5) 611:24;635:15; 747:8;754:11; 779:10 followed (2) 594:15;616:19 following (8) 596:20;632:4; 650:14;652:8;699:6; 718:10;735:25; 736:24 follows (2) 623:1;760:11 follow-up (3) 601:18;663:12; 774:9 footnote (2) 667:7,14 footnotes (1) 700:12 fora (2) 695:11;760:10	forces (1) 741:23 foregoing (1) 648:21 forget (3) 607:5;694:24; 755:4 forgive (3) 654:5;749:7; 751:23 forgiven (1) 654:3 forgotten (1) 645:9 form (12) 609:23;637:5; 644:12;647:9,9; 648:11,12;688:1; 693:5;734:12; 736:14;759:15 formal (5) 628:4;702:25; 742:19;754:17; 771:13 formally (1) 742:20 format (1) 662:1 formed (2) 666:2,3 forth (8) 630:16;647:2; 676:2,6;677:3; 678:25;688:11; 760:15 fortunately (1) 714:9 forum (1) 695:23 forward (17) 642:1;645:13,22; 646:21;666:8; 672:12;673:9; 685:20;699:15; 707:21;712:8; 714:12;718:24,24; 725:5,22;738:25 forwarded (2) 689:16;699:8 forwarding (1) 689:25 found (6) 621:5,10;640:2, 15;644:18;646:6 foundation (1) 609:5 four (18) 608:5;619:6; 620:24;625:7; 632:14;651:18,20; 657:16,23;658:11; 694:23;710:17,18; 752:12,22;757:19;	762:12,13 fourth (2) 668:2;687:20 frame (3) 638:12;718:18; 724:18 France (2) 671:13;782:21 free (1) 686:8 frequency (1) 775:15 frequently (1) 597:6 Friday (8) 626:25;628:19; 652:7;655:1,5,21; 657:11,18 friend (1) 714:21 friendly (1) 777:16 friends (1) 710:6 front (2) 633:19;760:3 full (4) 607:22;685:2; 686:3;693:1 full-time (1) 606:17 fully (3) 599:24;742:13,15 function (2) 630:17;729:18 functioned (1) 742:11 functions (3) 641:21;729:19; 750:12 fund (1) 669:17 funding (2) 674:24;675:5 funds (4) 669:18,19;707:21; 708:2 further (7) 602:21;619:25; 621:3;641:18;642:4; 691:15;746:25 future (7) 648:23;667:9; 672:19;707:18; 708:15;744:17; 775:1	gap-filling (2) 598:16,17 Garza (5) 594:23;595:2,5,7,9 gather (4) 624:6;696:16,19; 698:9 gathered (2) 629:20,21 gathering (3) 629:3;639:13; 781:12 gave (9) 598:12;611:17; 637:25;659:17; 663:3;664:11; 668:16;676:16; 704:25 GAY (1) 777:6 GDD (2) 686:8;721:20 general (24) 627:17;629:5,12; 634:11;639:9;643:6; 657:1,22,25;658:5,9; 678:8,10;679:20; 682:16;687:7;691:8; 707:16;721:19; 724:25;758:12; 761:9;762:15; 765:24 generally (8) 623:24;669:6; 681:18;682:3; 706:23;707:15; 727:8;781:2 generated (3) 668:25;669:8,12 generous (1) 715:7 gentleman (1) 731:23 Gentlemen (1) 663:24 given (7) 616:16;617:4; 643:2;687:25; 747:10;750:1; 781:24 gives (2) 718:9;734:13 giving (2) 636:7;715:20 glanced (1) 706:15 Glen (17) 595:15;604:16,16; 613:5;683:17;684:8; 686:19;695:6,11,11; 696:12,18;701:3; 719:8;726:11,15; 752:7	Glen's (3) 617:9;741:9; 767:17 Global (5) 672:8;721:20; 724:1;729:10; 733:21 goal (1) 716:6 goes (22) 599:17;606:16; 611:1;613:25; 628:23;632:5;633:1, 25;634:4,18;638:6; 641:12;656:1;662:2; 668:18;679:15; 686:23;716:5;730:7; 736:6;761:5,6 Good (18) 601:6,8,16; 607:20;640:19; 649:17;660:23; 669:24;696:4,5,5; 703:2,13;710:3; 716:11;728:21; 766:17;770:21 Good-bye (1) 784:5 Google (1) 668:12 govern (2) 602:11;614:23 governance (1) 769:22 governing (2) 612:9;647:1 governments (1) 677:15 Gramont (102) 601:12,13,15; 602:14,22;609:6,13; 610:13;611:14,20; 612:14;629:13; 630:9;635:9;636:6, 9;637:14;638:20; 640:12;647:19,22; 648:2;649:16,20; 652:21;653:2,5,8,13, 15,17;654:5,11,12; 659:2,7,24;660:4; 661:14;662:1,7; 663:11,18,21;664:3, 7;671:7,10,16; 680:15;682:23; 689:6;690:4;691:25; 692:24;699:2;700:1, 3;701:19;702:4,17; 703:5,12,15;704:13, 15,19;709:3;710:2,5, 16;714:15,23; 717:16,18,21;718:4, 12,16,21,23;719:2; 720:9;728:16,23;
		G		
		game (1) 653:7 gap (1) 599:2		

729:2;731:8,14; 739:12;740:11; 742:1,24;743:7; 746:18,22,24;747:4; 751:13;754:4; 783:17;784:2,4 Gramont's (2) 594:11;610:4 Grant (3) 732:5,12;735:23 granted (3) 596:2;637:1; 644:14 grapes (4) 746:3,11,14; 747:13 grateful (2) 783:6,14 Great (1) 724:9 grounds (2) 742:3,4 gTLD (23) 617:21;639:11; 669:18,21;672:5; 675:18,21;676:13; 683:5;685:17;686:7; 695:16;703:20; 707:6;708:15; 721:21;729:19,25; 741:22;754:14,21; 762:15;781:15 guarantee (1) 754:17 guess (5) 612:20;662:19; 693:18;700:9;761:9 guessing (1) 674:5 guidance (1) 653:4 guide (1) 678:1 guidebook (28) 601:24;602:5,12; 603:1,6,9;605:16; 614:21,23;677:12, 16;678:3;688:13; 747:22;748:17; 749:1,9,18,25;750:7, 11,13,18;756:21; 761:4,19;775:7,24 guided (1) 761:20 guys (1) 604:20	648:8;651:19 hand (3) 615:23;626:10,12 handful (6) 702:23,24;708:17; 777:2,17;778:8 handle (1) 757:24 handled (2) 677:1;696:25 handling (2) 677:19;690:24 hands (2) 699:7;756:14 happen (1) 736:19 happened (11) 666:4;689:18; 704:4;741:3,20; 755:24;757:12; 762:25;764:2,3; 770:12 happening (1) 686:22 happy (3) 598:1;704:17; 776:22 hard (1) 650:12 harder (1) 757:14 head (1) 676:13 heading (1) 690:11 hear (4) 712:3;717:17,18; 724:14 heard (5) 636:13;668:5,8; 773:3;783:10 hearing (9) 594:4,6;601:4; 635:12;661:1;710:7; 720:13;723:10; 742:9 hearings (1) 597:7 held (3) 690:14;720:11; 755:23 Hello (2) 735:24;738:6 help (7) 629:18;642:3; 695:17;720:18; 725:21;754:22; 771:2 helpful (6) 645:3;659:7; 662:8;749:14; 776:21;783:15 helpfully (1)	712:7 Helsinki (5) 620:14;622:2; 634:10;643:3,6 Hemphill (16) 683:23;687:7,10, 15,21;688:5;692:2, 18;693:11,22; 694:11;696:1; 699:18;705:19; 744:1;767:4 Hemphill's (8) 691:18,21;692:15; 694:20;701:5; 705:16;706:9;744:9 Herb (2) 627:14;628:2 hereto (1) 690:1 Hey (1) 750:6 Hi (6) 604:20;671:22; 672:11;684:25; 686:2;732:9 hiatus (2) 722:23;723:1 hidden (1) 674:22 highest (2) 666:21,23 high-level (1) 724:4 highlight (2) 648:10;767:1 highly (1) 777:3 himself (1) 610:11 hint (1) 764:23 history (2) 699:22;700:6 hold (57) 646:17;675:21; 676:23,24,24; 678:13,16,17,21,24; 679:6,19;683:10; 686:21;697:21,21; 698:1,3,6;717:5; 721:9,13,22;722:7,8, 9,11;723:3;727:7; 728:1,4,6,12;730:6, 22;731:3;733:6; 734:7,20,24;735:17; 736:9;738:12; 739:15,23;742:18; 754:18,21,23; 767:10,19;768:13, 22;769:1,6;772:3,9 honestly (3) 655:24;676:9; 706:20	Hooper (3) 723:14,17,18 hope (5) 628:11;643:18; 714:4;725:10; 783:15 hoped (1) 646:8 hopeful (1) 766:5 hopes (1) 707:18 hoping (1) 685:4 hour (4) 715:8,16;716:18; 783:22 hours (8) 651:8,18,20; 710:17,18;711:17; 776:16;782:5 hundreds (3) 743:18;775:21; 778:13 husband (2) 635:2;637:20 hyperlink (1) 683:22 hyperlinked (1) 683:25 hypothetical (3) 612:21;665:13; 766:1 hypothetically (5) 612:23;766:2,8; 770:23;771:9	663:4;664:12;666:8; 668:16;669:3,13,16; 673:10,12,19; 674:17;675:4,7,15, 19;676:17;677:18; 678:25;679:11,16, 21;680:1,7,25; 681:21;685:2,4; 686:12;688:10,18; 690:12,13,14,15,17, 20,22,25;691:9; 692:16;693:22; 694:12,19,22; 695:18;696:22,25; 697:4,9,12,17;699:5, 17;702:6;703:24; 704:24;705:5,10; 707:5,19;708:2,20; 709:22;716:1; 719:23;720:10,21; 721:2;722:2;723:6, 14,20;725:1;727:11; 729:14;733:17,25; 734:12,23;735:1; 738:24;739:5,21,22; 740:6,12;741:4,16; 742:8,13,25;743:3,8, 11,19,21;744:12; 745:11,18,19,24; 746:5,9;748:16,25; 749:6;753:22; 754:10,13,14,15,16, 18,20,23,25;756:23; 758:21;759:7; 760:10,17,20;761:8, 10,13,22;762:1; 763:3,10,11,15,21, 22,23;764:6;767:19; 768:8,14,16,21; 769:1,5,15;771:17, 17;772:2,10;774:5, 23;775:5;778:3; 780:23;781:4 ICANN's (39) 595:14;596:23; 613:9;622:3,4; 630:1;640:7;656:10; 668:19;669:19; 681:2,2;682:12; 686:4,24;688:22; 689:17,24;692:12; 693:25;697:15; 707:5;711:6;719:16; 721:5;735:10; 737:21;739:3; 741:11,21;742:9; 743:9;744:1;745:16, 19;748:15;760:15; 764:1;781:11 idea (9) 640:19;651:20; 682:23;704:4;708:5; 709:24;735:14,19;
H			I	
Hakansson (4) 723:20,21;724:8; 729:8 half (2)			ICANN (235) 594:22;595:3,23; 597:1,19,20;601:25; 602:10,15,25;603:4; 604:3;605:2,11; 606:4,6,24;610:22, 25;611:5,16;613:4; 614:2,3,9,19,24; 617:9;618:21; 619:15;620:13; 621:5,6;623:7; 624:25;625:5,9; 626:4;627:17; 630:19,20,20,25; 631:1;633:9,24; 634:2,4,16,18;638:6, 9,14,19;642:3;643:2, 25;645:13,21,25; 646:2,3,5,15,18; 647:11;648:13,21; 649:4;655:7,13,17, 21;656:15;657:14, 21;658:1,3,8,17; 659:19;661:20;	

