

# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

**CIVIL MINUTES - GENERAL**

<b>Case No.</b>	CV-16-00862-RGK (JCx)	<b>Date</b>	October 19, 2016
<b>Title</b>	<i>DotConnectAfrica Trust v. Internet Corporation for Assigned Names and Numbers</i>		

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<b>Present: The Honorable</b>	R. GARY KLAUSNER, U.S. DISTRICT JUDGE
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Sharon L. Williams (Not Present)	Not Reported	N/A
Deputy Clerk	Court Reporter / Recorder	Tape No.

Attorneys Present for Plaintiffs:

Not Present

Attorneys Present for Defendants:

Not Present

**Proceedings:**            **(IN CHAMBERS) Order re: ZA Central Registry’s Motion to Intervene (DE 122)**

## **I. INTRODUCTION**

On February 26, 2016, Plaintiff DotConnectAfrica Trust (“DCA”) filed a First Amended Complaint against Defendants Internet Corporation for Assigned Names and Numbers (“ICANN”), and ZA Central Registry (“ZACR”). Plaintiff alleges the following claims: (1) Breach of Contract; (2) Intentional Misrepresentation; (3) Negligent Misrepresentation; (4) Fraud & Conspiracy to Commit Fraud; (5) Unfair Competition (Violation of Cal. Bus. & Prof. Code §17200); (6) Negligence; (7) Intentional Interference with Contract; (8) Confirmation of IRP Award; (9) Declaratory Relief (that ICANN follow the IRP Declaration and allow the DCA application to proceed through the delegation phase of the application process); (10) Declaratory Relief (that the Registry Agreement between ZACR and ICANN be declared null and void and that ZACR’s application does not meet ICANN standards); and (11) Declaratory Relief (that the covenant not to sue is unenforceable, unconscionable, procured by fraud and/or void as a matter of law and public policy).

On June 14, 2016, the Court granted ZACR’s Motion to Dismiss as to all claims alleged against ZACR in its entirety, thereby extinguishing ZACR as a party to the action.

Currently before the Court is ZACR’s Motion to Intervene as a matter of right under Rule 24(a) or permissively under Rule 24(b). For the following reasons, the Court **GRANTS** in part the motion.

## II. FACTUAL BACKGROUND

On February 26, 2016, DCA filed a First Amended Complaint against Defendants. The action arises out of a dispute involving the delegation of rights related to the .Africa top-level domain.

Defendant ICANN is the sole organization worldwide that assigns rights to Generic Top-level Domains (“gTLDs”). In 2011, ICANN approved the expansion of the number of gTLDs available to eligible applicants as part of its 2012 Generic Top-Level Domains Internet Expansion Program. ICANN invited eligible parties to submit applications to obtain the rights to these various gTLDs. In March 2012, DCA submitted an application to ICANN to obtain the rights to the .Africa gTLD. DCA paid ICANN the mandatory application fee of \$185,000. On February 17, 2014, ZACR also submitted an application for .Africa.

In October 2012, DCA challenged ICANN’s processing of its application and response to an independent review conducted at DCA’s request. DCA alleges that instead of allowing DCA’s application to proceed through the delegation phase as mandated by the review panel, ICANN restarted DCA’s application from the beginning. In February 2016, ICANN denied DCA’s application. Shortly thereafter, ICANN began the processing of delegating .Africa to ZACR.

On March 4, 2016, the Court granted DCA’s Ex Parte Application for TRO, enjoining ICANN from issuing the .Africa top-level domain until the Court decided DCA’s Motion for Preliminary Injunction. On April 12, 2016, the Court granted DCA’s Motion for Preliminary Injunction, keeping the injunction in place until resolution of the action.

On April 26, 2016, ZACR filed a Motion to Dismiss on all claims asserted against it. On May 6, 2016, ZACR filed a Motion for Reconsideration regarding the Court’s Order re Preliminary Injunction. ICANN joined the motion on May 10, 2016. On June 14, 2016, the Court granted ZACR’s Motion to Dismiss in its entirety, thereby extinguishing ZACR as a party to the action. On June 20, 2016, the Court denied as moot ZACR’s Motion for Reconsideration, and addressed the motion only as it pertained to ICANN. The Court denied ICANN’s Motion for Reconsideration.

## III. JUDICIAL STANDARD

Two types of intervention are available under Rule 24: (a) intervention of right, and (b) permissive intervention. Fed. R. Civ. P. 24(a)–(b). Intervention of right is governed by Rule 24(a), which states that on timely motion, the court must permit anyone to intervene who:

Claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant’s ability to protect its interest, unless existing parties adequately represent that interest.

Fed. R. Civ. P. 24(a)(2). Permissive intervention under Rule 24(b) gives the Court the discretion to grant intervention if a party has a claim or defense that shares a common question of law or fact with the main action, as long as intervention will not unduly delay or prejudice the existing parties. *See* Fed. R. Civ. P. 24(b).

A court deciding a motion to intervene must accept as true all non-conclusory allegations in the motion. *Sw. Ctr. For Biological Diversity v. Berg*, 268 F.3d 810, 820 (9th Cir. 2001). Proposed intervenors, however, bear the burden of establishing that the requirements of Rule 24 are satisfied. *Petrol Stops Nw. v. Cont’l Oil Co.*, 647 F.2d 1005, 1010 n.5 (9th Cir. 1981).

## VI. DISCUSSION

In its Complaint, DCA asserts claims for Declaratory Relief. The Ninth Claim seeks a declaration that ICANN follow the IRP Declaration and allow the DCA application to proceed through the delegation phase of the application process. The Tenth Claim seeks a declaration that the agreement delegating .Africa rights to ZACR is null and void. ZACR moves to intervene as to both of these claims as a matter of right under Rule 24(a), or alternatively, for permissive intervention under Rule 24(b).

### A. Intervention

Based on Rule 24(a), the Ninth Circuit has outlined four requirements for intervention of right. The applicant must: (1) file a timely application, (2) possess a “significantly protectable” interest relating to the property or transaction that is the subject of the action, (3) be so situated that the disposition of the action may as a practical matter impair or impede its ability to protect that interest, and (4) be inadequately represented by existing parties. *California ex rel. Lockyear v. United States*, 450 F.3d 436, 441 (9th Cir. 2006) (citing *Sierra Club v. E.P.A.*, 995 F.3d 1478, 1481 (9th Cir. 1993)).

As to the first requirement, the Court finds that ZACR’s motion to intervene is timely. The case is still in the early stages. Discovery has just begun, and no depositions have been taken. Trial is not scheduled until February 2017. Further, there is no evidence of undue delay. ZACR brought the present motion not long after dismissal from the case and after appealing the Court’s preliminary injunction and reconsideration orders in June. In addition, ICANN and DCA do not oppose ZACR’s motion to intervene, and there is no indication of prejudice to existing parties.

Regarding the second requirement, a significantly protectable interest exists if “(1) [the proposed intervenor] asserts an interest that is protected under some law, and (2) there is a ‘relationship’ between its legally protected interest and the plaintiff’s claims.” *Donnelly v. Glickman*, 159 F.3d 405, 409 (9th Cir. 1998). “An applicant generally satisfies [the second] ‘relationship’ requirement only if the resolution of the [plaintiff’s] claims *actually will affect* the applicant.” *Id.* at 410 (emphasis added). Here, the allegations show that ZACR and ICANN entered into a ten-year Registry Agreement on March 24, 2014. (ZACR’s Mem. P. & A. In Supp. Of Mot. To Intervene 7:14-15, ECF No. 122-1.) DCA’s Tenth Claim bears directly on that agreement. As such, the Court finds that ZACR possesses a significant protectable interest in the Tenth claim. As to the Ninth Claim, however, the allegations show that ZACR did not play a role in the independent review decision. The claim involves only a determination of what the IRP decision stated, whether it was mandatory, and if so, whether ICANN complied. These issues do not directly involve ZACR, and the determination of these issues do not necessarily impact ZACR’s current status with respect to its application. As such, the Court finds that ZACR does not possess a significant protectable interest as to the Ninth claim, and the inquiry of intervention as a right ends with respect to this claim.

Regarding the third requirement as it applies to the Tenth Claim, ZACR’s interest would be impaired or impeded if ZACR is not permitted to intervene. Resolution of the Tenth Claim in favor of DCA would extinguish any purported rights granted to ZACR under the Registry Agreement.

Regarding the final requirement, to determine whether adequate representation exists, courts consider (1) whether the parties will undoubtedly make all of the intervenor’s arguments; (2) whether they are capable of and willing to make such arguments; and (3) whether the intervenor would add some necessary element to the suit that would be otherwise neglected. *California v. Tahoe Reg’l Planning Agency*, 792 F.2d 775, 778 (9th Cir. 1986).

The applicant-intervenor’s burden in showing that its interest is not adequately represented is minimal, and “is satisfied if the applicant shows that representation of [its] interest ‘may be’



inadequate.” *Trbovich v. UMW*, 404 U.S. 528, 538 n.10 (1972); *California v. Tahoe Reg’l Planning Agency*, 792 F.2d 775, 778 (9th Cir. 1986). However, “[w]hen an applicant for intervention and an existing party have the same ultimate objective, a presumption of adequacy of representation arises. In such a case a compelling showing is required to demonstrate inadequate representation.” *Arakaki v. Cayetano*, 324 F.3d 1078, 1086 (9th Cir. 2003).

ZACR and ICANN both argue that ICANN engaged in no wrongdoing and properly determined that ZACR is the appropriate party for delegation of .Africa. However, their interests are not directly aligned and they do not have the same ultimate objective. ICANN’s interest in the litigation is related to its role as the nonprofit organization responsible for assigning rights to Generic Top-level Domains, and stems from defending the integrity of its application process. In contrast, ZACR’s interest is as an applicant and is limited to not disrupting ICANN’s delegation of .Africa to ZACR. As such, ZACR need only show that ICANN’s representation *may be* inadequate. It has done so. Furthermore, ZACR’s perspective as a South African nonprofit company differs materially from that of ICANN, a California nonprofit corporation, as such, ZACR may make new and additional arguments that are specific to ZACR, which ICANN may not be situated to make. The Court finds that ZACR has satisfied its burden of showing that its interest may not be adequately represented by ICANN.

Therefore, ZACR is entitled to intervene as to the Tenth Claim as a matter of right. As to the Ninth Claim, the Court in its discretion denies ZACR’s request for permissive intervention.

## **B. Subject Matter Jurisdiction**

Finding that ZACR is entitled to intervene as a matter of right, the Court now turns to determining whether there is subject matter jurisdiction over the parties. *See Allstate Ins. Co. v. Hughes*, 358 F.3d 1089, 1093 (9th Cir. 2004) (stating that “[t]he court has a continuing obligation to assess its own subject-matter jurisdiction, even if the issue is neglected by the parties.”)

“Ordinarily, when removal is proper at the outset, federal jurisdiction is not defeated by later changes or developments in the suit. But . . . an exception to this rule [is] when an indispensable party would destroy diversity.” *Takeda v. Nw. Nat’l Life Ins. Co.*, 765 F.2d 815, 819 (9th Cir. 1985). This exception applies when a nondiverse indispensable party intervenes as a matter of right under Fed. R. Civ. P. 24(a)(2). *See Mattel, Inc. v. Bryant*, 446 F.3d 1011, 1013–14 (9th Cir. 2006).

