

1           95. As a result, VeriSign has suspended Site Finder. VeriSign therefore has  
2 suffered, and will continue to suffer, substantial injuries and losses as a proximate  
3 result of the breaches and other conduct of ICANN averred herein with respect to the  
4 suspension of Site Finder, including, without limitation, losses of revenues from  
5 third-parties, profits, consequential costs and expenses, market share, reputation, and  
6 good will.

7           96. VeriSign has no adequate legal remedy against ICANN to obtain full  
8 compensation or other monetary redress for its injuries and losses in that, among  
9 other things: (i) ICANN is interfering with the business of VeriSign and injuring its  
10 reputation; (ii) ICANN has insufficient assets to compensate VeriSign for its losses;  
11 (iii) some of VeriSign's injuries and losses may be difficult to calculate precisely in  
12 dollar terms; and (iv) the 2001 .com Registry Agreement purports to limit ICANN's  
13 liability for damages in the event of a breach of the agreement to only a fraction of  
14 VeriSign's actual injuries and losses, which limitation may be applicable to certain of  
15 the injuries alleged herein.

16           97. VeriSign is entitled to preliminary and permanent injunctive relief  
17 prohibiting ICANN, its officers, directors, employees, agents, and others acting in  
18 concert or in association with it, from directly or indirectly taking any action, or  
19 engaging in any conduct, to promote, effectuate, or enforce its Suspension Ultimatum  
20 with respect to Site Finder or otherwise to interfere with, limit, restrict, impede, or  
21 delay the implementation and operation of Site Finder.

22           98. The 2001 .com Registry Agreement expressly requires ICANN to  
23 indemnify VeriSign against any and all damages, liabilities, costs, and expenses,  
24 including reasonable legal fees and expenses, arising from VeriSign's compliance  
25 with an ICANN policy or specification established after the Effective Date of the  
26 agreement. VeriSign is therefore entitled to a recovery of its reasonable attorneys'  
27 fees incurred herein.

1 **THIRD CLAIM FOR RELIEF**

2 **FOR DAMAGES FOR BREACH OF CONTRACT**

3 99. Plaintiff repeats and realleges the averments contained in paragraphs 1  
4 through 98 above as though fully set forth herein.

5 100. VeriSign has duly and properly performed, and is continuing duly and  
6 properly to perform, all of its obligations under the 2001 .com Registry Agreement,  
7 except those obligations it has been prevented or excused from performing as a result  
8 of ICANN's breaches and other misconduct averred in this Complaint.

9 101. ICANN has materially breached its obligations to VeriSign under and in  
10 connection with the 2001 .com Registry Agreement, including covenants of good  
11 faith and fair dealing therein, in that, among other conduct, ICANN issued the  
12 Suspension Ultimatum demanding the suspension of Site Finder without any proper  
13 ground therefor, without acting in an open and transparent manner, and without  
14 having independent review policies in place.

15 102. As a result, VeriSign has suspended Site Finder. VeriSign therefore has  
16 suffered, and will continue to suffer, substantial injuries and losses as a proximate  
17 result of the breaches and other conduct of ICANN averred herein with respect to the  
18 suspension of Site Finder, including, without limitation, losses of revenues from  
19 third-parties, profits, consequential costs and expenses, market share, reputation, and  
20 good will.

21 103. The 2001 .com Registry Agreement expressly requires ICANN to  
22 indemnify VeriSign against any and all damages, liabilities, costs, and expenses,  
23 including reasonable legal fees and expenses, arising from VeriSign's compliance  
24 with an ICANN policy or specification established after the Effective Date of the  
25 agreement.

26 104. Consequently, both pursuant to ICANN's indemnity obligation in the  
27 2001 .com Registry Agreement and as a matter of law, VeriSign is entitled to an  
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1 award from ICANN of monetary damages therefor and of its reasonable attorneys'  
2 fees, according to proof at trial.

### 3 **FOURTH CLAIM FOR RELIEF**

#### 4 **FOR INTERFERENCE WITH CONTRACTUAL RELATIONS**

5 105. Plaintiff repeats and realleges the averments contained in paragraphs 1  
6 through 104 above as though fully set forth herein.