764:4 ideas (1) 604:25 identical (4) 630:6,6;680:21; 695:6 identified (5) 602:18;611:3; 661:21;683:25; 729:22 identifies (1) 702:5 identifying (1) 701:25 Ignacio (1) 631:25 ii (1) 660:17 iii (1) 660:20 imagine (1) 762:18 immediately (4) 614:4;617:9; 667:13;708:18 impact (2) 628:15;651:2 impetus (1) 674:20 implement (1) 722:3 implementation (1) 682:12 implicated (1) 636:18 imply (2) 749:8;768:21 important (3) 598:4;652:16; 759:2 imposed (1) 781:2 impression (2) 599:23;632:20 impressions (2) 718:10,13 inaction (2) 769:18;771:23 inappropriate (2) 609:14;630:25 include (4) 618:21;648:20; 669:13;699:14 included (1) 706:16 including (6) 599:4;618:23; 629:22;657:6; 675:23;731:17 inconsistent (2) 597:24;642:14 incorrect (1) 755:8	Inc's (1) 613:7 incumbent (1) 743:10 incurred (1) 667:7 indeed (4) 595:22;637:6; 650:3;776:10 independent (5) 629:1,19;630:15, 18;684:3 independently (1) 658:8 indicate (4) 611:8;690:16,18; 697:9 indicated (3) 596:25;633:2; 773:21 indicates (1) 737:18 indicating (3) 664:19;665:12; 733:1 indirect (2) 647:1;736:8 individual (1) 612:12 individuals (4) 607:6;612:6; 661:20;737:20 inevitably (1) 779:22 influence (1) 651:1 inform (9) 603:1,5,8;624:6; 629:18;730:19; 739:14,18;740:5 information (50) 613:19;615:16; 618:22;624:6;629:3, 17,20,22,23;633:3; 634:12;639:10,14, 15;655:10,14,22; 659:22;675:2;677:5; 683:7;685:9,16; 689:2;690:10; 691:14;695:2,19; 696:16,20;698:8,10; 701:2;706:24; 708:24;718:10; 726:22;730:18,20; 732:15;733:10,12, 16;734:2;735:11; 750:24;752:15; 774:23;780:22; 781:12 informed (33) 614:24;620:25; 621:4;639:25; 640:13;662:20;	670:6,10;678:15; 695:17;696:15; 697:5,10,18;705:9, 14;722:12;726:14; 731:19;735:7; 738:24;741:4,12; 743:1,9,11,14; 750:18,21;758:11; 774:3,4;780:24 informing (4) 732:21;733:1; 735:6;739:22 in-house (2) 701:14;702:8 initiate (5) 644:18;646:13,14; 743:16;772:8 initiated (8) 678:16;683:18; 694:22;737:15; 738:10;745:22; 767:11;769:24 initiating (1) 742:21 initiation (2) 675:23;768:16 inputs (2) 744:21;745:6 inquire (4) 628:13;723:6; 764:1,13 Inquired (3) 763:11,15;764:14 inquiries (2) 678:14;764:25 inquiring (1) 622:16 inquiry (1) 636:19 inside (2) 702:5,15 insiders (1) 683:1 insofar (2) 597:18;690:23 insomuch (2) 616:18;639:7 instance (3) 698:1;739:20; 740:14 instruct (4) 599:8;609:16; 783:7,8 instructed (3) 617:11;738:16,21 instructing (1) 597:13 instruction (1) 635:10 instructions (1) 635:15 intended (3) 595:7;662:19;	682:11 intends (1) 671:24 intention (2) 707:18;775:12 interacted (2) 699:23;774:5 interacting (2) 701:20;702:9 interactions (1) 638:24 interest (4) 610:19;611:10; 636:23;718:23 interested (3) 677:15;763:22,22 interesting (1) 735:8 interests (2) 636:18;764:17 interject (2) 609:17;774:9 interjected (1) 636:21 internal (3) 630:18;677:20; 723:15 international (3) 597:5,5;599:7 Internet (1) 682:13 interpose (1) 602:16 interpretation (3) 603:5;682:10; 693:17 interrogating (1) 636:6 interrupt (1) 711:15 interrupted (2) 636:9,20 intervene (2) 635:11;637:15 interview (1) 633:18 into (18) 594:6;596:16; 598:2;601:4;658:20; 664:10;666:11; 668:19;670:8; 675:14;685:20; 688:1;693:7,24; 729:15;744:21; 745:7;750:22 introduced (1) 610:9 invade (1) 663:9 invades (4) 640:11;689:3; 704:11;718:2 invalidate (1)	771:11 investigate (4) 614:2;617:5,11; 620:4 investigated (5) 617:10;621:1,10; 631:10;644:17 investigating (1) 639:11 investigation (18) 614:6;620:8; 624:7;629:18,19; 639:4,16;688:10,16, 18;694:19;696:21, 24;722:16,20,24; 742:25;780:7 investigations (3) 618:2;743:16; 781:13 invitation (4) 684:12;685:22; 686:6,13 invite (1) 714:11 Invited (1) 752:8 invoke (2) 622:4;676:21 invoked (1) 630:16 invoking (1) 772:5 involve (1) 739:11 involved (26) 606:17;615:9,15, 24;616:8,12,21; 617:24;627:18,21; 628:6;670:18; 672:15;674:16; 698:20;701:10; 727:1;729:18; 772:21;773:8,14; 774:13,14;777:18; 779:23;780:2 involvement (6) 621:20,23;670:19; 674:13;727:3; 773:20 involvements (1) 774:15 IP (1) 755:7 IRP (13) 598:20;599:5; 603:18;604:4; 675:13,17;678:17, 19;679:8;726:16; 748:14,19;763:2 IRP's (1) 598:18 irritating (1) 600:9
--	--	---	---	--

<p>issue (17) 595:24;597:14; 598:4,16;599:17; 600:2;612:3;615:6; 616:4;671:24;698:5; 720:19;736:14; 754:14,20;755:2; 757:9</p> <p>issued (4) 670:13,24;671:4; 735:9</p> <p>issues (10) 597:7;611:21; 631:1;659:21; 675:17;745:12; 768:23;771:8;777:7; 778:16</p> <p>issuing (1) 673:1</p>	<p>July (45) 594:11,15,16; 595:11;608:3,6; 614:4;622:14,23; 624:17;626:24; 627:3,13;628:19,23; 639:25;640:25; 643:1,7,12,23; 644:22;645:10,11, 22;646:19;654:18; 655:5,21;657:11,18; 664:22;666:9,12; 667:4,20;668:13; 671:22;672:16; 695:15;736:8; 744:13;754:16; 764:15;778:24</p> <p>jump (1) 771:25</p> <p>junction (3) 642:23;643:1; 679:24</p> <p>June (34) 604:13,20;606:12; 608:3,6,24;612:24; 613:6;617:10,13; 618:7;620:8,11; 643:3;644:12;693:6; 723:4;727:21;729:7; 731:24;732:1; 733:21,24;735:22; 736:23;737:11,15, 18;738:5;739:22; 764:15;772:2; 778:24;779:3</p> <p>jurisdiction (5) 598:7,7,18,21; 599:18</p> <p>Justice (1) 722:15</p> <p>justify (1) 641:5</p>	<p>764:7,10,21;765:2; 766:11;774:8,11; 775:25;776:19; 777:22;778:7;779:5; 784:5</p> <p>kind (3) 774:19;776:5; 780:7</p> <p>kinds (2) 774:15;779:13</p> <p>Kingdom (1) 650:15</p> <p>knew (15) 595:6;615:14; 673:20;675:8; 699:21;700:5; 703:25;704:5,7,7; 705:5;752:22; 753:22;778:20,21</p> <p>knowing (5) 638:18;709:3,4,7; 766:6</p> <p>knowledge (13) 613:23;638:20,21; 674:12;675:4,8,9,10; 689:4;701:6;719:24; 720:21;741:1</p> <p>known (3) 753:22;765:20,21</p> <p>knows (5) 660:2;663:8; 674:15;682:5,25</p>	<p>760:13;768:11,20</p> <p>lasted (1) 625:19</p> <p>late (12) 612:19;643:3; 650:17;651:4,17; 654:1;691:21; 722:14;766:13; 782:20;783:20,22</p> <p>later (14) 620:12;621:17; 625:12;650:20; 672:10;674:18; 684:13;686:13; 687:4;694:12;713:1, 17;736:9;776:16</p> <p>law (2) 779:22;780:2</p> <p>lawyer (14) 635:21,22;661:10; 662:18;663:8,10; 674:7;682:10;690:3, 5;708:22;747:24; 757:2;762:18</p> <p>lawyers (3) 636:4;673:18; 702:1</p> <p>lead (2) 679:5,19</p> <p>least (9) 636:13;647:9; 648:12;672:16; 752:22;756:9; 757:15;765:16; 783:20</p> <p>leave (2) 625:4;716:10</p> <p>leaving (1) 759:8</p> <p>left (5) 603:13;604:7; 693:15;710:13; 733:6</p> <p>legal (13) 598:5;626:20; 640:7;661:15,23; 686:24;692:12; 719:17;731:12; 739:3;740:20; 741:14;747:25</p> <p>less (1) 702:25</p> <p>letter (63) 594:15,20,22,23; 595:1,2,5,7,9,9; 624:2;645:11; 646:11,12;683:22; 687:14;688:11,17, 19;689:7,12,13,15; 691:10,18,21,24; 692:3,6,14,15; 693:19;694:18,21; 695:4,6,20,22;697:4,</p>	<p>8;699:9,10;700:20; 705:19;706:9,11,17; 742:21;743:7,24; 744:8,25;751:2,17; 752:2;767:3,18; 768:2,6,9,14;769:2; 772:6</p> <p>letters (16) 687:11;695:25; 697:2;699:18;701:5; 705:16;721:7; 743:17,19,22; 744:10;767:20; 769:6;771:6,12; 778:14</p> <p>letting (1) 672:11</p> <p>LeVee (110) 597:20;600:18; 602:13,16,22;610:9; 611:11,17;629:8; 630:8;635:16,19,20; 636:1,23;638:17; 640:11;649:18,22, 23;650:4,11;651:14; 652:24;653:24,25; 654:4,6;659:20; 660:1;661:9,22,25; 662:17,25;663:6,13, 14,20,23;664:2; 680:13;682:22; 689:1;690:2;691:23; 698:22;699:24; 701:16,23,24,25; 702:11;703:2,9; 704:11,17;708:8; 710:8,10,14,15; 712:3,10,20,22; 714:14,19;715:1,3,5; 716:8,20;717:6; 718:2,7,14,19;731:8, 10;739:7;740:2,9; 741:25;742:3;743:5; 762:8;764:7,11; 766:15,16,20,22; 770:17,21,25;771:1, 15;774:8,10;779:6,7, 9;782:9,11,13,16,25; 783:2;784:3</p> <p>level (1) 778:11</p> <p>light (1) 614:10</p> <p>lightly (1) 614:8</p> <p>likely (2) 673:3;687:24</p> <p>limitation (1) 599:4</p> <p>limited (4) 635:5;647:3; 657:8;695:12</p> <p>limiting (1)</p>
J				
<p>January (3) 722:24;723:5; 726:12</p> <p>Jared (2) 617:19;731:22</p> <p>JD (3) 594:5;650:5; 714:21</p> <p>Jeff (2) 716:7;762:8</p> <p>Jeffrey (2) 724:17,25</p> <p>Jeffrey's (1) 724:24</p> <p>Jessica (2) 723:14,17</p> <p>Jessica's (1) 724:9</p> <p>job (1) 776:4</p> <p>John (8) 606:13;613:8; 695:5,10;724:17,25; 725:10;733:24</p> <p>Johnston (5) 688:24;689:15,19; 699:8,13</p> <p>Johnston's (2) 700:19;706:11</p> <p>join (1) 783:2</p> <p>Jones (3) 594:16;688:23; 735:16</p> <p>Jose (4) 604:20;631:24; 672:11;686:2</p> <p>Juan (3) 606:19;607:24,25</p> <p>judicial (1) 760:9</p>	<p>June (34) 604:13,20;606:12; 608:3,6,24;612:24; 613:6;617:10,13; 618:7;620:8,11; 643:3;644:12;693:6; 723:4;727:21;729:7; 731:24;732:1; 733:21,24;735:22; 736:23;737:11,15, 18;738:5;739:22; 764:15;772:2; 778:24;779:3</p> <p>jurisdiction (5) 598:7,7,18,21; 599:18</p> <p>Justice (1) 722:15</p> <p>justify (1) 641:5</p>	<p>LA (1) 642:24</p> <p>LaHatte (20) 622:10,11,12,13, 23;623:9,12,17,21; 624:9;628:11,18,24; 629:14,15;641:25; 643:5,11;655:7; 656:25</p> <p>LaHatte's (4) 624:1,7;634:11; 640:24</p> <p>laid (1) 716:7</p> <p>language (10) 632:20;648:10,16; 660:10;661:16; 680:20,21;681:6,20; 761:3</p> <p>laps (1) 652:11</p> <p>largely (1) 683:6</p> <p>last (12) 604:21;646:1; 652:6;655:1,5; 693:21;703:17; 712:11;759:23;</p>	<p>LA (1) 642:24</p> <p>LaHatte (20) 622:10,11,12,13, 23;623:9,12,17,21; 624:9;628:11,18,24; 629:14,15;641:25; 643:5,11;655:7; 656:25</p> <p>LaHatte's (4) 624:1,7;634:11; 640:24</p> <p>laid (1) 716:7</p> <p>language (10) 632:20;648:10,16; 660:10;661:16; 680:20,21;681:6,20; 761:3</p> <p>laps (1) 652:11</p> <p>largely (1) 683:6</p> <p>last (12) 604:21;646:1; 652:6;655:1,5; 693:21;703:17; 712:11;759:23;</p>	<p style="text-align: center;">L</p>
K				
<p>Kane (3) 695:5,10;733:22</p> <p>Karla (3) 723:20;729:8; 730:3</p> <p>keep (7) 672:2;690:21; 704:18;721:21; 722:11;766:17; 783:25</p> <p>Kelly (2) 780:11,15</p> <p>kept (2) 669:17;722:9</p> <p>KESSEDJIAN (23) 671:7,12;713:10, 15,18,22;714:3; 728:16,21;762:6;</p>	<p>Kane (3) 695:5,10;733:22</p> <p>Karla (3) 723:20;729:8; 730:3</p> <p>keep (7) 672:2;690:21; 704:18;721:21; 722:11;766:17; 783:25</p> <p>Kelly (2) 780:11,15</p> <p>kept (2) 669:17;722:9</p> <p>KESSEDJIAN (23) 671:7,12;713:10, 15,18,22;714:3; 728:16,21;762:6;</p>	<p>LA (1) 642:24</p> <p>LaHatte (20) 622:10,11,12,13, 23;623:9,12,17,21; 624:9;628:11,18,24; 629:14,15;641:25; 643:5,11;655:7; 656:25</p> <p>LaHatte's (4) 624:1,7;634:11; 640:24</p> <p>laid (1) 716:7</p> <p>language (10) 632:20;648:10,16; 660:10;661:16; 680:20,21;681:6,20; 761:3</p> <p>laps (1) 652:11</p> <p>largely (1) 683:6</p> <p>last (12) 604:21;646:1; 652:6;655:1,5; 693:21;703:17; 712:11;759:23;</p>	<p>LA (1) 642:24</p> <p>LaHatte (20) 622:10,11,12,13, 23;623:9,12,17,21; 624:9;628:11,18,24; 629:14,15;641:25; 643:5,11;655:7; 656:25</p> <p>LaHatte's (4) 624:1,7;634:11; 640:24</p> <p>laid (1) 716:7</p> <p>language (10) 632:20;648:10,16; 660:10;661:16; 680:20,21;681:6,20; 761:3</p> <p>laps (1) 652:11</p> <p>largely (1) 683:6</p> <p>last (12) 604:21;646:1; 652:6;655:1,5; 693:21;703:17; 712:11;759:23;</p>	<p style="text-align: center;">L</p>