Here, the exception is significant because Plaintiff DCA and Intervenor-Defendant ZACR are both foreign citizens. *See Cheng v. Boeing Co.*, 708 F.2d 1406, 1412 (9th Cir. 1983) (holding “[d]iversity jurisdiction does not encompass foreign plaintiffs suing foreign defendants”); *Faysound, Ltd. v. United Coconut Chems., Inc.*, 878 F.2d 290, 294–95 (9th Cir. 1989) (holding the presence of citizen defendant does not save diversity jurisdiction as to alien co-defendant in action brought by alien plaintiff because diversity must be complete); *Nike, Inc. v. Comercial Iberica De Exclusivas Deportivas, S.A.*, 20 F.3d 987, 991 (9th Cir. 1994). As the Court has already found that ZACR is entitled to intervene as a matter of right, if ZACR is considered an indispensable party, ZACR’s presence would destroy complete diversity.

“A party is indispensable if in ‘equity and good conscience,’ the court should not allow the action to proceed in its absence.” *Dawavendewa v. Salt River Project Agric. Improvement & Power Dist.*, 276 F.3d 1150, 1161 (9th Cir. 2002); *see also Mattel, Inc.*, at 1013. Fed. R. Civ. P. 19(b). In the Ninth Circuit, it is well-established that “in an action to set aside a lease or a *contract*, all parties who may be affected by the determination of the action are indispensable.” *Lomayaktewa v. Hathaway*, 520 F.2d 1324, 1325 (9th Cir. 1975)(emphasis added); *see Dawavendewa* at 1157 (reaffirming “the fundamental principle outlined in *Lomayaktewa*: a party to a contract is necessary, and if not susceptible to joinder, indispensable to litigation seeking to decimate that contract”); *Northrop Corp. v. McDonnell Douglas*

*Corp.*, 705 F.2d 1030, 1044 (9th Cir. 1983) (stating that there is a correlative rule that all parties who may be affected by a suit to set aside a contract must be present). Furthermore, when applying the 19(b) factors to the specific facts of this case, the Court finds that the same general rule applies.

Therefore, the Court finds that ZACR is an indispensable party. As a nondiverse, indispensable party, ZACR destroys diversity jurisdiction, and remand of this action to state court is proper.

**VI. CONCLUSION**

For the foregoing reasons, the Court **GRANTS** ZACR's Motion to Intervene as a matter of right as to the Tenth Claim. The Court denies ZACR's motion as to the Ninth Claim. Because the Court finds that Intervenor-Defendant ZACR is an indispensable party that is not diverse from Plaintiff DCA, the Court **REMANDS** this case for lack of subject matter jurisdiction.

**IT IS SO ORDERED.**

\_\_\_\_\_ : \_\_\_\_\_  
**Initials of Preparer** \_\_\_\_\_

# **EXHIBIT B**



2700 Centennial Tower  
 101 Marietta Street  
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 888-486-4044  
 www.esquireolutions.com  
 Tax ID # 45-3463120

**Invoice INV1139954**

Date 12/27/2017 Client Number Redacted  
 Terms Net 30 Esquire Office Los Angeles  
 Due Date 1/26/2018 Proceeding Type Deposition  
 Name of Insured  
 Adjuster  
 Firm Matter/File #  
 Client VAL ID  
 Date of Loss

✓B4T

**Bill To**

Kesselman Brantly Stockinger LLP  
 1230 Rosecrans Avenue  
 Suite 690  
 Manhattan Beach CA 90266

**Services Provided For**

Kesselman Brantly Stockinger LLP - Manhattan Beach  
 Brantly, Amy  
 1230 Rosecrans Avenue  
 Suite 690  
 Manhattan Beach CA 90266

Job Date	Job ID	Job Location	Case	
12/14/2017	J0677570	Los Angeles, CALIFORNIA	DOTCONNECTAFRICA TRUST VS INTERNET CORPORATION	
Description	Deponent	Qty	Unit Rate	Amount
TRANSCRIPT - COPY-WI	Fadi Chehade	168	3.95	663.60
CONDENSED TRANSCRIPT	Fadi Chehade	1	16.00	16.00
EXHIBITS W/TABS	Fadi Chehade	145	0.50	72.50
DIGITAL TRANSCRIPT-PDF-PTX	Fadi Chehade	1	35.00	35.00
HANDLING FEE	Fadi Chehade	1	50.00	50.00
WITNESS READ & SIGN LETTER	Fadi Chehade	1	0.00	0.00

Subtotal 837.10  
 Shipping Cost (FedEx) 22.95  
 Total 860.05  
 Amount Due \$860.05

Attorney is responsible for payment of all charges incurred. Payment is due by "Due Date" shown on invoice. Failure to pay by "Due Date" may result in the assessment of a late fee. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, litigation support disk, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions. Full Terms and Conditions are viewable online at www.esquireolutions.com/invoice-terms. These stated terms and conditions, to the extent they contradict the rules and regulations in Arizona, do not apply. All aspects of this invoice and other business terms comply with the ethical obligations set forth in the AZ Code of Judicial Administration Section 7-206(J)(1)(g)(3) through (6).

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 Dallas, TX 75284-6099

Client Name Kesselman Brantly Stockinger L...  
 Client # Redacted  
 Invoice # INV1139954  
 Invoice Date 12/27/2017  
 Due Date 1/26/2018  
 Amount Due \$ 860.05



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 Tax ID # 45-3463120

## Statement

Date 1/1/2018  
 Amount Due \$860.05  
 Amount Encl.  
 Client # Redacted  
 AR Analyst Bryson, Loretta

**Bill To**  
 Kesselman Brantly Stockinger LLP  
 1230 Rosecrans Avenue  
 Suite 690  
 Manhattan Beach CA 90266

Date	Description	Case Name	Job #	Charge	Payment	Balance
01/01/12	Balance Forward					0.00
12/27/2017	Invoice #INV1139954	DOTCONNECTAFRICA TRUST VS IN...	J0677570	860.05		860.05

Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days	Amount Due
860.05	0.00	0.00	0.00	0.00	\$860.05





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**Invoice INV1286298**

Date 7/31/2018  
 Terms Net 30  
 Due Date 8/30/2018

Client Number Redacted  
 Esquire Office Los Angeles  
 Proceeding Type Deposition  
 Name of Insured  
 Adjustor  
 Firm Matter/File #  
 Client VAL ID  
 Date of Loss

**Bill To**  
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 1230 Rosecrans Avenue  
 Suite 690  
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**Services Provided For**  
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 Brantly, Amy  
 1230 Rosecrans Avenue  
 Suite 690  
 Manhattan Beach CA 90266

Job Date	Job ID	Job Location	Case	
7/24/2018	J2156675	Los Angeles, CALIFORNIA	DCA VS ICANN	
Description	Day/night	Qty	Unit Rate	Amount
TRANSCRIPT - COPY-M/T-VID-WI	Mark McFadden - Highly Confid...	29	3.95	114.55
4 DAY EXPEDITE	Mark McFadden - Highly Confid...			80.19
EXHIBITS W/TABS	Mark McFadden - Highly Confid...	68	0.50	34.00
CONDENSED TRANSCRIPT	Mark McFadden - Highly Confid...	1	16.00	16.00
DIGITAL TRANSCRIPT-PDF-PTX	Mark McFadden - Highly Confid...	1	35.00	35.00
HANDLING FEE	Mark McFadden - Highly Confid...	1	50.00	50.00
WITNESS READ & SIGN LETTER	Mark McFadden - Highly Confid...	1	0.00	0.00
TRANSCRIPT - COPY-M/T-VID-WI	Mark McFadden	390	3.95	1,540.50
4 DAY EXPEDITE	Mark McFadden			1,078.35
EXHIBITS W/TABS	Mark McFadden	782	0.50	391.00
CONDENSED TRANSCRIPT	Mark McFadden	1	16.00	16.00
DIGITAL TRANSCRIPT-PDF-PTX	Mark McFadden	1	35.00	35.00
HANDLING FEE	Mark McFadden	1	50.00	50.00
WITNESS READ & SIGN LETTER	Mark McFadden	1	0.00	0.00
EXHIBITS COLOR	Mark McFadden	32	1.95	62.40

Subtotal 3,502.99  
 Shipping Cost (FedEx) 57.50  
 Total 3,560.49  
 Amount Due \$3,560.49

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Client Name Kesselman Brantly Stockinger L...  
 Client # Redacted  
 Invoice # INV1286298  
 Invoice Date 7/31/2018  
 Due Date 8/30/2018  
 Amount Due \$ 3,560.49



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## Statement

**Date** 7/31/2018  
**Amount Due** \$3,560.49  
**Amount Encl.**  
**Client #** Redacted  
**AR Analyst** Bryson, Loretta

**Bill To**

Kesselman Brantly Stockinger LLP  
 1230 Rosecrans Avenue  
 Suite 690  
 Manhattan Beach CA 90266

Date	Description	Case Name	Job #	Charge	Payment	Balance
01/01/12	Balance Forward					0.00
7/31/2018	Invoice #INV1286298			3,560.49		3,560.49

Current	1-30 Days	31-60 Days	61-90 Days	Over 90 Days	Amount Due
3,560.49	0.00	0.00	0.00	0.00	\$3,560.49





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**Invoice INV1242295**

<b>Date</b> 5/25/2018	<b>Client Number</b> Redacted
<b>Terms</b> Net 30	<b>Esquire Office</b> Los Angeles
<b>Due Date</b> 6/24/2018	<b>Proceeding Type</b> Deposition
	<b>Name of Insured</b>
	<b>Adjuster</b>
	<b>Firm Matter/File #</b>
	<b>Client VAL ID</b>
	<b>Date of Loss</b>

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**Services Provided For**  
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 Kesselman, David W  
 1230 Rosecrans Avenue  
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Job Date	Job ID	Job Location	Case
5/9/2018	J1963443	Los Angeles, CALIFORNIA	DOTCONNECTAFRICA TRUST VS INTERNET CORPORATION

Description	Deponent	Qty	Unit Rate	Amount
TRANSCRIPT - COPY-M/T-VID-WI	Mike Silber	214	3.95	845.30
EXHIBITS W/ TABS	Mike Silber	399	0.50	199.50
EXHIBITS COLOR	Mike Silber	5	1.95	9.75
CONDENSED TRANSCRIPT	Mike Silber	1	16.00	16.00
HANDLING FEE	Mike Silber	1	50.00	50.00
WITNESS READ & SIGN LETTER	Mike Silber	1	0.00	0.00

<b>Subtotal</b>	1,120.55
<b>Shipping Cost (n/a)</b>	0.00
<b>Total</b>	1,120.55
<b>Amount Due</b>	\$1,120.55

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<b>Client Name</b>	Kesselman Brantly Stockinger L...
<b>Client #</b>	Redacted
<b>Invoice #</b>	INV1242295
<b>Invoice Date</b>	5/25/2018
<b>Due Date</b>	6/24/2018
<b>Amount Due</b>	\$ 1,120.55



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**Invoice INV1289171**

**Date** 8/3/2018  
**Terms** Net 30  
**Due Date** 9/2/2018

**Client Number** Redacted  
**Esquire Office** Los Angeles  
**Proceeding Type** Deposition  
**Name of Insured**  
**Adjuster**  
**Firm Matter/File #**  
**Client VAL ID**  
**Date of Loss**