7 106. At times relevant hereto, Verisign has had a valid and existing contract  
8 with a provider of search and other services ("Provider"), under which the Provider  
9 agreed to provide to VeriSign Internet search services and other services that support  
10 VeriSign's Site Finder service.

11 107. The terms and provisions of the contract between VeriSign and the  
12 Provider are confidential and cannot be disclosed by VeriSign absent further  
13 agreement. Nonetheless, ICANN knew of the existence of this contract, and  
14 ICANN's conduct with respect to Site Finder, including, without limitation, its  
15 issuance of the Suspension Ultimatum, as alleged in this Complaint, was designed  
16 and intended to disrupt this contractual relationship.

17 108. As a direct result of ICANN's intentional acts and conduct, the value to  
18 VeriSign of the contractual relationship between VeriSign and the Provider has been  
19 injured and VeriSign has been, and is being, deprived of revenues it would otherwise  
20 have derived from performance of its contract.

21 109. ICANN's intentional interference with the contractual relationship  
22 between VeriSign and the Provider has directly and proximately resulted in a  
23 substantial loss of revenues and profits to VeriSign. VeriSign is entitled to an award  
24 from ICANN of monetary damages therefor, according to proof at trial.

25 110. ICANN's interference and conduct alleged herein was, *inter alia*,  
26 intentional, undertaken for the purpose of harming VeriSign and assisting its  
27 competitors, sought to be justified by ICANN on grounds known by it to be false and  
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1 baseless, and otherwise malicious, oppressive, and fraudulent within the meaning of  
2 California Civil Code Section 3294. Consequently, VeriSign is entitled to an award  
3 of punitive or exemplary damages sufficient in amount to punish and to make an  
4 example of ICANN.

5 **FIFTH CLAIM FOR RELIEF**  
6 **FOR SPECIFIC PERFORMANCE OF CONTRACT**  
7 **AND INJUNCTIVE RELIEF**

8 111. Plaintiff repeats and realleges the averments contained in paragraphs 1  
9 through 110 above as though fully set forth herein.

10 112. The 2001 .com Registry Agreement constitutes a valid and binding  
11 contract between VeriSign and ICANN. The material terms of that agreement,  
12 insofar as they are pertinent to this action, include those set forth in paragraphs 24  
13 through 30 above.

14 113. All of the terms of the 2001 .com Registry Agreement are just and  
15 reasonable to ICANN, and the consideration for ICANN's obligations under the  
16 agreement, to the extent relevant to this action, is fair and adequate to ICANN.

17 114. VeriSign has duly and properly performed, and is continuing duly and  
18 properly to perform, all of its obligations under the 2001 .com Registry Agreement,  
19 except those obligations it has been prevented or excused from performing as a result  
20 of ICANN's breaches and other misconduct averred in this Complaint.

21 115. ICANN has materially breached its obligations to VeriSign under and in  
22 connection with the 2001 .com Registry Agreement, including covenants of good  
23 faith and fair dealing therein, in that, among other conduct:

- 24 • Commencing in or about 2002, and continuing to the present time,  
25 ICANN has repudiated the restrictions on the scope of Registry Services in its  
26 conduct under the 2001 .com Registry Agreement and, without any contractual  
27 right or other legal basis therefor, has acted in such a manner as to delay and  
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1 impede the introduction of beneficial new value-added services by VeriSign, to  
2 impose conditions on the introduction of such new services, and to restrict and  
3 regulate the prices of those services, including, without limitation, the services  
4 alleged above.

5 • Commencing in or about 2002, and continuing to the present time,  
6 ICANN has applied its standards, policies, procedures, and practices in an  
7 arbitrary, unjustifiable, and inequitable fashion with respect to VeriSign, and  
8 has singled out VeriSign for disparate treatment, not justified by any  
9 substantial and reasonable cause, in violation of the 2001 .com Registry  
10 Agreement, in that ICANN has, among other conduct: (i) delayed and impeded  
11 the introduction of beneficial new services by VeriSign; (ii) placed conditions  
12 on the offering of such services; (iii) restricted and regulated the prices of those  
13 services; and (iv) otherwise interfered with VeriSign's business, while allowing  
14 other registries for competitive TLDs, as well as members of ICANN's various  
15 constituent groups which are competitors of VeriSign, to offer similar services  
16 to consumers without any interference, restriction, or attempted regulation by  
17 ICANN.