648:21 line (2) 636:19;725:11 lines (2) 620:24;765:6 Linett (2) 729:7;730:3 Lisa (2) 729:7;730:2 list (2) 736:2;737:1 listening (1) 626:4 litigation (8) 595:15,16;598:8, 17;599:3,12;696:11; 759:23 little (7) 651:17;707:10; 712:25;715:4,16; 724:10;757:13 LLC (13) 606:16;610:21; 613:21;618:20; 619:14;623:4; 628:13;631:16; 644:17;695:11,14; 736:12;744:12 LLC's (2) 623:6;655:9 location (1) 755:8 log (1) 702:4 long (14) 605:22;625:15,18; 662:17;679:22; 702:16;716:5; 722:23;757:1,4; 762:11;768:19; 773:4;783:12 longer (7) 606:17;613:15; 618:22;651:8;731:7; 742:7;782:17 look (42) 607:17;613:11; 617:14;622:21; 624:12;627:10; 631:9;640:17,18; 644:2;646:25; 647:16;654:20; 660:5;664:15; 667:18;670:3; 671:16;672:12; 683:21;686:15; 687:11;688:8; 689:11;703:1,16; 723:12,16;724:3,4; 725:4,22;728:14; 733:20;734:16; 735:20;737:23; 743:23;771:14;	780:16,18;782:4 looked (16) 607:12,15;614:11; 615:5;621:12; 623:11;631:21; 649:11;654:16; 656:24;701:4;738:1; 761:20;768:14; 774:17;782:7 looking (16) 604:7;620:23; 651:22;661:4; 662:16;669:5; 671:21;708:23; 722:5;729:3;734:10; 737:24;740:13; 753:7;756:24;762:9 looks (2) 651:16;667:21 loop (1) 672:2 lose (1) 728:24 lot (10) 645:20;669:24; 674:2;683:4;686:22; 757:20;776:2,3; 779:14,21 louder (1) 715:4 low-level (1) 777:15	701:7;757:19; 759:14;762:21; 764:3,18,18;765:14, 14;773:25;774:5,15; 775:21;776:1,1,23; 777:10,11;781:23; 782:5 MARENBERG (17) 609:4,10;635:6,7, 17,24,25;636:25; 637:10,13,15,25; 652:3,4,20;712:7; 715:25 Marenberg's (1) 716:4 marked (1) 594:23 marketing (1) 775:10 material (1) 641:3 materially (1) 613:22 materials (7) 594:13;631:17; 689:25;690:7;699:6, 8;720:19 math (1) 669:23 matter (28) 599:24;600:15; 612:17;622:19; 628:24;629:15; 636:5;639:4,13; 642:7,20,22;643:6; 644:17;686:25; 688:25;698:5;703:3, 7;709:2;722:10; 741:8;742:12; 744:22;745:8;777:8; 778:2,2 matters (13) 616:20;629:16,24; 630:14;639:6,11; 688:11;698:8; 701:20;730:19; 731:20;781:15; 783:19 maximum (1) 681:22 may (46) 594:13;596:7; 602:18;605:7; 609:10;615:7,22; 616:5,10;618:21; 624:11;626:2,22; 628:20;631:6; 633:16;640:17; 643:4;647:4,6,22; 649:13;651:22; 658:25;660:15; 663:10;664:5; 671:11,12,14;	680:11;685:14; 692:9;693:16;701:4; 703:5;712:2,20,24; 715:23;746:6,18,21; 753:23;760:14; 773:24 maybe (12) 612:9;627:23; 630:4;648:10; 652:11;702:23; 714:21;738:2; 751:25;770:24; 779:2;782:7 mean (19) 597:20;642:2,5, 20;663:16;670:23; 693:18;696:14; 697:12,22;721:5; 723:2;726:5;728:6; 747:16,20;756:11; 769:11;778:17 meaning (3) 632:16;690:15; 697:25 means (5) 660:14;685:8; 697:23;716:5; 755:19 meant (10) 634:3,17;638:5, 15;662:19;671:10; 760:20;761:2;773:1, 16 mechanism (18) 646:14;677:17; 678:3,9,19;722:6; 736:10;741:24; 745:3,23;749:19,21; 750:15,19;760:15; 767:11;768:16; 772:4 mechanisms (32) 599:4;622:5; 642:4;675:23; 676:22,25;677:2,13, 22,24;678:2,6,6; 679:5,18;697:14,17; 721:14,23;722:12; 725:15;727:10; 736:11;738:17; 741:7;743:15; 744:19;761:22; 769:15;777:11; 778:13;779:17 media (4) 667:13;781:19,25; 782:2 meet (1) 747:2 meeting (6) 620:13,15,25; 643:2,4;676:18 meetings (2)	679:21;782:5 member (16) 596:13;597:9; 604:16;617:21; 632:11;647:11; 648:14,24;649:6; 723:23,23;732:6; 741:1;763:19; 767:12,15 members (19) 604:23;605:11,17, 24;611:2;625:24; 630:19;638:10; 647:4;677:14; 712:24;715:1; 716:24;723:14; 728:25;734:13; 752:13;772:16; 783:4 memory (1) 693:13 mental (2) 718:10,13 mention (5) 603:22;615:8,10; 616:7;621:16 mentioned (4) 617:4;652:6; 753:9;755:21 mentioning (1) 615:18 mere (1) 747:25 Meredith (1) 594:20 merit (2) 656:19,22 message (2) 606:14;779:5 messages (1) 725:11 met (3) 620:11,13;779:1 mid (1) 694:23 middle (5) 613:15;620:23; 636:9;651:24; 684:24 might (25) 608:11,16;615:9, 15,24;616:7,12; 629:17;639:1;676:7, 9;679:23;685:5; 686:15,25;691:9; 753:22;754:23; 757:9;766:5,8,9; 773:3,5;782:3 million (11) 666:15,24;667:1,8, 22;668:16,19,20,25; 669:3;670:1 mind (3)
	M			
	ma'am (1) 726:7 maintained (1) 731:12 maker (1) 637:21 making (6) 597:25;600:5; 637:7;662:5;705:23; 722:6 managed (2) 730:10;773:25 management (4) 620:19;621:1,5,10 manager (2) 762:15;765:24 managers (3) 606:15;610:21; 764:16 managing (6) 612:4,5;728:8; 757:5,8;762:22 manner (5) 646:10;681:1,23; 705:25;718:6 many (25) 618:2;629:16; 669:20;677:10,10;			

680:14;718:18; 776:20 mine (3) 657:2;677:25; 729:25 minute (1) 782:10 minutes (6) 596:16;619:8; 652:18;714:21,22; 762:10 missing (1) 654:23 Mission (1) 680:25 misspoken (1) 671:11 mistaken (2) 671:14;751:12 misunderstood (1) 773:5 mitigated (1) 642:12 Module (1) 759:24 moment (2) 748:22,24 Monday (6) 604:25;606:8; 717:12;762:23,25,25 money (1) 669:25 moneys (1) 669:12 month (1) 674:19 monthly (1) 676:15 moot (1) 741:13 more (24) 600:9;603:14; 611:18;616:14; 623:1;633:5;637:11; 656:5;657:4,12; 669:9;676:17;701:6; 708:16;714:22; 717:23;740:1;752:1; 756:2;758:25; 765:16;777:2;779:4, 7 morning (6) 601:6,8,16,18; 772:14;783:24 most (3) 727:11;729:17; 769:16 mostly (1) 758:23 mouth (1) 779:21 move (5) 613:1;666:7;	697:25;718:24; 749:16 moving (3) 685:19;718:23; 738:25 much (15) 650:3,9;683:7; 710:5;725:21;747:1; 762:2;766:13; 776:10;779:17; 782:17,19,24; 783:23;784:3 multimonth (1) 685:24 multiple (4) 677:13;701:13; 756:14;761:5 multiply (1) 669:23 multiweek (1) 685:23 must (8) 647:9,11;648:11, 12,14;715:10; 724:10;783:7 mute (1) 782:14 myself (2) 636:21;771:2	661:21;662:10,11; 663:3;664:10,12,18, 20;665:4,7,11; 666:14;668:9;670:9, 20;684:12;686:13; 687:23,25;688:3,12; 693:3,24;695:6,14; 696:12;699:6,17,21, 22;700:5;703:19,20, 24;704:1,9;705:2,4, 6,11,12;707:12; 708:5;719:12; 721:10;723:7;726:3, 3;733:8;738:18,25; 739:16,24;740:6,25; 741:17;745:12,18, 18;748:3,17;749:1,8; 750:7;763:2,14; 764:17;765:17; 766:3;770:1;771:10; 776:9 NDC's (41) 612:16,17;614:2, 6;615:9,15,25;616:8, 12,22,23;620:19; 621:2;666:17;667:1, 15;670:18;672:16; 673:18,21,25;674:4, 7,25,25;675:5;693:9, 25;694:2;695:16; 747:21;748:23,23; 749:9;763:5,20; 772:21,22;773:9,10, 15 nearly (1) 677:8 necessarily (6) 617:1;710:19; 715:25;716:5; 772:25;773:2 necessary (2) 717:7;780:22 need (12) 602:11;618:21; 619:14;635:2;645:2; 652:5;677:23; 715:17;724:5; 759:22;763:9;779:6 needed (2) 614:20;677:21 needs (3) 614:24;674:12; 716:10 negotiation (1) 631:3 neutral (1) 630:13 neutrally (3) 680:3,9;681:8 Nevett (42) 604:13,15;605:10; 606:13;608:11,15, 21,23;609:3,11;	610:15,18;613:9,16; 614:14,17;615:6,14; 616:5;617:3;620:4, 12,13,17,25;621:4,9, 16,19,21;622:2,6; 623:11;631:8,10; 633:14;634:10; 657:7;661:5,18; 662:13,14 Nevett's (4) 604:19;605:5,21; 617:10 new (17) 617:21;638:10; 639:11;646:20; 669:18,21;672:5; 675:18;676:13; 683:5;685:17;686:7; 721:21;729:19; 750:22;762:15; 781:15 newcomers (1) 683:2 news (1) 782:7 next (26) 620:11;627:3; 643:23;644:15; 652:13,22;653:2; 656:1,3;666:11; 673:1;685:25; 697:25;711:1,3,5,14, 23;712:13;713:25; 725:17;730:9; 733:11,14;751:5; 770:22 nice (1) 747:2 Nicolai (3) 606:17;607:3,22 night (2) 671:2;713:11 Ninth (2) 597:18,21 noncompliance (1) 749:20 noncounsel (1) 698:24 nonlawyer (6) 663:19,23;709:22; 739:21;740:5,23 nor (2) 655:17;670:18 normal (2) 715:18;716:10 note (3) 596:19;598:11; 744:11 noted (2) 637:10;765:15 notes (4) 626:7,14;632:10; 753:8	notice (8) 686:23,25;734:12, 23;735:2;738:9; 754:13,17 notification (2) 734:6,18 notified (7) 613:4;728:10; 732:11;733:18,19; 744:17;767:8 noting (1) 622:17 notwithstanding (1) 642:9 November (2) 720:12,24 NSR (3) 606:17;607:21,22 NTIA (1) 594:22 NU (27) 613:21;618:20; 619:14;623:3,6; 628:13;631:16,17; 632:1;640:3;644:16; 655:9;668:3;686:5; 695:13;698:2; 706:22;724:6; 725:13;732:14,22; 736:12;737:1,5,18; 744:11;752:7 Number (10) 596:22;609:20,21, 25;677:7;679:13; 711:17;761:10; 771:5;776:8 Numeral (1) 681:5 numerous (1) 778:12
N				
Nakata (12) 732:5,5,7;733:3; 735:23;736:23; 737:6,15,17;738:1,5; 740:18 Namazi (2) 729:21,23 Name (2) 667:20;668:4 namely (2) 752:23;772:5 names (2) 607:5;755:6 Nardone (1) 729:7 narrowing (1) 675:17 nature (4) 623:24;634:23; 766:10;778:15 NDA (1) 662:9 NDC (98) 607:6;608:12,17; 610:16;611:10; 613:5,22,23;614:18, 19;615:7,22;616:5, 10,19;619:19;621:2; 622:15;656:14; 657:13,20;658:3,15, 21;659:18;660:14;				
O				
o0o- (2) 594:2;784:8 object (17) 609:8,15;629:10; 638:17;640:11; 661:9;663:13; 677:15;689:2; 701:17;704:12; 718:19;739:9;740:2; 742:3;743:5;758:21 objecting (1) 636:4 objection (15) 596:19;602:17,21; 609:4;635:18;662:2, 24;677:13;702:3; 704:14;731:9,11; 742:19;761:14,15 objectionable (1) 663:6				