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 Kesselman Brantly Stockinger LLP  
 1230 Rosecrans Avenue  
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**Services Provided For**  
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 Brantly, Amy  
 1230 Rosecrans Avenue  
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DATE	JOB #	JOB LOCATION	CLIENT	
7/30/2018	J2488473	Los Angeles, CALIFORNIA	DOTCONNECTAFRICA TRUST VS INTERNET CORPORATION	
Description	Page Count	Qty	Unit Rate	Amount
TRANSCRIPT - COPY-M/T-WI	Reuben E. Brigety, II	215	3.95	849.25
4 DAY EXPEDITE	Reuben E. Brigety, II			594.48
EXHIBITS W/TABS	Reuben E. Brigety, II	872	0.50	436.00
CONDENSED TRANSCRIPT	Reuben E. Brigety, II	1	16.00	16.00
DIGITAL TRANSCRIPT-PDF-PTX	Reuben E. Brigety, II	1	35.00	35.00
WITNESS READ & SIGN LETTER	Reuben E. Brigety, II	1	0.00	0.00
HANDLING FEE	Reuben E. Brigety, II	1	50.00	50.00

**Subtotal** 1,980.73  
**Shipping Cost (FedEx)** 57.50  
**Total** 2,038.23  
**Amount Due** \$2,038.23

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**Client Name** Kesselman Brantly Stockinger L...  
**Client #** Redacted  
**Invoice #** INV1289171  
**Invoice Date** 8/3/2018  
**Due Date** 9/2/2018  
**Amount Due** \$ 2,038.23



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 101 Marietta Street  
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 Tax ID # 45-3463120

**Invoice INV1150083**

Date	1/17/2018	Client Number	Redacted
Terms	Net 30	Esquire Office	Los Angeles
Due Date	2/16/2018	Proceeding Type	Deposition
		Name of Insured	
		Adjuster	
		Firm Matter/File #	
		Client VAL ID	
		Date of Loss	

**Bill To**  
 Kesselman Brantly Stockinger LLP  
 1230 Rosecrans Avenue  
 Suite 690  
 Manhattan Beach CA 90266

**Services Provided For**  
 Kesselman Brantly Stockinger LLP - Manhattan Beach  
 Brantly, Amy  
 1230 Rosecrans Avenue  
 Suite 690  
 Manhattan Beach CA 90266

Job Date	Job ID	Job Location	Case
1/12/2018	J0864477	Los Angeles, CALIFORNIA	DOTCONNECTAFRICA TRUST VS INTERNET CORPORATION

Description	Depositor	Qty	Unit Price	Amount
TRANSCRIPT - COPY-M/T-WI	Stephen D. Crocker	142	3.95	560.90
CONDENSED TRANSCRIPT	Stephen D. Crocker	1	16.00	16.00
EXHIBITS W/TABS	Stephen D. Crocker	144	0.50	72.00
DIGITAL TRANSCRIPT-PDF-PTX	Stephen D. Crocker	1	35.00	35.00
HANDLING FEE	Stephen D. Crocker	1	50.00	50.00
WITNESS READ & SIGN LETTER	Stephen D. Crocker	1	0.00	0.00

**Subtotal** 733.90  
**Shipping Cost (FedEx)** 24.95  
**Total** 758.85  
**Amount Due** \$758.85

Attorney is responsible for payment of all charges incurred. Payment is due by "Due Date" shown on invoice. Failure to pay by "Due Date" may result in the assessment of a late fee. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, litigation support disk, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions. Full Terms and Conditions are viewable online at [www.esquiredepositionsolutions.com/invoice-terms](http://www.esquiredepositionsolutions.com/invoice-terms). These stated terms and conditions, to the extent they contradict the rules and regulations in Arizona, do not apply. All aspects of this invoice and other business terms comply with the ethical obligations set forth in the AZ Code of Judicial Administration Section 7-206(j)(1)(g)(5) through (6).

Please detach and return this bottom portion with your payment or pay online at

[www.esquireconnect.com](http://www.esquireconnect.com)

**Remit to:**  
 Esquire Deposition Solutions, LLC  
 P. O. Box 846099  
 Dallas, TX 75284-6099

**Client Name** Kesselman Brantly Stockinger L...  
**Client #** Redacted  
**Invoice #** INV1150083  
**Invoice Date** 1/17/2018  
**Due Date** 2/16/2018  
**Amount Due** \$ 758.85





2700 Centennial Tower  
 101 Marietta Street  
 Atlanta GA 30303  
 888-486-4044  
 www.esquiredepositionsolutions.com  
 Tax ID # 45-3463120

**Invoice INV1074014**

Date	9/19/2017	Client Number	Redacted
Terms	Net 30	Esquire Office	Los Angeles
Due Date	10/19/2017	Proceeding Type	Deposition
		Name of Insured	
		Adjuster	
		Firm Matter/File #	
		Client Claim/Matter #	
		Date of Loss	

**Bill To**  
 Kesselman Brantly Stockinger LLP  
 1230 Rosecrans Avenue  
 Suite 690  
 Manhattan Beach CA 90266

**Services Provided For**  
 Kesselman Brantly Stockinger LLP  
 Kesselman, David W  
 1230 Rosecrans Avenue  
 Suite 690  
 Manhattan Beach CA 90266

Job Date	Job ID	Job Location	Case	
9/8/2017	J0834907	Los Angeles, CALIFORNIA	DOTCONNECTAFRICA TRUST VS INTERNET CORPORATION	
Description	Discrepancy	Qty	Unit Rate	Amount
TRANSCRIPT - COPY-WI	Trang Nguyen	236	3.95	932.20
CONDENSED TRANSCRIPT	Trang Nguyen	1	16.00	16.00
EXHIBITS W/TABS	Trang Nguyen	188	0.50	94.00
DIGITAL TRANSCRIPT-PDF-PTX	Trang Nguyen	1	35.00	35.00
HANDLING FEE	Trang Nguyen	1	50.00	50.00
WITNESS READ & SIGN LETTER	Trang Nguyen	1	0.00	0.00
EXHIBITS COLOR	Trang Nguyen	9	1.95	17.55

**Subtotal** 1,144.75  
**Shipping Cost (FedEx)** 22.95  
**Total** 1,167.70  
**Amount Due** \$1,167.70

Attorney is responsible for payment of all charges incurred. Payment is due by "Due Date" shown on invoice. Failure to pay by "Due Date" may result in the assessment of a late fee. Transcript package typically includes transcript/word index, exhibits, appearance fee, condensed transcript, litigation support disk, shipping, video charges and may include other service charges based on job or region. Some services and rates may vary by job or region. Please contact your local office for specific detail and questions. Full Terms and Conditions are viewable online at www.esquiredepositionsolutions.com/invoice-terms. These stated terms and conditions, to the extent they contradict the rules and regulations in Arizona, do not apply. All aspects of this invoice and other business terms comply with the ethical obligations set forth in the AZ Code of Judicial Administration Section 7-206(J)(1)(g)(3) through (8).

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[www.esquireconnect.com](http://www.esquireconnect.com)

**Remit to:**  
 Esquire Deposition Solutions, LLC  
 P. O. Box 846099  
 Dallas, TX 75284-8099

**Client Name** Kesselman Brantly Stockinger L...  
**Client #** Redacted  
**Invoice #** INV1074014  
**Invoice Date** 9/19/2017  
**Due Date** 10/19/2017  
**Amount Due** \$ 1,167.70

# **EXHIBIT C**

**Veritext**  
**Western Regional Headquarters**

707 Wilshire Boulevard, Suite 3500  
 Los Angeles CA 90017  
 Tel. 877-955-3855 Fax. 949-955-3854  
 Fed. Tax ID: 20-3132569



**Bill To:** David Kesselman  
 Kesselman Brantley Stockinger, LLP  
 1230 Rosecrans Avenue  
 Suite 690  
 Manhattan Beach, CA, 90266

**Invoice #:** CA2822002  
**Invoice Date:** 12/7/2016  
**Balance Due:** \$3,134.70

**Case:** Dotconnectafrica Trust v. Internet Corporation  
**Job #:** 2479429 | **Job Date:** 12/1/2016 | **Delivery:** Expedited  
**Billing Atty:** David Kesselman  
**Location:** Jones Day  
 555 S Flower St | 50th Flr | Los Angeles, CA 90071  
**Sched Atty:** Jeffrey A. LeVee, Esq | Jones Day

Witness	Description	Units	Quantity	Amount
Sophia Bekele Eshete	Certified Transcript	Page	341.00	\$2,267.65
	Exhibits	Per Page	347.00	\$225.55
	Rough Draft	Page	341.00	\$511.50
	Litigation Package	1	1.00	\$45.00
	Production & Processing	1	1.00	\$50.00
	Shipping & Handling	Package	1.00	\$35.00

**Notes:**

<b>Invoice Total:</b>	\$3,134.70
<b>Payment:</b>	\$0.00
<b>Credit:</b>	\$0.00
<b>Interest:</b>	\$0.00
<b>Balance Due:</b>	\$3,134.70

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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Please remit payment to:  
 Veritext  
 P.O. Box 71303  
 Chicago IL 60694-1303

**Invoice #:** CA2822002  
**Job #:** 2479429  
**Invoice Date:** 12/7/2016  
**Balance:** \$3,134.70

**Veritext Corp  
Western Region**

707 Wilshire Boulevard, Suite 3500  
Los Angeles CA 90017  
Tel. 877-955-3855 Fax. 949-955-3854  
Fed. Tax ID: 20-3132569



**Bill To:** David Kesselman  
Kesselman Brantfy Stockinger, LLP  
1230 Rosecrans Avenue  
Suite 690  
Manhattan Beach, CA, 90266

**Invoice #:** CA3100474  
**Invoice Date:** 9/22/2017  
**Balance Due:** \$1,480.55

<b>Case:</b>	Dotconnectafrica Trust v. Internet Corporation
<b>Job #:</b>	2695687   Job Date: 9/6/2017   Delivery: Normal
<b>Billing Atty:</b>	David Kesselman
<b>Location:</b>	Jones Day 555 S Flower St   50th Flr   Los Angeles, CA 90071
<b>Sched Atty:</b>	Amanda Pushinsky, Esq   Jones Day

Witness	Description	Units	Quantity	Amount
Sophia Bekele Eshete	Certified Transcript	Page	298.00	\$1,087.70
	Exhibits	Per Page	389.00	\$252.85
	Litigation Package	1	1.00	\$55.00
	Production & Processing	1	1.00	\$50.00
	Shipping & Handling	Package	1.00	\$35.00

<b>Notes:</b>	<b>Invoice Total:</b>	\$1,480.55
	<b>Payment:</b>	\$0.00
	<b>Credit:</b>	\$0.00
	<b>Interest:</b>	\$0.00
	<b>Balance Due:</b>	\$1,480.55

**TERMS:** Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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(American Express, Mastercard, Visa, Discover)

Please remit payment to:  
Veritext  
P.O. Box 71303  
Chicago IL 60694-1303

**Invoice #:** CA3100474  
**Job #:** 2695687  
**Invoice Date:** 9/22/2017  
**Balance:** \$1,480.55



# INVOICE

Aptus Court Reporting  
1000 Wilshire Boulevard, Suite 1900  
Los Angeles CA 90017  
Phone:866.999.8310 Fax:619.546.9152

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Job No.</b>
1046424	7/31/2018	10045389
<b>Job Date</b>	<b>Case No.</b>	
7/23/2018	BC607494	
<b>Case Name</b>		
DotConnectAfrica Trust v. Internet Corporation for Assigned Names and Numbers		
<b>Payment Terms</b>		
Due upon receipt		

David W. Kesselman  
Kesselman Brantly Stockinger LLP  
1230 Rosecrans Avenue, Suite 690  
Manhattan Beach CA 90266

1 CERTIFIED COPY OF TRANSCRIPT OF:

Sophia Bekele - PMQ  
SALES TAX

3,024.52

40.17

**TOTAL DUE >>>**

**\$3,064.69**

\*\*\*\*4 Day Expedite\*\*\*\*

Thank you, your business is greatly appreciated.