18 • Commencing in or about 2002, and continuing to the present time,  
19 ICANN has ignored its obligation under the 2001 .com Registry Agreement to  
20 promote and encourage robust competition and, instead, has unreasonably  
21 restrained competition, in violation of the agreement, in that ICANN has,  
22 among other conduct: (i) delayed and impeded the introduction of beneficial  
23 new value-added services by VeriSign; (ii) placed conditions on the  
24 introduction of such new services; (iii) restricted and regulated the prices of  
25 those services; and (iv) otherwise interfered with VeriSign's business, while  
26 allowing other registries for competitive TLDs, as well as other members of  
27 ICANN's various constituent groups which are competitors of VeriSign, to  
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1 offer similar services without any interference, restriction or attempted  
2 regulation by ICANN.

3 • Commencing in or about 2001, and continuing to the present time,  
4 ICANN has regulated, and attempted to regulate, VeriSign's marketing  
5 practices and other facets of its business operations that are not governed by  
6 the 2001 .com Registry Agreement and that ICANN is without any contractual  
7 right or other legal basis to control.

8 • Despite its obligation in the 2001 .com Registry Agreement,  
9 ICANN has failed to enter into registry agreements similar to the 2001 .com  
10 Registry Agreement, and even to make a serious or good faith effort to enter  
11 into such registry agreements, with more than a small handful of competing  
12 ccTLD registries. Even as to those few ccTLD registries that do have  
13 agreements with ICANN, their agreements are not similar and do not contain  
14 the same provisions under which ICANN claims a purported right to prohibit  
15 or restrict services offered by VeriSign. These competing ccTLD registries are  
16 consequently able to offer similar services to those VeriSign wants to offer,  
17 and others, without any interference, prohibition, restriction or attempted  
18 regulation by ICANN.

19 • Throughout the term of the 2001 .com Registry Agreement, and  
20 contrary to the express provisions thereof, ICANN has failed to exercise its  
21 responsibilities with respect to VeriSign and the .com gTLD registry in an open  
22 and transparent manner; has failed to establish any meaningful, adequate, and  
23 independent review policies and appeal procedures; and has applied its  
24 standards, policies, procedures, and practices arbitrarily, inequitably, and in  
25 bad faith, and repeatedly and unjustifiably singled VeriSign out for disparate  
26 treatment.

1           116. ICANN threatens to persist, throughout the remaining term of the 2001  
2 .com Registry Agreement, in the foregoing or similar conduct constituting breaches  
3 of the agreement, thereby increasing and exacerbating VeriSign's injuries and losses.

4           117. VeriSign has suffered, and will continue to suffer, substantial injuries  
5 and losses as a proximate result of the breaches and other conduct of ICANN averred  
6 herein, including, without limitation, losses of revenues from third-parties, profits,  
7 market share, reputation, and good will.

8           118. VeriSign has no adequate legal remedy against ICANN to obtain full  
9 compensation or other monetary redress for its injuries and losses in that, among  
10 other things: (i) ICANN is interfering with the business of VeriSign and injuring its  
11 reputation; (ii) ICANN has insufficient assets to compensate VeriSign for its losses;  
12 (iii) some of VeriSign's injuries and losses may be difficult to calculate precisely in  
13 dollar terms; and (iv) the 2001 .com Registry Agreement purports to limit ICANN's  
14 liability for damages in the event of a breach of the agreement to only a fraction of  
15 VeriSign's actual injuries and losses, which limitation may be applicable to certain of  
16 the injuries alleged herein.

17           119. The 2001 .com Registry Agreement provides and contemplates that  
18 VeriSign can obtain a decree of specific performance and other equitable relief for a  
19 breach of the agreement.