<p>objections (10) 609:17,22;610:10; 635:22;636:20; 637:7,11;677:14; 702:12;704:18</p> <p>objective (1) 630:22</p> <p>objectively (3) 680:3,9;681:9</p> <p>obligations (8) 616:24;665:19; 688:3;693:9,16; 772:23;773:11; 781:1</p> <p>observe (1) 716:1</p> <p>observing (1) 759:14</p> <p>obvious (3) 661:5,17,23</p> <p>obviously (2) 695:7;752:20</p> <p>occasion (3) 631:7;690:13; 779:3</p> <p>occasions (2) 756:14;777:17</p> <p>occupied (1) 762:20</p> <p>occur (3) 618:23;757:22; 758:15</p> <p>occurred (3) 621:3;754:19; 759:11</p> <p>occurring (1) 659:6</p> <p>occurs (1) 651:25</p> <p>o'clock (4) 650:21;715:9,10; 716:11</p> <p>October (2) 694:24;768:3</p> <p>off (24) 603:13;604:7; 636:14;698:6; 710:12;720:5;721:9; 728:1,4,6,12;730:6; 731:3;733:6;734:7, 20,24;735:17; 739:15,23;742:17; 748:6;766:18;772:3</p> <p>offer (5) 595:23;651:8; 713:6;715:7,7</p> <p>officers (1) 618:25</p> <p>often (1) 612:8</p> <p>ombudsman (48) 622:8,9,14,18; 623:2,18;624:21;</p>	<p>627:4,8,22;628:4,5; 629:1,4,25;630:12, 17,22;631:9;639:3,7, 9,18,25;640:13; 642:7;645:17; 649:10;655:7; 678:14,14;694:7; 696:3,7,10,19;741:8, 10;744:1,5,7;750:19; 780:6,7,13,18,20; 781:10</p> <p>ombudsman@ICANNorg (1) 667:21</p> <p>once (11) 646:18;685:18,21; 721:8;722:8;738:16; 741:9,10;745:22; 780:1;782:7</p> <p>one (53) 596:22;603:14; 607:8,11;609:20; 613:17;615:23; 620:7;622:4,25; 623:1,3;624:24; 625:23;635:17,21; 636:4;638:4;660:15; 662:16;676:16; 677:1;678:1;679:15; 684:1,1;685:23; 691:3;701:21;715:8; 717:13;727:9; 732:18;735:16; 740:1;743:19; 747:11;750:4; 752:22;755:21; 757:15;759:8;763:5; 768:12;769:14,21; 770:22;774:9; 778:20;779:2,14; 782:10;783:20</p> <p>one-counsel (2) 610:5;636:24</p> <p>ones (1) 769:17</p> <p>on-hold (2) 731:15;732:11</p> <p>only (22) 594:13;615:6; 616:4;621:17;635:5, 11,21;638:8;660:17, 19;662:16;695:23; 700:9;702:21;727:3; 741:21;742:10; 745:19,24;747:18; 752:12;781:1</p> <p>open (3) 623:18;674:4; 681:23</p> <p>opened (1) 622:18</p> <p>opening (5) 637:25;673:19,23; 762:25;763:5</p>	<p>operate (3) 681:22;707:18; 773:19</p> <p>operated (1) 742:11</p> <p>operating (2) 669:19;750:10</p> <p>operation (2) 775:1,11</p> <p>operational (1) 722:10</p> <p>operationally (1) 682:16</p> <p>operations (4) 618:24;708:15; 722:10;780:17</p> <p>operator (2) 708:19;773:18</p> <p>opinion (12) 595:12;661:15; 707:9;747:17,18,18, 19,20,21;760:22,24; 763:25</p> <p>opportune (1) 651:6</p> <p>opportunity (3) 596:23;676:21; 768:7</p> <p>opposed (1) 771:17</p> <p>option (3) 622:4;688:2; 713:25</p> <p>oral (1) 599:16</p> <p>order (10) 611:4;656:5; 658:15;661:8; 675:16;690:16; 698:7;710:9;768:22; 783:8</p> <p>ordered (1) 609:19</p> <p>organization (4) 618:20;619:14,20; 756:4</p> <p>orient (1) 780:12</p> <p>original (1) 651:14</p> <p>originally (2) 711:4,17</p> <p>others (9) 606:20,25;612:13; 658:1,2;682:21; 729:22;735:23; 758:15</p> <p>otherwise (2) 681:14;780:22</p> <p>ought (2) 595:10;652:11</p> <p>ourselves (4) 710:22;711:20;</p>	<p>713:9;717:13</p> <p>out (24) 604:24;605:4; 619:5;624:10; 631:15,24;632:17; 634:13,25;674:4; 685:4,11;702:19; 709:24;714:6;716:7; 720:4;724:5;734:17; 746:14;750:9; 755:22;756:8; 777:24</p> <p>outcome (2) 750:18;761:13</p> <p>outreach (1) 732:13</p> <p>outset (1) 607:2</p> <p>outside (13) 688:22,23;689:17, 23,24;692:12; 701:15;702:5,8; 735:3,10,11,14</p> <p>over (20) 608:12,17;614:8; 623:21;657:16; 659:18;662:11; 663:3;665:4,7; 669:1;670:1;677:6; 678:18;701:12; 710:17,21;757:19; 759:14;779:15</p> <p>Overruled (1) 708:10</p> <p>oversaw (1) 690:23</p> <p>overseeing (1) 729:25</p> <p>oversight (2) 629:4;739:6</p> <p>own (3) 632:14;693:4; 716:25</p> <p>owned (1) 604:16</p> <p>ownership (32) 608:12,17;610:16, 19;611:9,22;612:16, 16;613:6;614:18; 615:7,23;616:6,11, 19;620:19;628:15; 632:19;640:3,16; 664:20;665:1,4,7,13; 703:19,25;704:8; 705:1,6,22;764:17</p> <p>ownership/control (1) 622:17</p> <p>Ozurovich (3) 766:25;767:23; 768:5</p>	<p>Pacific (8) 619:10,11;715:9; 716:15,16,16; 772:18;783:25</p> <p>Page (38) 613:13,16;615:2; 622:23;639:21; 644:8,9;645:7;648:7, 7,9;660:8;668:14,14; 669:6;671:22; 680:18,23;681:4,19; 684:24;688:8; 692:19,25;693:20; 723:16;724:3,8; 737:25;751:5;752:5; 754:7,7;760:2; 765:6;780:10,11,16</p> <p>paid (2) 666:20;669:14</p> <p>pains (1) 606:23</p> <p>Panel (40) 595:13,18,22,23, 25;596:13,15,22; 597:10,16;598:14; 599:5;601:7;609:19; 637:4;638:1;649:20; 650:13,17,23;651:3, 7;652:11,12,19; 664:1;711:2;712:24; 714:6,13;715:2; 716:24;728:25; 747:5;763:18; 769:11;772:16; 782:19,21;783:4</p> <p>panelists (1) 715:18</p> <p>Panel's (3) 594:7;637:2;715:7</p> <p>paragraph (45) 611:19;613:2; 614:1;615:2,5;617:2, 8;620:10;622:1,14; 628:10;639:21,24; 644:8,10,15;646:25; 655:3,12;656:1; 660:9;662:17; 664:15;665:10; 668:2;670:3,15; 675:12,12;687:21; 688:9;692:25;693:1, 21;744:14;748:15; 754:1;755:14;758:3, 5,17;760:6,12;767:1, 8</p> <p>Paragraphs (2) 759:20;765:16</p> <p>parent (1) 757:17</p> <p>Paris (1) 715:10</p> <p>part (15) 596:1,3;618:24;</p>
P				

628:8;641:24; 662:16;666:1; 694:17;723:25; 729:17;732:1; 761:19;771:8; 775:23;781:7 part! (1) 724:9 participate (12) 610:25;611:5; 656:9;658:3;660:16, 17,21,24;661:19; 662:11;663:4; 664:12 participated (1) 695:14 participating (2) 635:11;656:10 particular (19) 597:9;611:21,23; 641:13;643:15; 650:13,25;667:25; 704:21;705:23,24; 715:24;722:1,2,5; 776:12;780:9; 781:19;782:20 particularly (4) 601:17;776:13; 783:13,22 parties (28) 594:7,12;636:1,3; 651:8;665:23; 675:16;677:15; 683:24;690:13; 694:23;707:2; 708:13;713:5,6; 714:5,9;715:5; 716:22;717:2; 729:14,16;752:13; 753:2;763:1;774:2; 777:12,19 parties' (2) 595:17;610:5 party (10) 600:14;636:4; 637:17,22;690:17; 691:4;729:11; 732:19;766:4; 775:13 passed (3) 644:12;697:2; 719:16 past (1) 711:16 path (2) 712:8;714:12 pay (1) 667:8 payment (1) 686:3 peer (1) 729:24 Peg (1)	724:22 pencil (2) 717:12,14 pending (9) 696:11;697:17; 721:13;722:20; 725:15;736:10; 738:17;745:3; 767:10 penultimate (3) 758:4,20;760:13 people (3) 612:8;710:20; 721:6 people's (1) 747:18 per (1) 782:2 perbado (1) 761:14 perception (1) 705:9 Perfect (2) 653:11;773:7 perfectly (1) 603:12 performing (1) 680:25 perhaps (9) 618:7;641:17; 652:17;662:4;664:4; 709:10;714:1;766:5; 778:13 period (12) 605:24;619:1; 632:19;647:3; 656:11;659:4; 670:20;703:21; 723:4;729:24; 748:22,25 permissible (1) 756:21 permit (1) 770:18 permitted (1) 782:4 person (5) 599:22;637:18; 642:17;759:1; 762:19 personal (3) 701:6;760:22,24 personally (4) 606:23;695:7; 707:1;780:1 personnel (2) 702:6;745:19 perspective (2) 672:3;705:14 pertain (1) 732:24 pertained (1) 743:14	pertaining (6) 639:11;672:18; 678:11;755:8;775:2; 781:15 Phase (2) 637:2;697:25 phone (4) 639:17;656:17; 724:17;776:24 pick (2) 603:13;749:4 picked (1) 667:13 picture (1) 633:5 Pierre (4) 601:6;713:11; 728:17;766:12 piqued (1) 673:4 place (11) 622:17;626:24; 630:7;642:15; 664:22;709:19; 712:9;714:8;754:16; 759:5;769:1 placed (4) 736:9;738:12; 767:9;768:13 placing (3) 675:20;768:22; 769:5 plain (1) 661:16 plan (1) 653:7 plans (2) 775:1,1 playing (1) 682:7 pleadings (1) 595:17 please (18) 601:5;650:10; 653:22;655:18; 660:8;685:15;689:1; 703:17;715:3; 725:19;730:7;734:2; 736:1,25;771:4; 774:10;782:12; 783:11 pleased (2) 646:3,5 ploy (2) 657:20;658:2 pm (2) 716:16;784:7 point (33) 600:7;603:3; 608:5;610:4;621:18; 632:15;642:16; 646:8;651:12; 656:21;667:12;	674:2;679:15; 680:17,20;688:21; 691:4;696:4,5,5; 699:5;703:24;705:4; 710:9;711:8,20; 712:16;715:24; 744:1;745:2;748:25; 779:19,21 pointing (1) 611:23 points (8) 596:15,20;632:6,8, 9,14;717:1;772:1 policies (6) 680:2,8;681:8; 682:24,25;781:3 policy (5) 682:12,13,13,15; 726:22 portal (5) 613:9;686:8; 734:17;767:9; 777:15 Porter (1) 688:24 portion (3) 654:17,21;729:25 portions (2) 645:1;658:25 posed (2) 764:15;768:8 position (18) 595:24;601:24; 627:16;711:21; 741:21;742:9; 747:24;748:14,17, 18,22;749:1;750:6,8; 759:2,2;763:20; 774:19 possibility (3) 610:6;615:24; 649:5 possible (9) 599:4;630:24; 682:17;683:7; 687:11;691:10; 713:4;714:15; 775:16 possibly (4) 633:18;661:13; 706:2;707:11 post (1) 691:2 posted (3) 679:11;692:15; 699:19 post-hearing (1) 599:16 postpone (7) 640:1,15;641:19; 644:19;646:3,16; 648:22 postponed (2)	614:4;620:18 postponement (10) 641:5,13;643:16; 644:12,14;646:10; 647:5;648:25;649:7; 658:7 postponing (2) 649:5,9 posts (1) 679:22 potential (6) 613:21;614:3; 628:15;644:16; 675:13;775:22 potentially (2) 598:1;599:16 Power (2) 685:1;686:3 powers (4) 606:21;611:6; 638:15;661:7 practice (32) 612:7;626:12; 627:23;629:21; 634:11;675:19; 676:2,5;677:3;678:5, 7,8;679:20;682:19; 683:8;690:15,25; 691:8;697:15; 721:17,20,21,24; 722:3,10;727:7; 735:3;738:22; 739:17;743:15; 755:25;769:23 practices (10) 642:14;678:18; 682:6,24,25;683:5; 758:9,12,13;759:3 practitioner (1) 630:14 preceded (1) 643:7 precedent-setting (1) 599:19 precisely (1) 651:9 predicted (1) 717:13 prefer (2) 653:5,9 preferred (1) 645:25 preliminary (1) 600:15 preparation (6) 641:14;643:17; 658:24;659:9;702:9; 720:13 prepare (1) 720:18 prepared (2) 730:18;736:14 preparing (2)
---	---	---	--	--