Aptus Court Reporting - CA, LLC. Customer is ultimately responsible for payment within our terms.

TO REMIT PAYMENT VIA ACH OR WIRE TRANSFER:  
APTUS COURT REPORTING CHASE BANK ACCOUNT 825514128  
WIRE PYMT RTE # 021000021 ACH PYMT RTE # 322271627

Tax ID: 27-4460942

Phone: 310.307.4555 Fax:

*Please detach bottom portion and return with payment.*

David W. Kesselman  
Kesselman Brantly Stockinger LLP  
1230 Rosecrans Avenue, Suite 690  
Manhattan Beach CA 90266

Job No. : 10045389 BU ID : AptusLA  
Case No. : BC607494  
Case Name : DotConnectAfrica Trust v. Internet Corporation  
for Assigned Names and Numbers  
Invoice No. : 1046424 Invoice Date : 7/31/2018  
**Total Due : \$ 3,064.69**

Remit To: **Aptus Court Reporting**  
**600 West Broadway, Suite 300**  
**San Diego CA 92101**

**PAYMENT WITH CREDIT CARD**



Cardholder's Name: \_\_\_\_\_  
Card Number: \_\_\_\_\_  
Exp. Date: \_\_\_\_\_ Phone#: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Card Security Code: \_\_\_\_\_  
Amount to Charge: \_\_\_\_\_  
Cardholder's Signature: \_\_\_\_\_  
Email: \_\_\_\_\_

# INVOICE

Aptus Court Reporting  
 1000 Wilshire Boulevard, Suite 1900  
 Los Angeles CA 90017  
 Phone:866.999.8310 Fax:619.546.9152

David W. Kesselman  
 Kesselman Brantly Stockinger LLP  
 1230 Rosecrans Avenue, Suite 690  
 Manhattan Beach CA 90266

<b>Invoice No.</b>	<b>Invoice Date</b>	<b>Job No.</b>
1042580	4/19/2018	10041420
<b>Job Date</b>	<b>Case No.</b>	
4/4/2018	BC607494	
<b>Case Name</b>		
DotConnectAfrica Trust v. Internet Corporation for Assigned Names and Numbers		
<b>Payment Terms</b>		
Due upon receipt		

**1 CERTIFIED COPY OF TRANSCRIPT OF:**

Erastus J.O. Mwencha  
 SALES TAX

675.60  
 12.02

**TOTAL DUE >>> \$687.62**

Thank you, your business is greatly appreciated.

Aptus Court Reporting - CA, LLC. Customer is ultimately responsible for payment within our terms.

TO REMIT PAYMENT VIA ACH OR WIRE TRANSFER:  
 APTUS COURT REPORTING CHASE BANK ACCOUNT 825514128  
 WIRE PYMT RTE # 021000021 ACH PYMT RTE # 322271627

(-) Payments/Credits: 0.00  
 (+) Finance Charges/Debits: 0.00  
**(=) New Balance: 687.62**

**Tax ID:** 27-4460942

Phone: 310.307.4555 Fax:

*Please detach bottom portion and return with payment.*

David W. Kesselman  
 Kesselman Brantly Stockinger LLP  
 1230 Rosecrans Avenue, Suite 690  
 Manhattan Beach CA 90266

Job No. : 10041420 BU ID : AptusLA  
 Case No. : BC607494  
 Case Name : DotConnectAfrica Trust v. Internet Corporation  
 for Assigned Names and Numbers  
 Invoice No. : 1042580 Invoice Date : 4/19/2018  
**Total Due : \$687.62**

Remit To: **Aptus Court Reporting**  
**600 West Broadway, Suite 300**  
**San Diego CA 92101**

<b>PAYMENT WITH CREDIT CARD</b>		
Cardholder's Name:		_____
Card Number:		_____
Exp. Date:	Phone#:	_____
Billing Address:		_____
Zip:	Card Security Code:	_____
Amount to Charge:		_____
Cardholder's Signature:		_____
Email:		_____

# **EXHIBIT D**

1 David W. Kesselman (SBN 203838)  
*dkesselman@kbslaw.com*  
2 Amy T. Brantly (SBN 210893)  
*abrantly@kbslaw.com*  
3 Kara D. McDonald (SBN 225540)  
*kmcdonald@kbslaw.com*  
4 KESSELMAN BRANTLY STOCKINGER LLP  
5 1230 Rosecrans Ave., Suite 690  
6 Manhattan Beach, CA 90266  
7 Telephone: (310) 307-4555  
8 Facsimile: (310) 307-4570  
*Attorneys for Intervenor*  
9 **ZA Central Registry, NPC**

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF LOS ANGELES – CENTRAL**

12 DOTCONNECTAFRICA TRUST, a  
13 Mauritius Charitable Trust,

14  
15 Plaintiff,

16 v.

17 INTERNET CORPORATION FOR  
18 ASSIGNED NAMES AND NUMBERS, a  
19 California corporation; ZA Central Registry,  
20 a South African non-profit company; and  
21 DOES 1 through 50, inclusive,

22 Defendants.

CASE NO. BC607494

Assigned to Hon. Howard L. Halm, Dept. 53

**INTERVENOR ZA CENTRAL REGISTRY  
NPC'S DEPOSITION DESIGNATIONS**

FSC Date: August 14, 2018

Time: 8:30 a.m.

Dept.: 53

Complaint Filed: January 20, 2016

Jury Trial Date: August 22, 2018

Time: 9:30 a.m.

1 Intervenor ZA Central Registry NPC's ("ZACR") hereby submits the following non-  
2 party deposition designations from trial:

3  
4 **DEPONENT**


5 1. Erastus J.O. Mwencha

6 **TRANSCRIPT DESIGNATIONS**

7 8:16-18; 9:8-17; 12:8-13; 13:11-15:17;  
8 15:22-24; 16:5-19:21; 20:8-23; 21:1-4;  
9 21:10-23:22; 25:16-28:23; 29:15-31:23; 33:1-  
10 10, 33:15-34:2; 34:7-37:11; 38:10-39:6;  
11 39:14-40:4; 42:10-43:8; 43:13-44:10; 44:15-  
12 16; 45:4-48:5; 48:10-25; 49:18-50:23; 51:20-  
13 21; 52:1-3; 56:2-57:24; 58:9-59:9; 60:3-  
14 61:12; 62:16-63:3; 63:14-21; 65:23-66:11;  
15 73:5-11; 74:3-22; 77:22-78:7; 82:16-25;  
16 84:6-12; 88:4-13; 88-22-23; 89:1-9; 89:11-  
17 21; 96:21-22; 96:25-97:9; 97:17-98:10

18 DATED: July 25, 2018

KESSELMAN BRANTLY STOCKINGER LLP

19  
20 By:   
21 David W. Kesselman  
22 Amy T. Brantly  
23 Kara D. McDonald

24 *Attorneys for Intervenor*  
25 ZA Central Registry, NPC



1 **PROOF OF SERVICE**

2 *Dotconnectafrica Trust v. ICANN, et al.*  
3 Los Angeles Superior Court, Central District Case No. BC607494

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

5 At the time of service, I was over 18 years of age and not a party to this action. I am  
6 employed in the County of Los Angeles, State of California. My business address is 1230  
7 Rosecrans Avenue, Suite 690, Manhattan Beach, California 90266.

8 On July 25, 2018, I served a copy of the document described as **ZA CENTRAL  
9 REGISTRY, NPC'S DEPOSITION DESIGNATIONS** on the interested parties in this action  
10 as follows:

11 Ethan J. Brown, Esq.  
12 Sara C. Colón, Esq.  
13 Rowennakete P. Barnes, Esq.  
14 BROWN NERI SMITH & KHAN LLP  
15 11601 Wilshire Blvd., Ste. 2080  
16 Los Angeles, CA 90025

*Attorneys for Plaintiff*  
DOTCONNECTAFRICA TRUST

17 Email addresses: *ethan@bnsklaw.com*  
18 *sara@bnsklaw.com*  
19 *kete@bnsklaw.com*

20 Jeffrey LeVee, Esq.  
21 Erin L. Burke, Esq.  
22 Amanda Pushinsky, Esq.  
23 JONES DAY  
24 555 S. Flower Street, 50<sup>th</sup> Floor  
25 Los Angeles, CA 90071

*Attorneys for Defendant*  
INTERNET CORPORATION FOR  
ASSIGNED NAMES AND  
NUMBERS

26 Email addresses: *jleee@jonesday.com*  
27 *eburke@jonesday.com*  
28 *apushinsky@jonesday.com*

**BY ELECTRONIC SERVICE:** Pursuant to agreement of the parties, I caused the document to be sent to the email addresses listed above.

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

Executed on July 25, 2018, at Manhattan Beach, California.



Melinda Quiane

# **EXHIBIT E**





Prepared For	KBS LLP DAVID KESSELMAN
REDACTED	REDACTED
Statement Closing Date	04/12/18
Days in Billing Cycle	30
Next Statement Date	05/11/18

For 24-Hour Customer Service Call:  
800-225-5935

Inquiries or Questions:  
Wells Fargo SBL PO Box 29482  
Phoenix, AZ 85038-8650

Payments:  
Payment Remittance Center PO Box 77033  
Minneapolis, MN 55480-7733

REDACTED	REDACTED
REDACTED	REDACTED

REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED

**Wells Fargo Cash Back SM Program Summary**

REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED

**Cash Back Notice**

REDACTED
REDACTED

REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED

See reverse side for important information.



DETACH HERE  
Detach and mail with check payable to "Wells Fargo" to arrive by Current Payment Due Date.

Make checks payable to: Wells Fargo

REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED
REDACTED	REDACTED

REDACTED

Print address or phone changes:  
\_\_\_\_\_  
Work ( ) \_\_\_\_\_

Amount Enclosed: \$

PAYMENT REMITTANCE CENTER YTG  
PO BOX 77033 66  
MINNEAPOLIS MN 55480-7733

KBS LLP  
DAVID KESSELMAN  
1230 ROSECRANS AVE STE 690  
MANHATTAN BEACH CA 90266-2527

**If your card is ever lost or stolen:**

Please notify us immediately by calling: 1-800-225-5935, 24 hours a day, 7 days a week.