20           120. Accordingly, VeriSign is entitled to a judicial decree of specific  
21 performance commanding and compelling ICANN to perform fully the terms and  
22 conditions of the 2001 .com Registry Agreement, including, without limitation: (i) to  
23 abide the definition of Registry Services in the agreement; (ii) to comply with and  
24 adhere to the limits on its exercise of authority provided by the agreement; (iii) to  
25 apply its standards, policies, procedures, and practices in a fair, non-arbitrary,  
26 reasonable, and equitable fashion with respect to VeriSign; (iv) to promote and  
27 encourage robust competition in the operation of TLD registries and other services  
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1 associated with domain name registration; (v) to exercise its responsibilities with  
2 respect to VeriSign and the .com gTLD registry in an open and transparent manner;  
3 (vi) to establish meaningful, adequate, and independent review policies and appeal  
4 procedures; and (vii) to take all reasonable steps to enter into registry agreements  
5 similar to the 2001 .com Registry with competing ccTLD registries.

6 121. VeriSign is also entitled to preliminary and permanent injunctive relief  
7 prohibiting ICANN, its officers, directors, employees, agents, and others acting in  
8 concert or in association with it, from directly or indirectly taking any action, or  
9 engaging in any conduct: (i) to restrict, regulate, interfere with, or exercise control  
10 over the offering, introduction, or performance of any services by VeriSign (or its  
11 affiliates) to consumers that are not Registry Services within the meaning of the 2001  
12 .com Registry Agreement; (ii) to delay or impede the introduction of any new  
13 services by VeriSign (or its affiliates) that are not Registry Services within the  
14 meaning of the 2001 .com Registry Agreement, to impose conditions on the  
15 introduction of such services, or to restrict or regulate the prices VeriSign may charge  
16 consumers for any services that are not Registry Services within the meaning of the  
17 2001 .com Registry Agreement; (iii) to control, regulate, or limit, or attempt to  
18 control, regulate, or limit, VeriSign's marketing practices and other business conduct  
19 that is not governed by the 2001 .com Registry Agreement or otherwise subject to  
20 ICANN's authority; (iv) to apply its standards, policies, procedures, and practices in  
21 an arbitrary, unjustifiable, and inequitable fashion with respect to VeriSign, or to  
22 single out VeriSign for disparate treatment, not justified by any substantial and  
23 reasonable cause; and (v) to unreasonably restrain competition for the operation of  
24 TLD registries and for services that may be offered by VeriSign.

1 **SIXTH CLAIM FOR RELIEF**

2 **FOR DAMAGES FOR BREACH OF CONTRACT**

3 122. Plaintiff repeats and realleges the averments contained in paragraphs 1  
4 through 121 above as though fully set forth herein.

5 123. VeriSign has duly and properly performed, and is continuing duly and  
6 properly to perform, all of its obligations under the 2001 .com Registry Agreement,  
7 except those obligations it has been prevented or excused from performing as a result  
8 of ICANN's breaches and other misconduct averred in this Complaint.

9 124. ICANN has materially breached its obligations to VeriSign under and in  
10 connection with the 2001 .com Registry Agreement, including covenants of good  
11 faith and fair dealing therein, in that, among other conduct:

12 • Commencing in or about 2002, and continuing to the present time,  
13 ICANN has repudiated the restrictions on the scope of Registry Services in its  
14 conduct under the 2001 .com Registry Agreement and, without any contractual  
15 right or other legal basis therefor, has acted in such a manner as to delay and  
16 impede the introduction of beneficial new value-added services by VeriSign, to  
17 impose conditions on the introduction of such new services, and to restrict and  
18 regulate the prices of those services, including, without limitation, the services  
19 alleged above.

20 • Commencing in or about 2002, and continuing to the present time,  
21 ICANN has applied its standards, policies, procedures, and practices in an  
22 arbitrary, unjustifiable, and inequitable fashion with respect to VeriSign, and  
23 has singled out VeriSign for disparate treatment, not justified by any  
24 substantial and reasonable cause, in violation of the 2001 .com Registry  
25 Agreement, in that ICANN has, among other conduct: (i) delayed and impeded  
26 the introduction of beneficial new services by VeriSign; (ii) placed conditions  
27 on the offering of such services; (iii) restricted and regulated the prices of those  
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1 services; and (iv) otherwise interfered with VeriSign's business, while allowing  
2 other registries for competitive TLDs, as well as members of ICANN's various  
3 constituent groups which are competitors of VeriSign, to offer similar services  
4 to consumers without any interference, restriction, or attempted regulation by  
5 ICANN.