706:19;723:9 prerogative (1) 717:11 prescribed (1) 647:3 present (1) 704:10 presentations (6) 677:25;679:3,7,11, 13,17 presented (2) 609:18;637:8 president (3) 613:8;672:5,8 press (15) 670:12,23;671:3,3, 8,24;672:21;673:1; 684:23;693:4; 700:11;707:17,20; 708:5;735:9 pressure (4) 645:20,24;646:20, 23 presumably (1) 650:20 presuming (1) 614:15 pretty (2) 651:19;762:11 prevailing (3) 732:13,19;736:13 prevent (1) 641:17 prevents (1) 697:23 previous (5) 632:2;687:2; 725:12;741:7; 780:11 previously (1) 631:16 primary (3) 631:25;744:16; 776:25 principal (1) 630:17 principle (2) 681:10,13 prior (28) 605:22,23;647:10; 648:13;659:4,9; 668:6,7,24;669:2,9; 673:21;674:24; 675:2,5,13;691:21; 701:4;723:9;737:20; 738:8;753:1;763:16; 764:8,10;769:16; 779:2,3 priority (2) 781:24;782:3 private (19) 610:25;611:5; 633:23;656:7,9,14;	657:14,20;658:16; 659:18;660:16,18, 21,24;661:19; 662:12;663:4; 664:13;759:11 privately (1) 632:22 privilege (12) 640:11;659:21; 662:24;663:9;689:3; 701:18;702:2,4; 704:12;718:2; 731:11;742:4 privileged (9) 623:23;627:24; 663:17;689:2; 718:13,17,17,18; 731:6 probably (6) 606:9;673:3; 716:23;739:7;779:6; 782:1 problem (7) 651:13;652:10; 711:10;712:4,19; 713:4;716:23 procedures (2) 681:24;757:24 proceed (15) 596:11;599:25; 621:6;643:25; 650:10;657:20; 703:11;721:9;737:2, 7,12;738:14,18; 750:2;771:4 proceeded (3) 622:6;741:17; 745:11 proceeding (11) 599:19;637:2; 646:12;675:18; 685:20;732:23; 733:4;739:16,24; 740:6,25 proceedings (4) 599:12;636:15; 720:11;784:6 proceeds (2) 669:17;685:3 process (24) 623:8;627:19; 630:15;644:19; 655:16;665:17; 675:15;677:17; 685:12,24;686:5; 687:9;697:1;723:7; 724:6;725:18,22; 732:22;733:5; 738:10,14;739:6; 745:20;761:15 Processes (3) 684:3;750:12,25 processing (5)	666:1;677:9; 761:11,11;762:1 product (2) 706:5;718:17 professional (1) 762:17 Professor (4) 728:23;764:7; 774:22;775:19 program (38) 606:19;612:4; 617:21;623:22; 629:17;638:23; 642:14;669:18,21; 675:19;676:8,13,14, 17,19;677:6,9; 685:18;686:7; 721:21;722:10; 723:1;728:7;729:19; 730:10,11;732:6; 743:17;750:16; 757:20,23;759:3,10; 762:1,16,22;774:6; 781:16 progressed (1) 757:23 prohibited (1) 765:7 prohibition (1) 765:11 promise (1) 705:23 promised (1) 772:4 promptly (1) 688:10 pronounce (1) 622:10 proper (2) 636:14;771:13 properly (1) 613:18 proposal (1) 652:15 proposed (7) 594:19;595:13,19; 596:3,4;712:14; 752:1 proposing (1) 594:16 prospect (1) 672:19 provide (16) 595:9,24;629:16, 23;630:18;633:4; 634:12;639:10,15; 685:5;693:22; 703:17;730:23; 738:7;743:11;768:7 provided (12) 611:13;633:2; 655:10,14,23; 676:14;708:25;	711:15;720:6; 750:25;760:14; 774:23 provides (1) 595:1 providing (4) 603:17,22;677:5; 733:12 provision (7) 604:4;661:2,4; 662:5;679:25;680:6, 18 provisions (3) 630:15;682:1,9 public (14) 641:25;643:2; 662:12;670:7,16,22; 673:21;676:14,17; 677:25;679:21; 683:12;687:25; 754:15 publicly (4) 670:19;683:7; 699:19;742:23 publish (2) 691:10;780:21 published (4) 667:4;687:2; 690:18;691:5 publishing (1) 690:16 pull (1) 767:23 pulled (1) 647:19 purpose (2) 594:17;682:4 purposes (1) 760:16 pursue (4) 616:17;617:5; 629:18;758:15 put (31) 597:13,17;598:1; 599:8;604:14;607:2; 630:4,10;644:6; 646:16;669:10; 678:13,15,16,24; 679:6,19;686:20; 691:23;697:20; 707:21;722:7;727:6; 732:18;733:6;743:6; 772:9;779:20;780:8; 781:25;782:13 putting (5) 676:23,23;678:20; 683:10;767:19	755:7 questionnaire (10) 709:15,19,25; 717:23;719:5;726:4, 5;752:6,12,19 questionnaires (1) 741:12 question's (1) 743:5 quickly (3) 619:8;723:11,12 quiet (2) 636:17,19 quite (2) 651:16;685:14 quote (89) 594:12,14;595:1, 3;605:4;606:8,13; 607:1;611:1;613:4; 614:1;615:5;616:8; 617:8;618:18; 619:12,24;620:24; 622:14,18,24; 628:11;631:15,23; 632:15;633:1;634:4, 18;638:6,15;639:21, 24;641:1,12;643:15; 644:11;647:1,5,12; 648:20;655:4,9; 656:4;660:12,25; 664:18;667:7; 668:15;670:6,15,21; 672:3,11;674:1; 675:13;680:1,7,25; 681:21;684:25; 686:2,9;687:22; 688:9;693:1;696:14; 697:9;703:17,21; 705:20;725:10; 730:7;735:24;736:6, 23;737:6;738:6; 741:3;744:11,15; 746:10,14;748:16; 760:8;763:3,4,10; 765:3;776:7 quote/unquote (1) 695:24 quoted (1) 648:16 quoting (2) 647:6;680:13
R				
RA (3) 736:1,3,25 raise (10) 600:15;610:10; 612:3,15;636:19; 650:23;670:17; 703:3;710:8;731:11 raised (33) 595:24;597:7;				
Q				
quarter (1) 693:6 queries (1)				

598:11,14,15; 608:11,16,21; 610:10,15,19; 611:21;615:6;616:5; 617:12;620:4;639:2; 656:5,13;657:12,19; 658:15;695:12,24; 696:17,23;743:2; 745:13;746:2; 748:23;750:4; 768:23;771:8 raising (4) 600:6;608:23; 635:21;731:9 Rasco (84) 604:13;606:12; 607:8;609:12;612:4, 12;614:10;617:19; 618:18;619:7,12; 621:13;622:24; 623:11,19,25;624:2, 3,10,17,21;625:2,6, 12,22;626:23;627:5; 628:19;631:20,25; 632:9,16;633:1,8,18, 22;634:8,9,14,16,24; 638:4,8;639:18; 644:5;652:6;654:19, 22;655:20;656:12, 17,18;657:3,10; 658:14;661:5,17; 662:13,19,20;671:1, 6,22;672:11;673:15; 674:9;684:11,22,24; 686:1;704:24; 705:12;711:11; 713:25;715:11; 724:16;725:3,9; 731:24;755:21; 759:21;764:16; 776:15;778:23 Rasco's (7) 609:2;610:14; 633:13;673:9; 753:10,21;754:5 rather (9) 656:15;657:14,21; 658:3,17;662:13; 663:25;664:6; 754:18 rationale (2) 706:5,14 rationales (1) 598:12 re (1) 730:3 reach (3) 604:24;605:12; 720:21 reached (5) 631:15,24;694:1; 721:2;746:13 reaching (2)	624:10;634:13 react (1) 674:12 reacted (1) 611:16 read (33) 604:19;611:18; 618:18;629:25; 632:13;645:2,4,5; 660:9;673:25; 687:18;692:6; 699:14,25;700:3; 706:25;707:8;708:4; 719:18;742:2;754:7, 10;755:15;756:9; 758:3;760:5,8,11; 763:18,19;765:13; 772:17;773:6 reading (7) 609:2;610:14; 630:2;672:13; 681:12;686:11; 748:15 reads (3) 613:4;668:15; 675:12 ready (2) 653:16;717:16 really (8) 610:17;635:1; 682:9;741:19; 762:18,19;777:25; 778:1 reason (9) 615:14;621:18,22; 640:1,14;641:13; 643:15;658:13; 749:20 reasonable (2) 614:11;715:20 reasoning (1) 595:12 reassigning (1) 765:9 recall (157) 602:4;603:2,7; 605:5,8;607:7,8,10, 12;608:13,20,23; 617:23;618:6,14; 619:2,6;620:15,20, 21;622:7;624:11,20, 23,25;625:6,9,11,25; 626:6,10,13,15; 627:1;630:2;631:6; 633:6,17;634:6,21, 22;638:11;639:8; 640:10;641:22; 643:3,10,19,20; 644:1,23;645:10; 649:14;655:1,24; 656:16,18,20; 657:10,15,17,23; 658:10;664:23;	666:16;667:11,12, 16,24;668:1,23; 669:8;670:2,11; 671:1,5;673:3,8,11, 13;675:1;676:5,7,10, 11;681:12;683:14; 684:14;686:10,11, 12;687:6,10;688:7; 691:6,7,9;692:2,9, 11,13,14,18,21; 693:20;694:4,6,8,9, 10,11,15,17;695:8; 696:6,9,9;699:4; 701:5,7,9;702:17,20; 706:20;707:7;710:1; 719:6;720:20; 722:17,21,23; 724:15,19;726:8,18, 23;727:3,4,15,17; 734:25;735:1,13; 736:6;740:22;744:3; 746:7,8,12;752:24; 755:3;756:2;757:15; 758:10;759:12; 779:2;781:19 recalled (1) 610:4 recalling (1) 594:10 receipt (2) 617:10;718:10 receive (9) 612:22;644:13; 647:11;648:14; 684:12;686:6; 694:12;719:4; 772:15 received (13) 622:24;631:16; 674:18;685:2;686:3; 687:17;697:1; 712:11;719:11; 737:17;738:9;763:7; 781:24 receiving (3) 671:5;719:15; 782:2 recent (1) 628:14 recess (4) 653:14;714:25; 746:23;782:15 recipients (3) 697:3;719:4;738:6 recognize (1) 767:3 recollect (4) 599:1;625:8; 640:13;649:12 recollection (19) 628:17;638:4; 639:9;642:8,25; 657:1,22,25;658:6,9;	661:1;666:13;669:2, 5;702:14,16;719:13; 722:9;723:2 recollects (1) 702:13 recommendation (4) 641:4,10;642:10; 645:18 reconsider (2) 600:4,6 reconsideration (23) 646:15;678:10; 727:18,22,24; 728:11;730:4; 742:15,21;750:20; 769:10,12,14,17,20, 25;770:5,9,14,20; 771:9,15,21 reconsidered (1) 769:13 record (16) 594:9,13,17,25; 595:10;596:1,5,16; 598:2;599:11; 600:22;683:24; 710:12;720:5;744:8; 766:18 recordings (2) 679:14,22 records (2) 679:21;780:23 red (1) 750:4 redirect (6) 715:21;716:2,5; 762:8;766:15,19 reengage (1) 733:4 reevaluation (1) 655:16 refer (4) 599:13,15;608:6; 617:13 reference (11) 595:16,25;606:8, 9;607:3,21,25;615:4; 672:4;724:22; 755:18 references (4) 655:1;705:15; 706:8,10 referred (1) 679:4 referring (15) 608:19;620:5; 621:11;623:10; 631:19;659:4;674:7; 739:8;756:6,6,8,17, 19;758:20;767:14 refers (2) 672:9;730:14 reflect (2) 628:17;767:10	reflected (3) 600:12;708:6; 709:15 reflects (3) 681:1;687:2; 731:15 refrain (2) 637:6;677:25 refreshed (1) 693:13 refusal (1) 641:19 regard (1) 595:18 regarding (21) 595:2;598:16; 628:14;632:18; 670:9;671:24;684:9; 688:3;693:9;695:13; 703:19;708:14; 720:23;721:3,4,7; 722:20;725:13; 730:9;744:11,18 regardless (1) 648:24 regards (4) 644:16;739:5; 774:4;781:15 registry (27) 686:4;693:24; 698:2;708:17,19; 723:7;725:13,18; 729:15;736:3,15; 737:1,4,16,19,22; 738:7,9,12;745:17; 749:7,22;750:5,8; 772:11;773:18; 775:11 regular (3) 618:24;676:15; 777:1 regularly (2) 776:7,24 reinitiate (1) 738:14 reiterate (1) 655:10 reject (1) 694:2 rejected (2) 695:17;744:7 rejoin (1) 654:1 rejoinder (1) 748:16 relates (1) 703:7 relating (6) 595:20;596:17; 655:8,16;659:21; 781:12 relation (1) 759:2
---	--	--	--	---