**Questions about your statement:**

If you have a question about your statement, please write to us within 30 days after the statement was mailed to you. Please use a separate letter and include your account number and the date of the statement in question. Please refer to the front of the statement for our Inquiry mailing address.

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Visit us at [www.wellsfargo.com](http://www.wellsfargo.com)**

**Important Payment Information:**

**Payments made at a Wells Fargo branch.** When making a payment at a Wells Fargo branch you must present a separate check for each account being paid. A single check cannot be used to pay multiple accounts.

**Payments by mail.** Mail your check and the payment coupon to the Payment Remittance Center address printed on this statement. For fastest delivery, please use the enclosed window envelope. If using a single check to pay multiple accounts, we must receive a completed payment coupon for each account being paid or a list showing the full account number and amount to be credited to each account. If you are paying multiple accounts with a single check, the total of the check must equal the sum of the payments to be applied to each individual account, with at least the total minimum payment due for all accounts.

**Payments by phone.** If you are authorized to transact on the account, you may be able to initiate a payment by calling the Customer Service number listed on the front of this statement.

**Payments made using Wells Fargo Online Banking or Wells Fargo Mobile.** If you have access to the account via Wells Fargo Online Banking or Mobile you may be able to make a payment depending on your level of access.

**Automatic Payments.** You can establish automatic payments to this credit account from a Wells Fargo deposit account or any other financial institution. For enrollment information, please contact our Customer Service number listed on the front of this statement.

**Timing of payments by mail or payments made at a Wells Fargo branch.** Payments that are received by mail or in a Wells Fargo branch as of 5 p.m. on any business day will be credited as of the date of receipt. Payments we receive after 5 p.m. or on non-business days will be credited as of the next business day. Payments made at other Wells Fargo branches may not be credited for up to five business days.

**When a payment is considered late.** If your payment is received or initiated any time after the Due Date, it is considered late and your account will be subject to a late fee.

**Promotional Rates:**

All promotional rates are subject to early termination if there are late payments or other defaults. Please see sections "Default" and "Remedies" in your Cardholder Agreement.



## Pay on time, every time with Automatic Payments

Let payment due dates be the last thing you need to worry about. With Automatic Payments you can have your card payments made directly from any checking or savings accounts on the monthly due date.

**Automatic Payments is a free service that will allow you to:**



### Save time and money

Enjoy the ease of having payments automatically sent on time. There are no checks to write, no stamps to buy, no lost payments, and no potential late fees.



### Maintain your good credit

Good credit is important to your business and automatic payments help ensure your payment history reflects on-time payments to your card.



### Control your account payments

You can control or make changes to your payments anytime online whether you want to pay the balance in full or make the minimum payment to your account.

Sign on to Online Banking to enroll in **Automatic Payments:**

- Go to “Transfer and Pay”
- Select “Transfer Money” in the drop-down menu
- Select the designated accounts, frequency, and payment option
- Confirm request

---

To enroll in Business Bill Pay, you need a Wells Fargo business checking account and must sign up for free access to Wells Fargo Business Online®. Business Bill Pay is free of monthly service fees. Charges may apply for Wells Fargo Same Day Payment Service<sup>SM</sup>. Please refer to the Online Access Agreement for fees associated with our online services. Account fees (e.g., monthly service, overdraft) may apply to the Funding Account. For more information on the account fees, please refer to the account agreement you received when you opened your account.

# **EXHIBIT F**



## Receipt for Itinerary #7292762322185

Oct 15, 2017 - Oct 26, 2017

Booked Items	Cost Summary								
<p><b>Flight:</b> Los Angeles (LAX) to London (LHR) Depart: 10/15/2017 ,1 ticket</p> <p><b>Flight:</b> London (LHR) to Johannesburg (JNB) Depart: 10/16/2017 ,1 ticket</p> <p><b>Flight:</b> Johannesburg (JNB) to London (LHR) Depart: 10/25/2017 ,1 ticket</p> <p><b>Flight:</b> London (LHR) to San Francisco (SFO) Depart: 10/26/2017 ,1 ticket</p> <p>Total Protection Plan Coverage Dates: 10/15/17 - 10/26/17</p>	<p><b>Booked Date:</b> Sep 2, 2017</p> <table border="0"><tr><td><b>Traveler 1: Adult</b></td><td><b>\$5,448.36</b></td></tr><tr><td>Flight</td><td>\$3,712.00</td></tr><tr><td>Taxes &amp; Fees</td><td>\$1,736.36</td></tr><tr><td>Total Protection Plan</td><td>\$179.00</td></tr></table> <hr/> <p>Total: <b>\$5,627.36</b></p> <p>Paid: <b>\$5,627.36</b> All prices quoted in US dollars.</p>	<b>Traveler 1: Adult</b>	<b>\$5,448.36</b>	Flight	\$3,712.00	Taxes & Fees	\$1,736.36	Total Protection Plan	\$179.00
<b>Traveler 1: Adult</b>	<b>\$5,448.36</b>								
Flight	\$3,712.00								
Taxes & Fees	\$1,736.36								
Total Protection Plan	\$179.00								
<h3>Traveler Information</h3> <p><b>David Kesselman - Adult</b> Ticket # 1258651544606</p>									





## Receipt for Itinerary #7292867812354

Oct 20, 2017 - Oct 25, 2017

Booked Items	Cost Summary																
<p><b>Hotel:</b> Taj Cape Town 1 Wale Street, corner St Georges Mall, Cape Town, Western Cape8001 Check-in: 10/20/2017   Check-out: 10/25/2017, 1 room  5 nights Hotel Booking Protection Plus Coverage Dates: 10/20/17 - 10/25/17</p>	<p><b>Booked Date:</b> Sep 2, 2017</p> <table border="0"><tr><td><b>Room Price</b></td><td><b>\$1,590.14</b></td></tr><tr><td>5 nights</td><td>\$318.03 avg./night</td></tr><tr><td>Fri, Oct 20</td><td>\$291.75</td></tr><tr><td>Sat, Oct 21</td><td>\$284.02</td></tr><tr><td>Sun, Oct 22</td><td>\$299.48</td></tr><tr><td>Mon, Oct 23</td><td>\$299.48</td></tr><tr><td>Tue, Oct 24</td><td>\$415.41</td></tr><tr><td>Travel Protection</td><td>\$87.00</td></tr></table>	<b>Room Price</b>	<b>\$1,590.14</b>	5 nights	\$318.03 avg./night	Fri, Oct 20	\$291.75	Sat, Oct 21	\$284.02	Sun, Oct 22	\$299.48	Mon, Oct 23	\$299.48	Tue, Oct 24	\$415.41	Travel Protection	\$87.00
<b>Room Price</b>	<b>\$1,590.14</b>																
5 nights	\$318.03 avg./night																
Fri, Oct 20	\$291.75																
Sat, Oct 21	\$284.02																
Sun, Oct 22	\$299.48																
Mon, Oct 23	\$299.48																
Tue, Oct 24	\$415.41																
Travel Protection	\$87.00																
<p><b>Traveler Information</b></p> <p><b>David Kesselman</b> Room 1: Tower Wing, Luxury Room, 1 King Bed, City View</p>	<p>Total: <b>\$1,677.14</b> Collected by Travelocity</p> <p>Paid: <b>\$1,677.14</b> All prices quoted in USD.</p>																



# **EXHIBIT G**

1 Ethan J. Brown (SBN 218814)

[ethan@bnsklaw.com](mailto:ethan@bnsklaw.com)

2 Sara C. Colón (SBN 281514)

[sara@bnsklaw.com](mailto:sara@bnsklaw.com)

3 **BROWN NERI SMITH & KHAN LLP**

4 11766 Wilshire Boulevard, Suite 1670

Los Angeles, California 90025

5 T: (310) 593-9890

6 F: (310) 593-9980

7 *Attorneys for Plaintiff*

8 DOTCONNECTAFRICA TRUST

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES – CENTRAL**

11  
12 DOTCONNECTAFRICA TRUST, a Mauritius  
13 charitable trust,

14 Plaintiff,

15 v.

16 INTERNET CORPORATION FOR  
17 ASSIGNED NAMES AND NUMBERS, a  
18 California corporation; ZA CENTRAL  
19 REGISTRY, a South African non-profit  
company; and DOES 1 through 50, inclusive,

20 Defendants.

Case No. BC607494

**PLAINTIFF’S FIRST SET OF  
REQUESTS FOR PRODUCTION  
OF DOCUMENTS TO ZA  
CENTRAL REGISTRY**

1 PROPOUNDING PARTY: Plaintiff DOTCONNECTAFRICA TRUST

2 RESPONDING PARTY: ZA CENTRAL REGISTRY

3 Set No.: One

4  
5 Pursuant to the provisions of California Code of Civil Procedure § 2031.010 *et seq.*,  
6 Plaintiff DOTCONNECTAFRICA Trust (“DCA”) requests that ZA Central Registry (“ZACR”) produce the following documents, electronically stored information, and tangible things within  
7 ZACR’s possession custody or control, set forth in the Requests below within thirty (30) days of  
8 the date of this request.

9  
10 **INSTRUCTIONS**

11 1. ZACR is instructed to produce all DOCUMENTS that are responsive to these requests that  
12 are in ZACR’s possession, custody, or control. A DOCUMENT is in ZACR’S “possession,  
13 custody, or control” if it is in ZACR’s physical possession or if, as a practical matter, ZACR has  
14 the ability, upon request, to obtain possession of the DOCUMENT or a copy thereof from another  
15 person or entity that has physical possession of the DOCUMENT including, but not limited to,  
16 ZACR’s attorneys, agents, representatives, or employees, regardless of their location.

17 2. If any DOCUMENT or category of DOCUMENTS is not produced in full, please state  
18 with particularity the reason or reasons it is being withheld in full and describe, to the best of  
19 ZACR’s knowledge, information and belief, and with as much particularity as possible, the  
20 DOCUMENT or portions of the DOCUMENT that are not being produced.

21 3. Each DOCUMENT is to be produced as it is kept in the usual course of business, including  
22 but not limited to, all file folders, binders, notebooks, and other devices by which such  
23 DOCUMENTS may be organized or separated.

24 4. All DOCUMENTS requested must be produced (along with any draft(s) thereof) in their  
25 entirety, without abbreviation, expurgation, or redaction.

26 5. If a DOCUMENT has been prepared in several copies that are not identical, or if additional  
27 copies have been made that are no longer identical, or if original identical copies are no longer  
28 identical by reason of subsequent notation or other modification of any kind whatsoever including,

1 but not limited to, notations on the front or back of pages thereto, each non-identical copy is a  
2 separate DOCUMENT and must be produced.

3 6. When any part of a DOCUMENT is responsive to any individual request, ZACR must  
4 produce the DOCUMENT in its entirety including, but not limited to, attachments, cover,  
5 memorandum, exhibits, and appendices.

6 7. If ZACR withholds any DOCUMENT, or portion of a DOCUMENT, on the grounds that  
7 it is protected from discovery by the attorney-client privilege, work-product doctrine, or other  
8 privilege or immunity from discovery, please set forth for each DOCUMENT or a portion of a  
9 DOCUMENT withheld:

- 10 a. The place, approximate date, and manner of recording, creating or otherwise  
11 preparing the document;
- 12 b. The names and organization position, if any, of each author, send, and recipient of  
13 the DOCUMENT;
- 14 c. A general description of the subject matter of the DOCUMENT;
- 15 d. The basis of any claim of privilege; and
- 16 e. If work product is asserted, the proceeding, if any, for which the DOCUMENT was  
17 created.