6 • Commencing in or about 2002, and continuing to the present time,  
7 ICANN has ignored its obligation under the 2001 .com Registry Agreement to  
8 promote and encourage robust competition and, instead, has unreasonably  
9 restrained competition, in violation of the agreement, in that ICANN has,  
10 among other conduct: (i) delayed and impeded the introduction of beneficial  
11 new value-added services by VeriSign; (ii) placed conditions on the  
12 introduction of such new services; (iii) restricted and regulated the prices of  
13 those services; and (iv) otherwise interfered with VeriSign's business, while  
14 allowing other registries for competitive TLDs, as well as other members of  
15 ICANN's various constituent groups which are competitors of VeriSign, to  
16 offer similar services without any interference, restriction or attempted  
17 regulation by ICANN.

18 • Commencing in or about 2001, and continuing to the present time,  
19 ICANN has regulated, and attempted to regulate, VeriSign's marketing  
20 practices and other facets of its business operations that are not governed by  
21 the 2001 .com Registry Agreement and that ICANN is without any contractual  
22 right or other legal basis to control.

23 • Despite its obligation in the 2001 .com Registry Agreement,  
24 ICANN has failed to enter into registry agreements similar to the 2001 .com  
25 Registry Agreement, and even to make a serious or good faith effort to enter  
26 into such registry agreements, with more than a small handful of competing  
27 ccTLD registries. Even as to those few ccTLD registries that do have  
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1 agreements with ICANN, their agreements are not similar and do not contain  
2 the same provisions under which ICANN claims a purported right to prohibit  
3 or restrict services offered by VeriSign. These competing ccTLD registries are  
4 consequently able to offer similar services to those VeriSign wants to offer,  
5 and others, without any interference, prohibition, restriction or attempted  
6 regulation by ICANN.

7 • Throughout the term of the 2001 .com Registry Agreement, and  
8 contrary to the express provisions thereof, ICANN has failed to exercise its  
9 responsibilities with respect to VeriSign and the .com gTLD registry in an open  
10 and transparent manner; has failed to establish any meaningful, adequate, and  
11 independent review policies and appeal procedures; and has applied its  
12 standards, policies, procedures, and practices arbitrarily, inequitably, and in  
13 bad faith, and repeatedly and unjustifiably singled VeriSign out for disparate  
14 treatment.

15 125. VeriSign has suffered, and will continue to suffer, substantial injuries  
16 and losses as a proximate result of the breaches of contract and other conduct of  
17 ICANN averred herein, including, without limitation, losses of revenues from third-  
18 parties, profits, market share, reputation, and good will.

19 126. VeriSign is entitled to an award of monetary damages therefor from  
20 ICANN, according to proof at trial.

21 **SEVENTH CLAIM FOR RELIEF**  
22 **FOR DECLARATORY JUDGMENT**

23 127. Plaintiff repeats and realleges the averments contained in paragraphs 1  
24 through 126 above as though fully set forth herein.

25 128. An actual and justiciable controversy has arisen, and now exists,  
26 between VeriSign and ICANN with respect to the interpretation of essential terms of  
27 the 2001 .com Registry Agreement and the application of those terms, if any, to a  
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1 continuing series of new value-added services VeriSign desires, now or in the future,  
2 to offer to consumers during the remaining term of the agreement, including, without  
3 limitation, Site Finder, ConsoliDate, WLS and IDN.

4 129. More particularly, VeriSign contends:

5 • Registry Services as used in the 2001 .com Registry Agreement  
6 means and is limited to (i) those services expressly identified in the paragraph  
7 I(9) of the 2001 .com Registry Agreement and subject to the specifications and  
8 functionality set forth in Exhibits “C” and “D” to the agreement; and (ii) those  
9 services required by Consensus Policies duly and formally adopted pursuant to  
10 paragraph I(1) of the Registry Agreement.