<p>relationship (1) 741:6</p> <p>relationships (2) 775:10,22</p> <p>release (15) 670:13,24;671:3,3, 8,24;672:21;673:1; 684:23;693:4; 700:12;707:17,20; 708:5;735:9</p> <p>relevance (3) 707:5,9;718:22</p> <p>relevant (5) 595:8;661:13; 691:6;707:12; 744:19</p> <p>relief (1) 678:20</p> <p>reluctant (1) 714:6</p> <p>rely (1) 595:8</p> <p>relying (1) 761:20</p> <p>remain (1) 649:20</p> <p>remained (1) 723:3</p> <p>remaining (3) 714:16;759:8; 783:21</p> <p>remedies (1) 599:5</p> <p>remember (16) 603:11,12,19; 624:4;625:15,18; 626:25;627:6; 687:20;688:5,15; 693:11;726:17; 747:14;778:25; 781:21</p> <p>remind (2) 659:20;672:6</p> <p>reminded (1) 775:15</p> <p>remove (1) 710:6</p> <p>removed (3) 635:14;650:6,8</p> <p>rendered (1) 741:13</p> <p>repeat (3) 616:3;680:5; 720:25</p> <p>repeating (1) 776:1</p> <p>rephrase (2) 704:19;749:13</p> <p>replay (1) 749:11</p> <p>report (9) 595:21;598:13; 614:19;618:12;</p>	<p>627:4;652:19; 667:25;714:13; 723:25</p> <p>reported (6) 618:15,21;619:15; 729:9;732:7,8</p> <p>REPORTER (4) 600:24;726:21; 742:2;783:22</p> <p>reports (5) 618:9;669:6; 781:20,25;782:3</p> <p>represent (6) 607:18;636:2,17; 660:13;742:8;744:6</p> <p>representations (2) 597:23,25</p> <p>representative (1) 621:2</p> <p>representatives (1) 776:9</p> <p>represented (1) 714:9</p> <p>representing (1) 636:22</p> <p>represents (1) 636:2</p> <p>request (74) 594:8,25;596:2; 600:3,6;605:21,23; 606:4,20;613:24; 614:1,7,8,11;634:11; 644:19;646:9,15; 647:4,6,7,9,11; 648:14;649:1,7; 651:4;660:22; 664:19;665:11,17, 18;678:10,20; 685:10,16;688:9; 694:15;696:18; 726:20,23,24;727:2, 5,6,13,16,18,19,22, 24;728:10;733:10; 735:25;736:24; 737:12,14;742:15, 22;750:20;769:10, 12,14,17,20,25; 770:5,9,20;771:9,13, 16,21;775:17</p> <p>requested (4) 688:14;693:22; 708:19;742:2</p> <p>requests (6) 690:21;691:1,11; 727:12;737:9; 770:14</p> <p>require (2) 623:7;716:24</p> <p>required (8) 613:24;614:19; 619:25;662:10; 708:7;736:19;743:3; 775:20</p>	<p>requirement (1) 681:16</p> <p>requires (3) 680:1,7;783:8</p> <p>requisite (1) 614:6</p> <p>reread (1) 773:5</p> <p>resale (1) 616:22</p> <p>resell (3) 772:22;773:9,21</p> <p>reselling (1) 665:18</p> <p>reserves (1) 648:21</p> <p>resolution (18) 595:20;630:13; 631:2;695:18; 696:15;697:5,10,18; 712:14;741:4,12; 743:2,9,11,14;755:6; 759:11;780:25</p> <p>resolutions (1) 759:5</p> <p>resolve (15) 605:13,17;630:24; 632:21;646:6;656:6, 14;657:4,13;658:8, 16;696:17,22;698:7; 759:9</p> <p>resolved (12) 614:7;685:19; 696:7;698:5;721:23; 722:13;732:11; 736:7,12;741:8,9; 759:17</p> <p>resolves (1) 697:12</p> <p>resolving (3) 675:16;755:19; 761:15</p> <p>resort (1) 646:1</p> <p>respect (13) 596:18;605:21; 676:20,22;687:24; 688:2;710:21; 749:18;760:10,17, 21;771:16,21</p> <p>respected (2) 691:1,10</p> <p>respectfully (1) 643:18</p> <p>respects (1) 681:2</p> <p>respond (14) 597:1;609:10; 619:7;635:18;674:1; 691:18,20;704:14, 16;710:24;712:2; 719:7,8;743:16</p> <p>responded (5) 643:14,19;740:23; 741:2;743:1</p> <p>respondent (3) 637:9;748:14,19</p> <p>responding (2) 698:14;727:1</p> <p>responds (2) 619:12,23</p> <p>response (7) 606:22;632:2; 656:25;688:19; 694:12,20;727:16</p> <p>responses (9) 697:1;705:13; 706:6;719:4,11,16, 18,21;720:7</p> <p>responsibilities (1) 697:13</p> <p>responsibility (2) 639:5;756:25</p> <p>responsible (2) 728:7;733:3</p> <p>responsive (1) 595:22</p> <p>rest (4) 599:20;664:6; 693:18;701:12</p> <p>restart (1) 733:5</p> <p>restate (2) 657:9;700:4</p> <p>restrained (1) 716:24</p> <p>restrictions (1) 650:1</p> <p>result (1) 774:6</p> <p>resulted (1) 642:6</p> <p>results (2) 631:4,11</p> <p>resume (1) 783:24</p> <p>retain (2) 679:23;756:25</p> <p>Retтино (2) 724:22,23</p> <p>returned (2) 737:6;745:18</p> <p>reveals (1) 623:5</p> <p>reverse (1) 763:20</p> <p>reverted (1) 736:12</p> <p>review (9) 628:7,20;630:15; 647:15;670:14; 684:3;687:22; 735:25;736:24</p> <p>reviewed (10) 658:19;659:1; 666:4;693:25;</p>	<p>700:16,17,19; 709:13;748:8; 753:10</p> <p>reviewing (3) 707:13;709:1; 750:14</p> <p>revise (1) 713:5</p> <p>Right (65) 596:14;598:22; 604:19;605:1,18; 606:6;608:10; 624:18;631:21; 636:12;648:17,22; 652:1;665:14,25; 666:5,24;667:2; 669:4,11;682:21; 683:19;689:10; 696:4,5;697:6;699:9, 19,23;700:7,13; 704:1,4;705:2,7,16; 706:11;709:9; 716:18,21;717:9; 719:9,10;726:13; 728:14;732:17; 733:11,13;735:2,18; 740:4;745:3,8,13,21; 746:16;751:3,15; 754:20;756:15,22; 776:23;778:3; 779:20;780:21</p> <p>rights (11) 616:23;636:11; 665:19;667:9; 668:17;688:3;693:9, 15;765:12;772:23; 773:10</p> <p>rings (2) 660:11;696:13</p> <p>risk (2) 755:5,6</p> <p>role (1) 598:16</p> <p>Roman (1) 681:5</p> <p>Ronald (1) 688:24</p> <p>room (6) 594:6;601:4; 654:7;710:7,13; 765:5</p> <p>root (2) 755:5,5</p> <p>roughly (1) 650:21</p> <p>routed (1) 755:7</p> <p>Ruby (18) 595:14;604:16,16; 613:4;617:9;683:16; 684:8;686:19;695:6, 11,11;696:12,18; 719:8;726:11,15;</p>
---	---	--	--

741:9;752:7 rule (7) 610:5,8;636:24; 647:13;648:8;656:2; 775:16 rules (22) 606:3;642:15; 647:1,2,6,14,15; 648:4;656:2;666:20; 668:19;682:4,5; 707:6,13,16,24; 741:22;747:22; 750:11;756:12; 757:6 ruling (2) 596:19;610:11 rumored (1) 668:3 rumors (2) 668:5,8 run (1) 604:22 running (3) 606:18;612:4; 651:16 Russ (2) 729:6,9	651:11;656:20; 662:21;710:19; 711:19;732:25; 747:14;748:10; 774:16 scenarios (1) 774:1 scenes (1) 765:23 schedule (5) 651:10,15,23; 711:5;762:9 scheduled (15) 614:4,5,9;621:7; 642:1;643:25; 645:13;646:19; 647:10;648:13; 652:7;656:11;666:9; 754:15;782:6 scheduling (2) 652:5,19 scope (4) 598:8;599:3; 609:19;775:23 scorecard (7) 730:14,15,16,20; 731:3,5,15 scorecards (1) 731:12 Scott (2) 687:7;705:19 screen (5) 630:5;691:24; 703:4;728:18; 754:10 SEC (3) 667:6,22;700:12 second (18) 631:14;645:7; 666:18,21,23; 687:21;688:8;692:3, 25;703:14;715:12; 724:3;728:20; 737:20;755:19; 763:6;767:1,8 secondary (1) 628:5 secondly (2) 597:3;644:15 seconds (1) 649:20 second-to-last (4) 614:1;644:8,10; 744:14 secret (1) 674:4 Section (8) 614:21,23;630:7, 11,16;680:24; 682:14;780:16 Securities (2) 667:5;693:5 seeing (5)	605:5,8;667:12; 668:1;676:5 seek (4) 630:23;697:9; 743:1,8 seeking (5) 606:23;658:7; 697:4;737:19;741:5 seem (4) 615:21;652:15; 654:23;657:2 seemed (1) 765:11 seems (2) 600:9;712:13 sees (1) 718:8 segregated (2) 669:18,19 sell (1) 756:12 selling (1) 775:3 send (10) 624:2,21;625:1,6, 10;685:11;698:1; 709:24;737:16; 750:8 sender (2) 690:22;691:9 sending (2) 686:10;736:1 sense (2) 641:24;653:7 sensible (1) 652:15 sensitive (2) 691:13;777:13 sent (35) 613:9;619:5; 622:15;623:25; 624:16;626:20; 627:8;668:12;671:1; 686:12;687:15; 692:2;694:22;695:6, 25;699:18;731:16; 733:8;734:19;737:5; 740:11,19;743:7; 745:17;749:6,21; 750:5;752:19; 754:13,16;767:3,20; 769:2,7;772:6 sentence (14) 613:3;620:23; 631:14;648:19; 656:3;687:21; 703:17;755:19; 758:4;760:13; 763:19;768:11,12,20 sentences (2) 618:17;768:19 separate (5) 669:17,17;737:9;	751:8;764:24 separation (2) 603:17,24 September (23) 683:22;691:22; 692:3;694:8,13,20, 24;695:5;706:23; 726:6;741:5;743:25; 744:10;751:2,18,20, 22,24;752:2;753:1; 767:4;768:9;771:7 sequestration (1) 783:7 serious (1) 746:2 seriously (1) 697:13 serve (1) 630:22 session (1) 711:14 sessions (1) 679:21 set (85) 604:17;605:12,13, 17,24;617:25; 630:15;643:24; 644:13;645:12; 646:17;647:2,4,12; 648:15,23,25;656:6, 14;657:13;658:16; 664:22;675:20; 676:2,6;677:3; 678:12,21,25; 685:17;686:21; 688:11;694:22; 695:1,15;697:21,24; 721:9,12;723:3; 727:6;728:1,4,5,12; 730:5,25;731:2; 732:10,17,19;734:7, 13,14,20,24;735:6, 17;736:7,9,12; 738:11;739:15,18, 23;742:17,17; 744:16,18;751:25; 752:14;754:13; 760:15;767:10,12, 15,19;768:13,22; 769:1,6;772:3,9; 778:4;779:18 sets (14) 647:2;676:23,24; 679:6,19;683:10; 697:16;721:22; 728:9;730:21; 731:16;755:20; 758:14;777:20 several (10) 606:20;638:10; 689:16;690:24; 705:17;723:15; 773:18;777:3,7,9	shall (7) 630:13,17,22,23; 681:22;780:18,20 share (5) 624:7;633:3; 656:4;683:6;742:10 shared (3) 616:16;657:3; 731:18 SHOP (1) 607:1 short (6) 652:17;704:18; 712:17;762:11; 763:8;768:10 shorter (1) 715:16 shortly (4) 672:1;673:16; 687:4,16 show (2) 689:7;723:11 showed (2) 680:11;699:11 showing (2) 610:2;680:14 shuttle (1) 631:3 side (4) 706:21;729:12,13, 14 sign (3) 745:16;772:10,10 signal (1) 654:1 signatories (1) 752:21 signatory (3) 732:15;733:12,15 signature (2) 745:19;750:9 signed (6) 698:4;699:23; 708:17;737:1,18; 745:18 signing (2) 725:13;765:9 similar (2) 633:2;688:2 similarity (1) 761:16 similarly (1) 673:5 simply (22) 597:1;600:1,6; 609:25;611:23; 645:10,14;656:13; 657:19;658:2;661:7, 15;665:13;690:21; 702:7;745:11; 746:10,14;748:10; 775:5;777:13,14 sincere (1)
S				
sake (3) 682:18;765:19,20 same (14) 595:12;601:10; 611:19;636:23; 649:25;661:22; 682:7;735:7;737:25, 25;764:18;771:8; 778:4,6 sat (1) 782:17 satisfactory (1) 777:12 satisfied (3) 622:3;655:14,22 satisfy (1) 641:2 Saturday (4) 627:3,13;713:23; 714:1 Saturdays (1) 713:24 save (1) 744:6 saw (6) 608:2;633:17; 659:13;667:24; 690:7;717:24 Saxa (1) 740:18 saying (14) 612:23;617:3; 633:25;646:12,15;				