18 8. For any DOCUMENT or category of DOCUMENTS that was, but no longer is, in ZACR's  
19 possession, custody, or control, please describe each such DOCUMENT as completely as possible  
20 and provide the following information:

- 21 a. The reason the DOCUMENT is no longer in ZACR's possession, custody, or  
22 control;
- 23 b. The person or entity, if any, who has possession, custody or control, or if unknown,  
24 so state;
- 25 c. If the DOCUMENT was destroyed or otherwise disposed of, state:
  - 26 i. The manner of disposal (i.e., destruction, loss, discarding or other means of  
27 disposal);
  - 28 ii. The date of disposal;

- iii. The reason for disposal;
- iv. The person authorizing disposal;
- v. The person disposing of the DOCUMENT; and
- vi. The name and address of the most recent custodian of the DOCUMENT.

9. Unless otherwise stated, each request seeks (a) DOCUMENTS dated, created, or received from January 2011 through the present; and (b) documents, whenever dated, created, or received, that refer to or concern events or facts occurring during the period from January 2011 through the present.

10. As used herein, the terms “and” as well as “or” shall be construed disjunctively as well as conjunctively as necessary in order to bring within the scope of the following requests all information which might otherwise be construed to be outside their scope. Similarly, references to the singular shall include the plural and vice versa; references to the masculine shall include references to the feminine gender and vice versa; and use of the present tense shall also be read to include the past tense and vice versa.

### **DEFINITIONS**

1. “DOCUMENTS” shall mean and refer to any writing within the meaning of CCP section 2031 and section 250 of the California Evidence Code, including but not limited to: anything in written form or that is a tangible recording or speech, sounds, pictures, words or symbols, however produced or reproduced, whether writings, papers, correspondence, memoranda, facsimile transmissions, electronic e-mail, notes, schedules, reports, compilations, computer printouts, computer disks, minutes or records of meetings, invoices, financial statements, financial calculations, diaries, jobs diaries, reports of telephone or other conversations, calendars, appointment books, photographs, videotapes, films, motion pictures, tape recordings, electronic media, and all other writings and recordings of any kind. The term “DOCUMENTS” also include any and all drafts of, amendments, or supplements to any of the foregoing, whether prepared by YOU or any other person, as well as copies of the documents that differ from the copy being produced (e.g., a different copy is one that contains handwritten notes, interlineations, underlining and the like).



1 2. "RELATE TO," "RELATED TO," or "RELATING TO" shall mean referring to,  
2 constituting, compromising, setting forth, summarizing, reflecting, stating, describing, recording,  
3 noting, embodying, mentioning, studying, discussing, or evaluating, directly or indirectly.

4 3. "DCA" shall mean and refer to Plaintiff DOTCONNECTAFRICA Trust and any  
5 representative, agents, attorneys, partners, accountants, employees, assigns or any other person or  
6 entity authorized and/or purporting to act on behalf of DCA.

7 4. "ICANN" shall mean and refer to Defendant Internet Corporation for Assigned Names and  
8 Numbers and any representative, agents, attorneys, partners, accountants, employees, assigns or  
9 any other person or entity authorized and/or purporting to act on behalf of ICANN.

10 5. "ZACR", "YOU", or "YOUR", as used herein, shall mean and refer to ZA Central Registry  
11 and any representative, agents, attorneys, partners, accountants, employees, assigns or any other  
12 person or entity authorized and/or purporting to act on behalf of ZACR, including Uniform S.A.,  
13 Sedari and .AU registry.

14 6. "COMMUNICATIONS" shall mean any oral, written, or electronic transmission of  
15 information, including, without limitation, meetings, discussions, conversations, telephone calls,  
16 memoranda, letters, e-mails, text messages, electronic communications, facsimiles, conferences,  
17 or seminars.

18 7. "GAC" shall mean ICANN's Governmental Advisory Committee and any representative,  
19 agents, attorneys, partners, accountants, employees, assigns, or any other person or entity  
20 authorized and/or purporting to act on behalf of GAC.

21 8. "ICC" shall mean InterConnect Communications and any representative, agents, attorneys,  
22 partners, accountants, employees, assigns, or any other person or entity authorized and/or  
23 purporting to act on behalf of ICC.

24 9. "UNECA" shall mean the United Nations Economic Commission for Africa and any  
25 representative, agents, attorneys, partners, accountants, employees, assigns, or any other person or  
26 entity authorized and/or purporting to act on behalf of UNECA.

1 10. "AUC" shall mean the African Union Commission and any representative, agents,  
2 attorneys, partners, accountants, employees, assigns, or any other person or entity authorized  
3 and/or purporting to act on behalf of AUC.

4 11. "IRP PROCESS" shall mean and refer to Case #502013001083 in the International  
5 Centre for Dispute Resolution between DCA and ICANN.

6 12. "PERSON" or "PERSONS" shall mean any natural person, firm, association,  
7 organization, partnership, business, trust, corporation, or public entity, or other group or  
8 combination of the foregoing acting as one.

9 13. "CLARIFYING QUESTIONS" shall mean any requests from gTLD evaluators  
10 (which may include panels overseeing Background screening, Geographic name, String similarity,  
11 DNS stability, Registry services, Technical/Operational, Financial or Community priority  
12 evaluations) during the Evaluation Period to new gTLD applications to clarify information  
13 provided or for additional information.

14 14. "GUIDEBOOK" shall mean the guidebook published in June 20, 2012 by ICANN  
15 that outlines the requirements for new gTLD applications to be approved, and the criteria by which  
16 they are evaluated.

17 **REQUESTS FOR PRODUCTION**

18 **REQUEST FOR PRODUCTION NO. 1**

19 All COMMUNICATIONS between YOU and the AUC.

20 **REQUEST FOR PRODUCTION NO. 2**

21 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
22 and the AUC RELATING TO the AUC endorsing ZACR for the .AFRICA gTLD.

23 **REQUEST FOR PRODUCTION NO. 3**

24 All DOCUMENTS, including but not limited to COMMUNICATIONS, RELATING TO  
25 any negotiations between YOU and the AUC.

26 **REQUEST FOR PRODUCTION NO. 4**

27 All DOCUMENTS, including but not limited to COMMUNICATIONS, RELATING TO  
28 any contracts between YOU and the AUC.

1 **REQUEST FOR PRODUCTION NO. 5**

2 All DOCUMENTS, including but not limited to COMMUNICATIONS, RELATING TO  
3 any agreements between YOU and the AUC.

4 **REQUEST FOR PRODUCTION NO. 6**

5 All DOCUMENTS including but not limited to COMMUNICATIONS, between YOU and  
6 the AUC RELATING TO payments made by YOU to the AUC.

7 **REQUEST FOR PRODUCTION NO. 7**

8 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
9 and the AUC RELATING TO payments made by the AUC to YOU.

10 **REQUEST FOR PRODUCTION NO. 8**

11 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
12 and the AUC RELATING TO requests for support for any ICANN initiatives

13 **REQUEST FOR PRODUCTION NO. 9**

14 All DOCUMENTS, including but not limited to COMMUNICATIONS, RELATING TO  
15 YOUR requests to the AUC for support for any ICANN initiatives.

16 **REQUEST FOR PRODUCTION NO. 10**

17 All DOCUMENTS RELATING TO YOUR requests to the AUC for endorsements for any  
18 ICANN initiatives.

19 **REQUEST FOR PRODUCTION NO. 11**

20 All DOCUMENTS which evidence, reflect, or RELATE TO COMMUNICATIONS  
21 between ZACR officials and AUC officials.

22 **REQUEST FOR PRODUCTION NO. 12**

23 All DOCUMENTS, including contracts, between YOU and the AUC.

24 **REQUEST FOR PRODUCTION NO. 13**

25 All DOCUMENTS YOU submitted during the .Africa gTLD application, including but not  
26 limited to evaluations completed by ICANN's committees, organizations, groups, panels, or  
27 commissions and their respective members, employees, and/or agents.

1 **REQUEST FOR PRODUCTION NO. 14**

2 All DOCUMENTS, including but not limited to COMMUNICATIONS, RELATED TO  
3 endorsements YOU received as an applicant for the .Africa gTLD.

4 **REQUEST FOR PRODUCTION NO. 15**

5 All DOCUMENTS, including but not limited to COMMUNICATIONS, in which YOU  
6 represent that YOU had enough qualifying endorsements from African governments to satisfy the  
7 60% threshold required pursuant to ICANN's GUIDEBOOK.

8 **REQUEST FOR PRODUCTION NO. 16**

9 All DOCUMENTS, including but not limited to COMMUNICATIONS, in which YOU  
10 represent that YOU had the requisite financial capability pursuant to ICANN's guidelines to  
11 operate as a gTLD operator.

12 **REQUEST FOR PRODUCTION NO. 17**

13 All DOCUMENTS, including but not limited to COMMUNICATIONS, which evidence,  
14 reflect, or RELATE TO why ICANN processed DCA's .Africa gTLD application before YOUR  
15 application, even though YOU received an earlier priority number in the December 2012  
16 prioritization number drawing for applications for geographic names.

17 **REQUEST FOR PRODUCTION NO. 18**

18 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
19 and ICANN which evidence, reflect, or RELATE TO whether ICANN delayed processing YOUR  
20 .Africa gTLD after DCA's, despite YOUR earlier priority number than DCA.

21 **REQUEST FOR PRODUCTION NO. 19**

22 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
23 and the GAC RELATED TO YOUR .Africa gTLD application.

24 **REQUEST FOR PRODUCTION NO. 20**

25 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
26 and the ICC RELATED TO YOUR .Africa gTLD application.

1 **REQUEST FOR PRODUCTION NO. 21**

2 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
3 and UNECA RELATED TO YOUR .Africa gTLD application.

4 **REQUEST FOR PRODUCTION NO. 22**

5 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
6 and the AUC RELATED TO YOUR .Africa gTLD application.

7 **REQUEST FOR PRODUCTION NO. 23**

8 All CLARIFYING QUESTIONS, as defined in ICANN's GUIDEBOOK, made by  
9 ICANN to YOU regarding any part of YOUR application for the .Africa gTLD.

10 **REQUEST FOR PRODUCTION NO. 24**

11 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
12 and ICANN RELATING TO DCA's application for the .Africa gTLD

13 **REQUEST FOR PRODUCTION NO. 25**

14 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
15 and the AUC RELATING TO DCA's application for the .Africa gTLD.

16 **REQUEST FOR PRODUCTION NO. 26**

17 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
18 and the AUC RELATING TO DCA's status as a community organization.

19 **REQUEST FOR PRODUCTION NO. 27**

20 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
21 and the AUC regarding DCA's status as an individual organization.

22 **REQUEST FOR PRODUCTION NO. 28**

23 All COMMUNICATIONS between YOU and the ICANN Independent Objector ("IO")  
24 regarding DCA's .Africa gTLD application.