11 • Site Finder, ConsoliDate, WLS and IDN are not Registry Services  
12 and, therefore, are not subject to the terms or restrictions of the 2001 .com  
13 Registry Agreement.

14 • ICANN has no legal or contractual right, directly or indirectly, to  
15 interfere with, restrict, regulate, or control, the introduction, offering or  
16 performance by VeriSign now or in the future of any services that are not  
17 Registry Services, including, without limitation, Site Finder, ConsoliDate,  
18 WLS and IDN, or to impose conditions on the introduction of such services, or  
19 to set or limit the prices VeriSign may charge or the conditions under which it  
20 may offer such services to consumers, or to regulate VeriSign’s marketing  
21 practices.

22 • As a result of ICANN’s failure to enter into registry agreements  
23 similar to the 2001 .com Registry Agreement with any competing ccTLD  
24 registries (and any agreements with only approximately ten of the 240  
25 competing ccTLD registries), VeriSign has a right under the 2001 .com  
26 Registry Agreement to terminate the agreement with the approval of the  
27 Department of Commerce.  
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- 1           • ICANN has failed to exercise its responsibilities with respect to
- 2 VeriSign and the .com gTLD registry in an open and transparent manner.
- 3           • ICANN has failed to establish any meaningful, adequate, and
- 4 independent review policies and appeal procedures.
- 5           • ICANN's issuance of the Suspension Ultimatum regarding Site
- 6 Finder is baseless and wrongful.

7           130. ICANN has expressly and openly denied, or does deny, each of these  
8 contentions by VeriSign and contends the opposite.

9           131. VeriSign and ICANN are bound to perform under the 2001 .com  
10 Registry Agreement for at least another 4 years.

11           132. If VeriSign relies on its interpretation of the 2001 .com Registry  
12 Agreement and proceeds to offer new services to consumers without ICANN's  
13 approval, over its asserted objections, or in a manner inconsistent with pricing and  
14 other conditions and limitations ICANN has imposed or threatens to impose, as  
15 VeriSign believes it has an absolute legal and contractual right to do, VeriSign risks  
16 ICANN's declaring it to be in breach of the 2001 .com Registry Agreement and/or  
17 attempting to terminate the agreement prematurely, with resulting losses of revenue  
18 from third-parties, profits, extension rights, reputation, and good will.

19           133. Alternatively, were VeriSign to defer offering such services to the public  
20 during the effective period of the 2001 .com Registry Agreement, or to modify such  
21 services due to ICANN's conduct and threats, VeriSign will suffer irreparable losses  
22 of revenue from third-parties, profits, market share, competitive position, reputation,  
23 and good will. Furthermore, millions of Internet users will be deprived of the  
24 improved functionality and quality of VeriSign's services.

25           134. In either event, for the reasons averred in paragraphs 117-118 above,  
26 among others, VeriSign has and will have no adequate legal remedy against ICANN

1 for any of these losses. VeriSign is therefore in need of immediate declaratory relief  
2 from the Court consistent with its contentions set forth above.

3 WHEREFORE Plaintiff prays for entry of judgment against Defendant as  
4 follows:

5 A. On the First Claim for Relief:

6 1. For an award of three times the damages it has sustained as a  
7 result of ICANN's antitrust violations, as provided by Section 4 of the Clayton Act,  
8 15 U.S.C. § 15, including damages sustained during the pendency of this litigation  
9 and to be sustained in the future, according to proof.

10 2. For entry of a final and binding judicial declaration determining  
11 and adjudicating that ICANN's collective action in restricting the price, terms,  
12 conditions and timing on which VeriSign may offer services violates Section 1 of the  
13 Sherman Act, 15 U.S.C. § 1.

14 3. For entry of a preliminary and permanent injunction prohibiting  
15 ICANN, its officers, directors, employees, agents, and others acting in concert or in  
16 association with it, from directly or indirectly continuing to violate Section 1 of the  
17 Sherman Act, 15 U.S.C. § 1, through collective action in restricting the price, terms,  
18 conditions, and timing on which VeriSign may offer services.