614:14 sincerely (1) 764:19 sister (1) 757:17 sit (3) 651:8;675:3; 748:13 sits (1) 606:19 sitting (1) 777:23 situate (1) 754:22 situation (2) 639:8;710:23 situations (2) 757:25;777:9 six (1) 702:23 skip (2) 633:23;768:9 Slide (2) 763:7,11 slides (1) 763:5 slightly (1) 702:21 small (1) 613:16 smiley (1) 724:11 so-called (1) 594:23 sole (5) 648:22;660:15; 662:10;663:3; 664:11 solely (1) 702:8 solemn (1) 601:10 solution (1) 712:19 solution-oriented (1) 714:11 solutions (1) 713:4 solving (1) 716:23 somebody (2) 596:10;663:15 somehow (3) 615:17,18;750:21 someone (19) 611:9;629:13; 634:25;663:16; 668:15;671:25; 672:22;673:6,14; 686:24;719:6; 728:10;740:15,17; 741:23;754:1,2; 778:21,22	Sometime (1) 608:8 sometimes (3) 679:5,18;683:9 somewhat (1) 777:13 somewhere (1) 706:23 soon (2) 619:23;742:16 Sorry (43) 596:9;598:13; 603:14;606:14; 616:2;620:12;638:2; 644:9;645:9;650:4; 653:25;662:10; 672:24;673:13; 680:5;686:18,19; 689:19;696:8,12; 699:24;700:2; 712:20;715:5,9; 717:18;726:10; 728:17,22;741:11; 748:5;749:11;751:8, 11,22;752:24; 754:10;758:18; 761:11;764:20; 770:18;771:3;779:7 sort (8) 604:2;612:6,20; 637:20;642:11; 685:21;708:21; 778:15 sorts (4) 612:10;708:14; 757:3,21 sought (2) 744:21;745:7 sounds (7) 669:4,6,11; 683:19;696:21; 719:10;726:13 sour (4) 746:3,11,14; 747:13 sources (1) 629:22 speak (12) 612:2;623:19,24; 638:22;642:17; 655:5;671:13; 705:10;712:6; 721:19;734:11; 745:14 speaking (6) 649:22;670:22; 671:8;725:5;762:14; 778:10 specific (14) 649:12;657:23; 658:10;669:5;691:8; 692:9,13,20;693:2; 721:6;727:13;	740:14;756:2; 757:14 specifically (23) 598:18;605:7; 623:12;624:11,23; 630:2;631:6;633:17; 639:8;642:21,22; 643:4,11;667:17; 670:11;673:19; 674:8;679:17;701:6; 746:7,8;758:22; 759:12 specifics (5) 655:25;656:16; 657:15;676:10; 727:15 specify (1) 677:16 speculate (3) 609:11,22;693:15 speculated (1) 667:14 speculation (3) 609:5;674:2; 682:22 spend (1) 776:2 spent (1) 595:4 spoke (2) 676:14,19 spoken (3) 676:9;712:10; 715:6 staff (20) 617:11;618:5; 620:3;625:23; 630:20,25;631:9; 632:11;723:6,14; 738:24;739:14; 742:18;769:18; 771:17,22;777:15, 18;780:23;781:11 stage (1) 776:14 stand (1) 706:4 standard (2) 627:23;686:4 standards (1) 778:18 stands (4) 610:11;685:9; 726:22;736:3 start (12) 602:14;669:1; 680:23;685:11; 691:25;713:17; 715:7,8;716:20; 735:22;739:12; 780:10 started (2) 602:25;770:1	starting (3) 611:12;635:19; 716:9 starts (1) 648:11 state (3) 620:10;730:17; 731:19 stated (8) 630:1;667:7; 673:18;682:19; 702:2;705:20; 747:11;758:1 statement (39) 606:3;613:2,11, 13;615:1;620:3,10, 23;622:20;624:13; 627:9,12;629:10; 639:20;640:5;644:5; 646:25;648:17,20; 654:16;664:16; 665:10;667:5;670:4; 675:12;678:4;683:9; 688:6;753:10,11,13, 21;758:17,20;763:6; 765:8,14;768:21; 776:14 statements (7) 611:23;673:24; 687:25;708:6,23; 753:21;763:1 States (2) 597:24;704:23; 733:17;768:12 Stathos (7) 627:14,15,18,20; 640:25;729:21; 731:4 stating (1) 743:8 status (11) 637:1,3;684:3; 730:21,24;731:15; 733:2;739:18; 742:16;744:18,19 stay (2) 650:17;721:13 stayed (1) 782:20 step (4) 685:4;725:17; 733:11,14 steps (3) 620:7;685:23; 730:9 Steve (2) 635:7;652:4 stick (1) 710:20 still (18) 604:23;606:15,18; 610:20;612:4; 626:17;631:18;	656:25;677:8,9; 705:9,11;706:12; 711:15;728:19; 732:1;757:1,4 stop (1) 650:12 stopped (1) 745:20 stopping (1) 651:20 straightforward (1) 779:18 strategy (2) 759:13,13 straying (1) 635:4 Stream (1) 595:21 strike (3) 694:10;698:18; 745:25 string (10) 684:22;685:12; 725:17;732:20; 761:16;777:4,5,5,6,8 strings (4) 754:19;757:14; 758:14;779:21 stroke (1) 606:24 strong (2) 765:8,11 structures (1) 757:22 studied (1) 601:24 study (1) 602:3 subject (8) 610:5;636:24; 666:7;667:10,21; 675:22;781:1,17 submission (2) 596:24;647:7 submissions (1) 637:5 submit (5) 644:11;646:9; 665:17;708:1,2 submitted (13) 597:2;599:24; 647:9;648:11,12,25; 649:6;664:19; 665:11;666:23; 694:7;726:3;727:17 Subparagraph (1) 681:5 subsequent (5) 614:13;701:11; 708:25;712:11; 774:24 substance (2) 662:3;720:2
---	---	--	---	---

successful (1) 725:16	633:20;640:20; 647:17;648:3;	641:9;755:4	594:8;604:22,23; 606:15;607:5;	631:2
sufficient (2) 716:2;725:20	654:15;660:5; 667:18;668:11;	terminated (1) 726:12	609:25;610:20; 642:16;661:20;	top (5) 644:21,22;736:22; 751:5;754:7
suggest (9) 609:23;616:22; 647:23;652:4,12,18, 21;772:22;773:9	671:17;680:16; 683:21;684:18; 687:12;689:12; 692:5;695:3;723:12;	terms (16) 602:8;603:20; 625:3;638:23;641:9; 676:8;692:20;693:2, 14;698:13;700:7; 709:4,15;749:10,25; 778:11	727:9;765:16 three-plus (1) 646:7	Topics (2) 752:6;777:14
suggested (1) 712:8	724:20;728:14; 729:3;731:21;	terribly (2) 650:16;728:17	throughout (2) 725:21;748:22	top-level (5) 668:21;698:4; 755:9,12;779:12
suggesting (2) 615:17;642:12	733:20;735:20; 737:24;743:23; 751:6,7,9,12,13; 759:25;766:24	testified (4) 601:23;608:4; 661:11;721:24	Thursday (3) 668:13;717:14; 725:5	totally (1) 609:14
suggestion (2) 641:15;712:15	talk (2) 652:5,11	testify (2) 650:18;652:7	thus (1) 754:21	towards (2) 707:21;716:6
suitable (1) 777:13	talked (1) 707:15	testimony (11) 601:21;603:18,23; 604:4;608:7;646:18; 650:2;659:5,10; 704:25;783:10	timely (1) 646:10	traceable (2) 758:25,25
summarized (2) 632:10;730:17	talking (5) 612:21;682:15; 761:23;762:20; 779:2	thank (1) 783:2	times (4) 619:10;764:3; 765:14;776:1	transaction (1) 674:13
summer (2) 608:8;648:5	targeted (1) 770:20	thanks (4) 606:14;672:11; 725:21;783:12	timing (1) 724:9	transcript (6) 600:13;760:7; 765:4,6;772:15,17
supplement (1) 594:17	task (1) 783:5	thereafter (2) 619:24;687:5	tired (1) 771:3	transfer (5) 616:23;665:21; 693:9;772:22; 773:10
supplemental (1) 747:7	team (36) 610:7;612:24; 616:16;617:22; 620:25;621:9; 625:24;629:17; 631:15;638:24; 685:18;686:8,24; 710:24;719:17; 723:24;728:7,11; 730:10,11,11;732:1, 6;733:15,25;739:3, 25;740:17,20; 749:15;750:1,4,10, 16;759:10;764:15	therefore (4) 595:6;636:23; 754:14;776:2	title (6) 617:23;628:4; 668:15;672:6;752:6; 763:10	transferred (2) 693:16;708:18
support (4) 594:24;639:14,15; 733:21	team's (2) 639:3,5	therein (1) 617:12	TLD (12) 606:18;655:6; 671:25;672:20; 707:19,19;708:18; 743:20;755:2;775:2, 12;778:12	transferring (2) 665:19;765:9
supporting (2) 674:16;727:5	technical (1) 755:4	thick (1) 651:19	TLDs (1) 773:19	transmitted (1) 594:22
suppose (5) 627:23;655:1; 696:2;749:10; 775:19	technically (3) 606:15;610:21,23	thinking (6) 609:12,12;610:18; 651:23;757:14; 777:5	today (13) 632:1;650:20; 651:3,8,15;661:13; 675:3;686:6;711:7, 9;748:13;765:15; 772:17	transparency (1) 681:17
supposed (4) 605:24;606:5; 629:1;635:21	telephone (5) 625:16,16;642:18; 725:6;776:8	third (7) 607:14;655:12; 665:23;708:13; 755:21;774:1; 775:13	together (3) 599:11;660:22; 669:10	transparent (3) 681:23;682:17; 683:6
supposition (1) 765:21	telling (12) 603:7;624:23,25; 657:10,17;661:5,17; 662:14;720:2; 742:22;759:12; 763:21	third-party (3) 667:10;709:8; 775:9	told (17) 621:9;622:2; 624:20;633:11,22; 656:18;658:1; 663:16;705:12; 711:2;721:8,12,17; 722:19;742:12; 743:13;782:17	transpire (1) 676:25
sure (25) 604:22;616:2,4; 642:24;645:21; 646:20;671:8;676:4; 679:9,14;680:15,15; 683:20;692:24; 698:13;704:15; 720:7;721:1;731:19; 734:9;744:4;758:19; 774:18;783:1,13	temporarily (1) 710:11	though (4) 623:17;636:17; 649:5;656:7	tomorrow (12) 671:24;711:10; 713:1,11;715:8,14, 17,17,20;716:18; 783:24;784:1	treat (1) 778:3
surprise (2) 597:19;612:11	tentative (4) 641:4,9;642:9; 645:18	thought (11) 596:22;615:8; 616:7;656:19;658:1, 14;689:9;712:22; 743:13;770:1;779:7	took (11) 626:10,24;632:17; 642:2,11;657:5; 677:6;728:5,11; 772:2;779:7	treated (3) 630:21;682:6; 778:5
surprised (1) 718:15	tenure (1) 690:25	thread (1) 628:9	tools (1)	treating (3) 735:5;759:16; 778:17
suspicion (1) 764:23	term (2)	three (11)		treatment (1) 630:25
system (1) 734:17				Tribunal (2) 597:10;635:12
T				tried (1) 682:17
Tab (39) 604:8;613:3,12; 617:15;622:21; 624:12;627:10;				trigger (1) 777:24
				triggered (2) 678:11;777:11
				true (6) 618:22;631:18; 645:22;754:25; 764:4;778:8
				trust (1) 607:16
				truth (3) 661:6,18;662:14

<p>truthful (1) 697:6</p> <p>try (9) 605:3;651:9; 662:23;704:19; 712:7,8,18;715:15; 762:11</p> <p>trying (13) 602:16;642:3; 651:1,2;698:9; 704:17;710:25; 739:9;749:11; 762:18;775:5; 777:24;778:3</p> <p>turn (14) 648:7;668:11,13; 681:4,19;695:3; 698:11;701:11; 724:8,20;731:21; 751:2;766:23; 780:15</p> <p>turning (1) 752:5</p> <p>twenty (1) 726:6</p> <p>twice (1) 782:8</p> <p>two (20) 596:18,20;609:21; 618:17;620:12; 624:1;625:23;636:4; 651:19;695:25; 699:17;700:9; 716:14;733:14; 737:9;752:20; 766:12;771:6;778:8; 780:4</p> <p>two-minute (1) 746:18</p> <p>two-month (2) 605:1,10</p> <p>type (1) 618:2</p> <p>typed (1) 626:11</p> <p>types (3) 636:15;677:14; 764:18</p> <p>typically (6) 676:16;734:13,16; 740:1,15;782:5</p>	<p>618:16</p> <p>under (21) 601:10;606:3; 629:4,4,11;637:2; 645:20,23;646:20; 649:25;651:14; 665:16;666:19; 668:18;680:23; 700:7;702:1;724:1; 727:7;756:21; 759:24</p> <p>undergone (7) 613:5;615:7,22; 616:6,10;664:20; 665:12</p> <p>underlying (1) 699:22</p> <p>understood (3) 662:22;707:20; 742:23</p> <p>undertake (7) 688:10,18;691:12; 694:19;697:17; 719:20;775:8</p> <p>undertaking (3) 693:23;696:24; 741:15</p> <p>unfair (3) 599:9;630:24; 711:21</p> <p>unfairly (1) 630:21</p> <p>unfairness (1) 641:6</p> <p>United (2) 597:23;650:15</p> <p>Unless (3) 703:7;750:18; 753:18</p> <p>unlikely (1) 651:16</p> <p>unquote (47) 611:1;613:24; 614:9;617:12;620:1; 621:7;622:19;623:8; 628:16;631:4;634:5, 19;638:7,16;640:4; 641:7;648:15;649:1; 655:9,11,19;656:11; 667:10;670:9; 675:24;680:4,10; 681:3,25;685:5; 688:4,14;693:10; 696:15;697:10; 706:1;725:23; 730:10;732:15; 736:15;737:7; 738:15;741:4; 744:22;746:11,15; 763:17</p> <p>unsatisfied (1) 631:11</p> <p>up (24)</p>	<p>594:15;603:13; 611:24;616:19; 617:2;630:4,10; 644:6,9;645:1,4; 647:19;651:9; 667:13;723:25; 725:22;749:4; 750:21;767:23; 768:12;770:13; 779:10;780:9,19</p> <p>update (5) 613:19;684:4; 730:3,23;738:7</p> <p>updated (2) 730:14;732:14</p> <p>updates (4) 676:15,17;732:10; 744:18</p> <p>upon (6) 601:24;613:19; 617:10;641:18; 660:18;719:14</p> <p>upper (2) 648:8;654:20</p> <p>upset (1) 674:11</p> <p>use (4) 595:6;641:21; 683:25;700:25</p> <p>used (3) 594:14;632:20,25</p> <p>useful (1) 695:19</p> <p>uses (1) 678:25</p> <p>using (4) 631:2;632:18; 637:20;678:1</p> <p>utilize (3) 677:24;760:14; 761:21</p> <p>utterly (1) 711:21</p>	<p>616:7,12,15,21; 617:4;621:16,24; 644:4,6;658:21; 659:17;660:15,18, 20,22;662:10;663:3; 664:11,25;665:3,6; 667:4,14,22;668:2,8, 16;670:7,17,24; 671:23,25;672:15, 23,25;673:6,14,20; 674:3,13,15,20,24; 675:5;684:23; 687:23,25;688:1; 689:20;693:2,10; 695:7;699:6,17,21, 22;700:5;703:24; 705:5;706:22; 719:12;723:6,8,14, 17;735:9;747:21; 748:1;749:7;750:5; 752:7;763:15,16; 765:18,22;770:2; 772:20;773:8,14,16, 16;774:13</p> <p>VeriSign-NDC (1) 722:16</p> <p>VeriSign's (16) 621:19;660:19,22, 23;670:16,19; 673:21;674:11; 688:23;689:23; 693:4;700:11,12; 707:17;724:9; 735:10</p> <p>version (1) 763:6</p> <p>versus (2) 664:13;758:15</p> <p>via (11) 643:1;647:7; 656:7,14;657:13; 658:16;686:8;736:7; 738:13;767:8; 777:15</p> <p>vice (1) 613:8</p> <p>video (1) 679:14</p> <p>view (11) 595:18;611:8; 617:9;666:2,3;746:4, 9,13;749:15;756:20; 760:19</p> <p>viewed (1) 707:1</p> <p>views (1) 661:13</p> <p>violate (1) 747:22</p> <p>violated (8) 707:6,13;741:22; 748:17;749:1,25; 750:7,17</p>	<p>violations (1) 688:13</p> <p>virtually (1) 630:6</p> <p>Vistaprint (3) 732:14,16,19</p> <p>voiced (1) 742:19</p> <p>void (1) 738:12</p>
W				
				<p>wait (3) 650:4;710:10; 770:25</p> <p>waiting (1) 762:8</p> <p>waiver (4) 598:9,17;599:3; 759:24</p> <p>warn (1) 602:19</p> <p>watch (1) 710:16</p> <p>way (28) 602:23;613:6; 624:24;634:24; 638:18;640:6,13; 646:6;662:24;663:7; 671:14;672:13; 696:6;698:15;709:4, 7;713:5,22;718:5; 727:2;739:21; 742:20;745:24; 751:17;759:6;763:4; 765:12;778:4</p> <p>Waye (3) 627:14;628:2,3</p> <p>WEB (65) 604:17;607:6; 613:18;622:25; 623:1,3;632:1; 643:6;645:21;655:6; 667:15,22;668:17; 669:5,8;670:9; 671:25;673:2,7,15; 684:9;685:3;687:8; 688:4,12;693:10,24; 695:15,16;703:20; 720:12,16,19,23; 721:4;722:20;723:7; 724:7;725:14;731:2; 732:18,22;735:12; 736:13;737:2;738:7, 8,11,19;739:1,24; 740:7,25;744:12; 754:14,15,18,21; 763:16;764:9,11; 768:13;769:25; 774:4;779:14</p> <p>WEB/WEBS (5) 628:15;730:4;</p>
V				
				<p>vacation (1) 652:9</p> <p>Values (2) 680:24;681:3</p> <p>variety (7) 623:20;629:22; 698:8;708:13;759:5; 761:25;774:25</p> <p>various (8) 695:10;730:19; 735:23;736:18; 738:4,6;755:22; 758:13</p> <p>vendors (1) 708:13</p> <p>VeriSign (87) 615:9,10,15,18,24;</p>
U				
				<p>ultimate (3) 661:11;666:17; 755:1</p> <p>ultimately (2) 599:18;637:22</p> <p>unaware (3) 723:9;725:24; 726:1</p> <p>uncertain (1)</p>