25 **REQUEST FOR PRODUCTION NO. 29**

26 All DOCUMENTS, including but not limited to COMMUNICATIONS, which evidence,  
27 reflect, or RELATE TO YOUR knowledge of the AUC's attempt to have the .Africa gTLD  
28 added to ICANN's list of Reserved Names for New gTLDs.



1 **REQUEST FOR PRODUCTION NO. 30**

2 All DOCUMENTS, including but not limited to COMMUNICATIONS, RELATING TO  
3 YOUR knowledge of objections made to any GAC advice to ICANN regarding .Africa.

4 **REQUEST FOR PRODUCTION NO. 31**

5 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
6 and ICANN RELATED TO the IRP PROCESS dating from October 2013 to the present.

7 **REQUEST FOR PRODUCTION NO. 32**

8 All DOCUMENTS, including but not limited to COMMUNICATIONS, RELATING TO  
9 YOUR knowledge of the status of Mr. Sammy Buruchara as Kenya's GAC advisor between  
10 February and April 2013.

11 **REQUEST FOR PRODUCTION NO. 33**

12 All COMMUNICATIONS between YOU and Alice Munyua, Kenya's former GAC  
13 advisor and member of the ZACR Steering Committee.

14 **REQUEST FOR PRODUCTION NO. 34**

15 All DOCUMENTS which evidence, reflect, or RELATE TO YOUR relationship with  
16 Alice Munyua, Kenya's former GAC advisor and member of the ZACR Steering Committee,  
17 RELATING TO ICANN's .Africa gTLD.

18 **REQUEST FOR PRODUCTION NO. 35**

19 All DOCUMENTS RELATING TO ICANN's triannual meeting that occurred on March  
20 5-10, 2016, in Marrakech, Morocco and YOUR application for .Africa.

21 **REQUEST FOR PRODUCTION NO. 36**

22 All DOCUMENTS RELATING TO discussions YOU had during ICANN's triannual  
23 meeting that occurred on March 5-10, 2016, in Marrakech, Morocco regarding DCA.

24 **REQUEST FOR PRODUCTION NO. 37**

25 All DOCUMENTS RELATING TO discussions YOU had during ICANN's triannual  
26 meeting that occurred on March 5-10, 2016, in Marrakech, Morocco regarding the AUC.

1 **REQUEST FOR PRODUCTION NO. 38**

2 All DOCUMENTS RELATING TO discussions YOU had during ICANN's triannual  
3 meeting that occurred on March 5-10, 2016, in Marrakech, Morocco regarding YOU.

4 **REQUEST FOR PRODUCTION NO. 39**

5 All DOCUMENTS RELATING TO comments YOU or YOUR representatives made  
6 during ICANN's triannual meeting that occurred on March 5-10, 2016, in Marrakech, Morocco  
7 regarding .Africa.

8 **REQUEST FOR PRODUCTION NO. 40**

9 All DOCUMENTS RELATING TO comments YOU or YOUR representatives made  
10 during ICANN's triannual meeting that occurred on March 5-10, 2016, in Marrakech, Morocco  
11 regarding DCA.

12 **REQUEST FOR PRODUCTION NO. 41**

13 All DOCUMENTS RELATING TO comments YOU or YOUR representatives made  
14 during ICANN's triannual meeting that occurred on March 5-10, 2016, in Marrakech, Morocco  
15 regarding the AUC.

16 **REQUEST FOR PRODUCTION NO. 42**

17 All DOCUMENTS RELATING TO comments YOU or YOUR representatives made  
18 during ICANN's triannual meeting that occurred on March 5-10, 2016, in Marrakech, Morocco  
19 regarding YOU.

20 **REQUEST FOR PRODUCTION NO. 43**

21 All DOCUMENTS RELATING TO ICANN's triannual meeting that occurred on March  
22 5-10, 2016, in Marrakech, Morocco and YOUR application for .Africa.

23 **REQUEST FOR PRODUCTION NO. 44**

24 All DOCUMENTS RELATING TO discussions YOU had during ICANN's triannual  
25 meeting that occurred in October, 2011, in Dakar regarding DCA.

26 **REQUEST FOR PRODUCTION NO. 45**

27 All DOCUMENTS RELATING TO discussions YOU had during ICANN's triannual  
28 meeting that occurred in October, 2011, in Dakar regarding the AUC.

1 **REQUEST FOR PRODUCTION NO. 46**

2 All DOCUMENTS RELATING TO discussions YOU had during ICANN's triannual  
3 meeting that occurred in October, 2011, in Dakar regarding YOU.

4 **REQUEST FOR PRODUCTION NO. 47**

5 All DOCUMENTS RELATING TO discussions YOU had during ICANN's triannual  
6 meeting that occurred in October, 2011, in Dakar regarding .Africa.

7 **REQUEST FOR PRODUCTION NO. 48**

8 All DOCUMENTS RELATING TO comments YOU or YOUR representatives made  
9 during ICANN's triannual meeting that occurred in October, 2011, in Dakar regarding .Africa.

10 **REQUEST FOR PRODUCTION NO. 49**

11 All DOCUMENTS RELATING TO comments YOU or YOUR representatives made  
12 during ICANN's triannual meeting that occurred in October, 2011, in Dakar regarding DCA.

13 **REQUEST FOR PRODUCTION NO. 50**

14 All DOCUMENTS RELATING TO comments YOU or YOUR representatives made  
15 during ICANN's triannual meeting that occurred in October, 2011, in Dakar regarding the AUC.

16 **REQUEST FOR PRODUCTION NO.51**

17 All DOCUMENTS RELATING TO comments YOU or YOUR representatives made  
18 during ICANN's triannual meeting that occurred in October, 2011, in Dakar regarding YOU.

19 **REQUEST FOR PRODUCTION NO. 52**

20 All DOCUMENTS RELATING TO ICANN's triannual meeting that occurred in October,  
21 2011, in Dakar and YOUR application for .Africa.

22 **REQUEST FOR PRODUCTION NO. 53**

23 All DOCUMENTS RELATING TO discussions YOU had during ICANN's triannual  
24 meeting that occurred in March, 2012, in Costa Rica regarding DCA.

25 **REQUEST FOR PRODUCTION NO. 54**

26 All DOCUMENTS RELATING TO discussions YOU had during ICANN's triannual  
27 meeting that occurred in March, 2012, in Costa Rica regarding the AUC.

1 **REQUEST FOR PRODUCTION NO. 55**

2 All DOCUMENTS RELATING TO discussions YOU had during ICANN's triannual  
3 meeting that occurred in March, 2012, in Costa Rica regarding YOU.

4 **REQUEST FOR PRODUCTION NO. 56**

5 All DOCUMENTS RELATING TO comments YOU had during ICANN's triannual  
6 meeting that occurred in March, 2012, in Costa Rica regarding .Africa.

7 **REQUEST FOR PRODUCTION NO. 57**

8 All DOCUMENTS RELATING TO comments YOU or YOUR representatives made  
9 during ICANN's triannual meeting that occurred in March, 2012, in Costa Rica regarding .Africa.

10 **REQUEST FOR PRODUCTION NO. 58**

11 All DOCUMENTS RELATING TO comments YOU or YOUR representatives made  
12 during ICANN's triannual meeting that occurred in March, 2012, in Costa Rica regarding DCA.

13 **REQUEST FOR PRODUCTION NO. 59**

14 All DOCUMENTS RELATING TO comments YOU or YOUR representatives made  
15 during ICANN's triannual meeting that occurred in March, 2012, in Costa Rica regarding the  
16 AUC.

17 **REQUEST FOR PRODUCTION NO. 60**

18 All DOCUMENTS RELATING TO comments YOU or YOUR representatives made  
19 during ICANN's triannual meeting that occurred in March, 2012, in Costa Rica regarding YOU.

20 **REQUEST FOR PRODUCTION NO. 61**

21 All contracts YOU have with ICANN regarding the .Africa gTLD.

22 **REQUEST FOR PRODUCTION NO. 62**

23 All contracts YOU have with the AUC regarding the .Africa gTLD.

24 **REQUEST FOR PRODUCTION NO. 63**

25 Any registry agreement YOU have with ICANN.

26 **REQUEST FOR PRODUCTION NO. 64**

27 All DOCUMENTS, including but not limited to COMMUNICATIONS, RELATED TO  
28 any registry agreement YOU have with ICANN.

1 **REQUEST FOR PRODUCTION NO. 65**

2 All DOCUMENTS, including but not limited to COMMUNICATIONS, between YOU  
3 and Vika Mpisane regarding the .Africa gTLD.

4 **REQUEST FOR PRODUCTION NO. 66**

5 All DOCUMENTS which support YOUR alleged damages as a result of the preliminary  
6 injunction in the above captioned matter.

7 **REQUEST FOR PRODUCTION NO. 67**

8 All DOCUMENTS, including but not limited to COMMUNICATIONS, RELATED TO  
9 YOUR participation in the AUC's request for proposals regarding .Africa.

10 **REQUEST FOR PRODUCTION NO. 68**

11 All DOCUMENTS, including but not limited to COMMUNICATIONS, which evidence,  
12 reflect, or RELATE TO YOUR intention to act as the registry for the .Africa gTLD if the  
13 preliminary injunction in this case is lifted.

14 **REQUEST FOR PRODUCTION NO. 69**

15 All DOCUMENTS, including but not limited to COMMUNICATIONS, RELATING TO  
16 YOUR relationship with the AUC with respect to the .Africa gTLD.

17 **REQUEST FOR PRODUCTION NO. 70**

18 All DOCUMENTS, including but limited to COMMUNICATIONS, RELATED TO  
19 YOUR assignment of rights to the AUC with respect to the .Africa gTLD.

20 **REQUEST FOR PRODUCTION NO. 71**

21 All DOCUMENTS that identify all PERSONS who were members of the AUC committee  
22 formed RELATING TO endorsements for the .Africa gTLD, who were also YOUR members.

23 **REQUEST FOR PRODUCTION NO. 72**

24 All DOCUMENTS that identify all PERSONS who were or are members of the AUC who  
25 are or were part of YOU or YOUR affiliated organizations.

26 **REQUEST FOR PRODUCTION NO. 73**

27 All DOCUMENTS, including but not limited to COMMUNICATIONS, RELATING TO  
28 the AUC's membership in the GAC.




1 **REQUEST FOR PRODUCTION NO. 74**

2 All COMMUNICATIONS between Neil Dundas and the AUC RELATING TO the .Africa  
3 gTLD.

4 Dated: December 8, 2016

**BROWN NERI SMITH & KHAN, LLP**

5  
6 By:   
7 Sara C. Colón

8  
9 Attorneys for Plaintiff,  
10 DOTCONNECTAFRICA TRUST  
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1 Ethan J. Brown (SBN 218814)

2 [ethan@bnsklaw.com](mailto:ethan@bnsklaw.com)

3 Sara C. Colón (SBN 281514)

4 [sara@bnsklaw.com](mailto:sara@bnsklaw.com)

5 **BROWN NERI SMITH & KHAN LLP**

6 11601 Wilshire Blvd., Ste. 2080

7 Los Angeles, CA 90025

8 T: (310) 593-9890

9 F: (310) 593-9980

10 Attorneys for Plaintiff,

11 DOTCONNECTAFRICA TRUST

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF LOS ANGELES – CENTRAL**

14 DOTCONNECTAFRICA TRUST, a Mauritius  
15 charitable trust,

16 Plaintiff,

17 v.