19 4. For its reasonable attorneys' fees, as provided by Section 4 of the  
20 Clayton Act, 15 U.S.C. § 15.

21 B. On the Second Claim for Relief:

22 1. For entry of a preliminary and permanent injunction prohibiting  
23 ICANN, its officers, directors, employees, agents, and others acting in concert or in  
24 association with it, from directly or indirectly taking any action, or engaging in any  
25 conduct, to promote, effectuate, or enforce its Suspension Ultimatum with respect to  
26 Site Finder or otherwise to interfere with, limit, restrict, impede, or delay the  
27 implementation and operation of Site Finder.

1                   2.     For its reasonable attorneys' fees pursuant to contract.

2           C.     On the Third Claim for Relief:

3                   1.     For an award of monetary damages, according to proof.

4                   2.     For its reasonable attorneys' fees pursuant to contract.

5           D.     On the Fourth Claim for Relief:

6                   1.     For an award of monetary damages, according to proof.

7                   2.     For an award of punitive or exemplary damages.

8           E.     On the Fifth Claim for Relief:

9                   1.     For entry of a judicial decree of specific performance

10 commanding and compelling ICANN to perform fully the terms and conditions of the  
11 2001 .com Registry Agreement, including, without limitation: (i) to abide by the  
12 definition of Registry Services in the agreement; (ii) to comply with and adhere to the  
13 limits on its exercise of authority provided by the agreement; (iii) to apply its  
14 standards, policies, procedures, and practices in a fair, reasonable, and equitable  
15 fashion with respect to VeriSign; (iv) to promote and encourage robust competition in  
16 the operation of TLD registries and other services associated with domain name  
17 registration; (v) to exercise its responsibilities with respect to VeriSign and the .com  
18 gTLD registry in an open and transparent manner; (vi) to establish meaningful,  
19 adequate, and independent review policies and appeal procedures; and (vii) to take all  
20 reasonable steps to enter into registry agreements similar to the 2001 .com Registry  
21 with competing ccTLD registries.

22                   2.     For entry of a preliminary and permanent injunction prohibiting

23 ICANN, its officers, directors, employees, agents, and others acting in concert or in  
24 association with it, from directly or indirectly taking any action, or engaging in any  
25 conduct: (i) to restrict, regulate, interfere with, or exercise control over the offering,  
26 introduction, or performance of any services by VeriSign (or its affiliates) to  
27 consumers that are not Registry Services within the meaning of the 2001 .com  
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1 Registry Agreement; (ii) to delay or impede the introduction of any new services by  
2 VeriSign (or its affiliates) that are not Registry Services within the meaning of the  
3 2001 .com Registry Agreement, to impose conditions on the introduction of such  
4 services, or to restrict or regulate the prices VeriSign may charge consumers for any  
5 services that are not Registry Services within the meaning of the 2001 .com Registry  
6 Agreement; (iii) to control, regulate, or limit, or attempt to control, regulate, or limit,  
7 VeriSign's marketing practices and other business conduct that is not governed by the  
8 2001 .com Registry Agreement or otherwise subject to ICANN's authority; (iv) to  
9 apply its standards, policies, procedures, and practices in an arbitrary, unjustifiable,  
10 and inequitable fashion with respect to VeriSign, or to single out VeriSign for  
11 disparate treatment, not justified by any substantial and reasonable cause; and (v) to  
12 unreasonably restrain competition for the operation of TLD registries and for services  
13 that may be offered by VeriSign.

14 F. On the Sixth Claim for Relief

- 15 1. For an award of monetary damages, according to proof.

16 G. On the Seventh Claim for Relief:

- 17 1. For entry of a final and binding judicial declaration determining  
18 and adjudicating each and all of VeriSign's contentions as set forth in paragraph 129  
19 above.

20 H. On All Claims for Relief:

- 21 1. For its costs of suit incurred herein.  
22 2. For such further relief as is just and proper.

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DATED: February \_\_\_\_, 2004

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