736:7;738:11;767:9 webinars (1) 676:16 WEBS (4) 730:14;732:16,18, 20 W-E-B-S (1) 732:20 website (4) 679:12,16;683:5; 692:16 week (15) 604:21;627:1; 652:6,8;655:2,2; 686:23;711:1,3,5,23; 712:13;713:25; 725:20;782:8 Weinstein (4) 729:6,9;730:2; 736:22 Welcome (3) 594:3;654:13; 717:22 weren't (1) 729:18 what's (2) 667:18;737:23 whereby (1) 677:14 Whereupon (5) 653:14;714:25; 746:23;782:15; 784:6 whole (8) 662:20;683:4; 699:21;700:6;721:5; 723:3;734:10;773:3 whose (2) 637:3;783:9 Willett (64) 601:4,6,9,16; 610:13;613:13; 617:16;620:6; 622:22;627:12; 633:20;634:15; 635:4;637:14; 638:21;640:22; 648:3;649:25; 650:14;651:1,18; 654:9,13;657:8; 658:20;659:21; 661:10;662:9; 671:19;673:20; 698:22;702:12; 703:4;707:11;708:4; 710:11,17;714:22; 717:3,15,22;719:2; 729:2;739:10; 742:24;747:1,6,9,17; 748:13;753:5; 755:15;758:8; 760:19;762:4,7,14; 763:12;766:15,21;	768:1;774:12; 782:16;783:1 Willett's (2) 659:5;718:18 win (1) 660:24 winner (1) 732:16 winning (6) 666:14,20;672:13; 674:14,20;685:2 Wire (1) 667:20 wish (2) 596:15;717:2 withdraw (4) 691:19;702:12; 718:24;759:7 within (11) 597:4,5;606:5; 619:8;647:3;649:4; 710:20;721:20; 750:11;775:23,24 without (13) 633:19;648:21; 669:5;703:13;706:3; 707:13;713:5;720:2; 734:10;740:13; 745:12;746:15; 773:12 witness (121) 594:6;597:13,17; 599:9,25;600:16; 601:8,12;602:17; 606:2;609:15,21,24; 610:7,9;611:13; 612:2;613:2,11,13; 615:1;620:3,9,22; 622:20;624:13; 627:9,12;629:6; 635:7;636:6;639:20; 640:5;644:5;646:24; 648:17,20;649:19; 650:5,7,14;651:12; 653:18;654:7,16; 662:6;664:4,16; 670:3;675:11;678:4; 683:9;689:4;698:25; 700:2;702:14; 708:12;710:7,25; 711:18,23;718:8; 720:6;739:4;742:6; 747:15,23;748:8,20; 749:2,10,23;750:10; 751:3,8,20;752:4,10, 15,24;753:6,11,13, 13,15,18,24;754:3, 25;755:17;756:1,10, 23;757:13;758:6,10, 17,18;759:4;760:1,4, 22,24;761:4;764:12, 23;765:4,14;766:2; 770:19,23;771:5;	774:22;776:14,18, 22;778:1,10;782:23; 783:8,15 witness' (4) 609:7;610:1; 611:15;692:23 witnesses (11) 594:14,18;597:8; 609:17;637:8; 710:22;711:6; 715:14,22;716:14; 783:9 wonder (1) 718:5 word (3) 765:22;774:18; 779:20 words (6) 632:17;636:2; 640:10;642:9; 696:14;779:20 Work (13) 595:20;605:4; 637:4;660:22; 682:15;697:22,25; 699:2;702:7;706:5; 714:6;718:17; 776:11 worked (7) 640:7;695:21; 698:25;701:13; 702:2,14;774:19 working (3) 701:14;713:24; 716:6 works (1) 650:19 workshop (2) 720:11,16 wrapping (1) 725:22 write (15) 615:5;617:8; 620:2;628:10; 629:14;631:15; 639:21,24;640:5; 641:12;664:18; 670:15;686:1; 690:13;695:20 writes (17) 606:12;613:17; 614:17;641:1;655:4, 12;656:3;671:22; 684:24,25;724:4; 725:9;730:2;732:9; 736:23;738:6; 744:15 writing (11) 596:24;642:19; 644:23;646:11; 655:10;676:2,6; 677:4;679:1;732:4; 742:20	written (5) 637:5;676:8; 689:24;743:19; 778:14 wrong (2) 605:25;770:2 wrote (13) 594:12;627:4; 643:24;645:12,17; 654:22;672:10; 684:11;687:8,10,21; 697:3;740:5 Y years (16) 608:5;619:6; 625:7;642:16;646:7; 657:16,24;658:11; 690:24;691:7; 733:14;757:19,20; 759:14;762:21; 779:15 yes-or-no (6) 659:24;663:1,12; 701:21;739:13; 740:9 yesterday (22) 596:24;600:8; 601:19,21,23; 603:14,16;604:7; 605:9;607:13,15; 608:4;610:4;650:1, 11,12;680:12;711:2, 23;753:9;765:3,5 yielded (1) 669:3 Z zones (1) 619:9 0 00892769 (1) 734:1 1 1 (12) 595:21;613:3; 644:8;670:7,12,23; 671:2,10;674:24; 675:2,5;724:8 1,900 (1) 778:5 1,930 (2) 669:22;773:25 1.2 (1) 680:24 1.2.7 (2) 614:21,23	1:00 (2) 716:10,16 10 (7) 644:4,7;647:13; 648:8;655:2;656:2; 754:7 10:00 (1) 715:9 100 (1) 614:9 105 (2) 668:20,25 10-Q (2) 667:5;693:5 11th (1) 655:2 12 (10) 604:8;633:20; 639:25;643:1,7,12; 644:12;725:4; 737:15;765:6 12th (3) 640:25;724:22; 735:23 13 (4) 613:12;643:23; 644:22;765:6 135 (5) 666:24;667:1,22; 668:16,19 13th (3) 645:11,11;713:8 14 (4) 617:15;646:25; 726:15;737:18 140 (1) 765:6 142 (1) 666:15 14th (5) 713:7,9;717:5; 736:23;737:11 15 (7) 622:22;668:21,24; 669:2,9;714:21,22 15-minute (1) 653:12 15th (1) 725:10 16 (12) 624:12;654:15; 671:9;694:12;695:4; 751:2,17,20,22,24; 753:1;768:9 17 (2) 627:10;660:9 18 (3) 640:20;664:15; 665:10 185 (1) 669:23 19 (3) 613:2;660:6;
--	--	--	---	---

768:14 1st (1) 671:9	2018 (18) 681:21;722:25; 723:4,5;725:10,25; 726:12,15,20; 727:21;729:7,24; 732:2;733:22;738:5; 739:22;771:25; 772:2	31 (1) 723:12 31st (3) 671:22;672:16,20 33 (4) 670:3;728:14; 729:3;755:14 34 (3) 670:15;731:21; 765:16 35 (2) 618:7;733:20 36 (1) 735:20 37 (2) 737:24;758:3 39 (1) 680:16	
2	2020 (3) 594:1,11;624:17 20th (1) 738:5 21 (2) 617:8;667:18 21st (1) 594:11 22 (1) 668:11 23 (7) 613:6;617:10; 620:10;671:17; 684:18;726:20; 765:16 23rd (3) 594:16;595:11; 699:8 24 (2) 622:2,14 25 (1) 683:21 26 (1) 687:12 27 (9) 617:13;645:22; 646:19;664:22; 666:9;689:12; 744:13;754:1,16 27-28 (1) 695:14 27th (1) 614:4 28 (5) 666:12;667:4,20; 668:13;692:5 29 (7) 620:11;639:21,24; 695:3;751:13,15,16 2nd (1) 687:1	4 4 (6) 594:4;648:7,8; 693:20;705:18; 760:2 4.3 (1) 630:16 4:00 (1) 715:10 40 (2) 618:8;762:10 41 (1) 780:10 42 (1) 780:16 45 (3) 606:5;647:10; 648:12 48 (1) 619:8	7 7 (4) 606:12;615:2; 733:24;768:3 7:00 (4) 715:9;716:15,20; 783:24 7th (1) 733:22
2 (14) 613:13;622:23; 668:14;683:17; 684:9;686:20;688:8; 692:19;704:23,24; 723:16;724:20; 737:25;752:6 2:22 (1) 784:7 20 (6) 594:15;615:2,5; 647:17;648:3; 765:16 200 (1) 782:2 2008 (1) 594:21 2010 (1) 751:18 2012 (1) 676:16 2013 (2) 676:16;742:23 2016 (90) 604:14,20;608:3, 24;612:25;613:6; 617:11,14;618:7; 620:11;622:14,24; 627:13;639:25; 641:1;643:1;644:12; 648:5;654:18; 659:14;661:2,12; 663:2;664:22;666:9; 667:4,20;668:13; 670:7,12,23;671:2, 11,22;672:17; 674:24;675:6; 680:19,22;681:7; 683:17,22;684:9; 687:6;688:22; 691:18,21;692:3,15; 693:7;694:13,20; 695:5,15;705:19; 720:12,15,18,24; 722:14;725:17; 726:6;731:24;733:7; 735:9;736:8;741:5; 742:13;743:25; 744:10,13;751:2,21, 23,24;754:9,12,16; 767:4,17;768:3; 769:13,16;771:7,20; 778:24,24;779:3; 782:1,5 2017 (3) 722:14;724:22; 725:4	3 3 (1) 695:12 3.1a (1) 682:14 30 (10) 649:20;683:22; 693:6;726:12; 743:23,25;751:7,9, 12;766:24 300 (1) 782:2	5 5 (4) 632:15;680:23; 684:16;780:12 5.2 (2) 630:7,11 5.3 (1) 780:17 5th (3) 684:11;685:25; 687:4	8 8 (13) 624:17;626:24; 628:19;654:18; 655:5;681:19;687:6; 691:18,21;692:15; 705:19;759:25; 763:7 8/2016 (1) 744:10 8:00 (2) 715:8;772:17 8:43 (1) 772:18 81 (1) 748:15 83 (2) 758:17;759:20 86 (1) 759:20 8th (3) 655:21;657:11,18
		6 6 (8) 594:1;604:20; 622:14,24;628:23; 680:18;729:7; 759:24 6th (1) 684:25	9 9 (11) 627:3,13;639:21; 655:2;675:12,12; 692:3;694:20; 744:10;752:2;754:7 9:00 (1) 650:21