18 INTERNET CORPORATION FOR  
19 ASSIGNED NAMES AND NUMBERS, a  
20 California corporation; ZA CENTRAL  
21 REGISTRY, a South African non-profit  
22 company; and DOES 1 through 50, inclusive,

23 Defendants.

24 Case No. BC607494

25 **PLAINTIFF’S SECOND SET OF  
26 REQUESTS FOR PRODUCTION TO  
27 ZA CENTRAL REGISTRY**

28 **PROPOUNDING PARTY:** Plaintiff DOTCONNECTAFRICA

**RESPONDING PARTY:** TRUST Intervenor ZA Central Registry

**SET NUMBER:** Two

1 Pursuant to California Code of Civil Procedure (“CCP”) section 2031.010, Plaintiff  
2 DotConnectAfrica Trust (“DCA” or “Propounding Party”) propounds the following first second  
3 of document requests (the “Requests”) on Intervenor ZA Central Registry (“ZACR,”  
4 “YOU,” or “YOUR”). DCA requests that ZACR respond under oath and in writing to these  
5 Requests and produce for inspection and copying all documents, tangible things, and electronically  
6 stored information responsive to these Requests within thirty (30) days of service at the law offices  
7 of Brown Neri Smith & Khan, LLP, 11601 Wilshire Blvd., Ste. 2080, Los Angeles, CA 90025.

### 8 DEFINITIONS

9 1. “DOCUMENTS” shall mean and refer to any writing within the meaning of CCP section  
10 2031 and includes all of the matters defined in California Evidence Code section 250, including  
11 any tangible record of intelligence or information, whether handwritten, typed, printed, or  
12 otherwise visually or orally reproduced. The term “DOCUMENTS” also includes “Electronically  
13 Stored Information” as defined in CCP section 2016.020(e), including information stored by  
14 computer or on a computer disk, diskette, tape or card, as well as any electronic recording, tape  
15 recording, photograph, video, file, microfilm, microfiche, or similar recording of words, images,  
16 sounds, pictures, or information of any kind. The term “DOCUMENTS” also includes any and all  
17 drafts of, amendments, or supplements to any of the foregoing, whether prepared by YOU or any  
18 other PERSON, as well as copies of the DOCUMENTS that differ from the copy being produced  
19 (e.g., a different copy is one that contains handwritten notes, interlineations, underling, etc.)

20 2. As used herein, “CONCERNING”, “RELATE TO,” “RELATED TO,” and “RELATING  
21 TO” shall include referring to, constituting, compromising, setting forth, summarizing, reflecting,  
22 stating, describing, recording, noting, embodying, mentioning, studying, discussing, or evaluating,  
23 directly or indirectly.

24 3. As used herein, “COMMUNICATIONS” shall mean any oral, written, or electronic  
25 transmission of information, including, without limitation, meetings, discussions, conversations,  
26 telephone calls, memoranda, letters, e-mails, text messages, electronic communications,  
27 facsimiles, conferences, or seminars. Each request that encompasses information relating in any  
28 way to COMMUNICATIONS to, from, or within a business or corporate entity is hereby

1 designated to mean, and should be construed to include, all COMMUNICATIONS by and between  
2 representatives, employees, AGENTS, or servants of the business entity.

3 4. As used herein, "PERSON" or "PERSONS" shall mean and refer to any natural person,  
4 firm, partnership, association, corporation, trust, or any other business or legal entity.

5 5. As used herein, "AGENT" shall mean and refer to any employee, owner, partner, director,  
6 officer, attorney, representative or other person with a relationship to a firm, person, corporation  
7 or business association, who has the express, implied or legal authority to act on behalf of that  
8 firm, person, or business organization.

9 6. As used herein, "YOU" and "YOUR" shall mean and refer to Intervenor ZA Central  
10 Registry, NPC, and any representatives, AGENTS, attorneys, accountants, partners, employees,  
11 assigns, or any other PERSON or entity authorized and/or purporting to act on YOUR behalf,  
12 including Uniform S.A., Sedari, and .AU registry.

13 7. "DCA" shall mean and refer to Plaintiff DOTCONNECTAFRICA Trust and any  
14 representative, AGENTS, attorneys, partners, accountants, employees, assigns or any other person  
15 or entity authorized and/or purporting to act on behalf of DCA.

16 8. "ICANN" shall mean and refer to Defendant Internet Corporation for Assigned Names and  
17 Numbers and any representative, AGENTS, attorneys, partners, accountants, employees, assigns  
18 or any other person or entity authorized and/or purporting to act on behalf of ICANN.

19 9. "AUC" is defined as the African Union Commission any representative, AGENTS,  
20 attorneys, partners, accountants, employees, assigns or any other person or entity authorized and/or  
21 purporting to act on behalf of AUC.

22 **REQUESTS FOR PRODUCTION**

23 **REQUEST FOR PRODUCTION NO. 75:**

24 All DOCUMENTS that demonstrate the total revenue YOU have received from operating  
25 the .Africa new gTLD since its delegation to YOU by ICANN through February 28, 2018.

26 ///

27 ///

1 **REQUEST FOR PRODUCTION NO 76:**

2 All DOCUMENTS that demonstrate the net profit after tax YOU have received from  
3 operating the .Africa new gTLD since its delegation to YOU by ICANN through February 28,  
4 2018.

5 **REQUEST FOR PRODUCTION NO. 77:**

6 All DOCUMENTs that demonstrate the projected net profit from operating the .Africa  
7 gTLD for the entire term of YOUR new gTLD registry agreement with ICANN.

8 **REQUEST FOR PRODUCTION NO. 78:**

9 All DOCUMENTS upon which you made any assumptions in determining the projected net  
10 profit from operating the .Africa new gTLD for the entire term of YOUR registry agreement with  
11 ICANN.

12 **REUQEST FOR PRODUCTION NO. 79:**

13 All DOCUMENTS that demonstrate the number of new .Africa domains each month since  
14 the delegation of the .Africa gTLD to YOU by ICANN.

15 **REQUEST FOR PROUDCTION NO 80:**

16 All DOCUMENTS that demonstrate the number of registrations for each.Africa domain  
17 name each month since the delegation of the .Africa gTLD to YOU by ICANN.

18 **REQUEST FOR PRODUCTION NO. 81:**

19 All DOCUMENTS that demonstrate the revenue from the operation of the .Africa new  
20 gTLD that YOU have remitted to the AUC since the delegation of the .Africa gTLD to YOU by  
21 ICANN.

22 **REQUEST FOR PRODUCTION NO. 82:**

23 All DOCUMENTS that demonstrate the revenue from the operation of the .Africa new  
24 gTLD that YOU have remitted to ICANN as ICANN's revenue share since the delegation of the  
25 .Africa new gTLD to YOU by ICANN.

26 **REQUEST FOR PRODUCTION NO. 83:**

27 All DOCUMENTS that demonstrate YOUR costs in operating the .Africa new gTLD  
28 registry since the delegation of the .Africa new gTLD to YOU by ICANN.

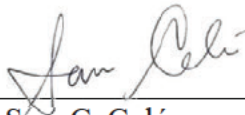


1 **REQUEST FOR PRODUCTION NO. 84:**

2 All DOCUMENTS that demonstrate YOUR capital expenditures in operating the .Africa  
3 new gTLD registry since the delegation of the .Africa new gTLD to YOU from ICANN.  
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6

7 Dated: March 22, 2018

**BROWN NERI SMITH & KHAN LLP**

8  
9 By:   
Sara C. Colón

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11 *Attorneys for Plaintiff*  
12 DOTCONNECTAFRICA Trust  
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1 Ethan J. Brown (SBN 218814)

[ethan@bnsklaw.com](mailto:ethan@bnsklaw.com)

2 Sara C. Colón (SBN 281514)

[sara@bnsklaw.com](mailto:sara@bnsklaw.com)

3 **BROWN NERI SMITH & KHAN LLP**

4 11601 Wilshire Boulevard, Suite 2080

Los Angeles, California 90025

5 T: (310) 593-9890

6 F: (310) 593-9980

7 *Attorneys for Plaintiff*

8 DOTCONNECTAFRICA TRUST

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES – CENTRAL**

11  
12 DOTCONNECTAFRICA TRUST, a Mauritius  
13 charitable trust,

14 Plaintiff,

15 v.

16 INTERNET CORPORATION FOR  
17 ASSIGNED NAMES AND NUMBERS, a  
18 California corporation; ZA CENTRAL  
19 REGISTRY, a South African non-profit  
company; and DOES 1 through 50, inclusive,

20 Defendants.

Case No. BC607494

**PLAINTIFF’S THIRD SET OF  
REQUESTS FOR PRODUCTION OF  
DOCUMENTS TO INTERVENOR ZA  
CENTRAL REGISTRY NPC**

21  
22 Propounding Party: Plaintiff DotConnectAfrica Trust

23 Responding Party: Intervenor ZA Central Registry NPC

24 Set No.: Three

1 Pursuant to the provisions of California Code of Civil Procedure § 2031.010 *et seq.*,  
2 Plaintiff DotConnectAfrica Trust (“DCA”) requests that Intervenor ZA Central Registry NPC  
3 (“Responding Party” or “ZACR”) produce the following documents, electronically stored  
4 information, and tangible things within ZACR’s possession custody or control, set forth in the  
5 Requests below within thirty (30) days of the date of this request.

6 **INSTRUCTIONS**

7 1. Responding Party is instructed to produce all DOCUMENTS that are responsive to these  
8 requests that are in Responding Party’s possession, custody, or control. A DOCUMENT is in  
9 Responding Party’s “possession, custody, or control” if it is in Responding Party’s physical  
10 possession or if, as a practical matter, Responding Party has the ability, upon request, to obtain  
11 possession of the DOCUMENT or a copy thereof from another person or entity that has physical  
12 possession of the DOCUMENT including, but not limited to, Responding Party’s attorneys,  
13 agents, representatives, or employees, regardless of their location.

14 2. If any DOCUMENT or category of DOCUMENTS is not produced in full, please state  
15 with particularity the reason or reasons it is being withheld in full and describe, to the best of  
16 Responding Party’s knowledge, information and belief, and with as much particularity as possible,  
17 the DOCUMENT or portions of the DOCUMENT that are not being produced.

18 3. Each DOCUMENT is to be produced as it is kept in the usual course of business, including  
19 but not limited to, all file folders, binders, notebooks, and other devices by which such  
20 DOCUMENTS may be organized or separated.

21 4. All DOCUMENTS requested must be produced (along with any draft(s) thereof) in their  
22 entirety, without abbreviation, expurgation, or redaction.

23 5. If a DOCUMENT has been prepared in several copies that are not identical, or if additional  
24 copies have been made that are no longer identical, or if original identical copies are no longer  
25 identical by reason of subsequent notation or other modification of any kind whatsoever including,  
26 but not limited to, notations on the front or back of pages thereto, each non-identical copy is a  
27 separate DOCUMENT and must be produced.

1 6. When any part of a DOCUMENT is responsive to any individual request, Responding  
2 Party must produce the DOCUMENT in its entirety including, but not limited to, attachments,  
3 cover, memorandum, exhibits, and appendices.

4 7. If Responding Party withholds any DOCUMENT, or portion of a DOCUMENT, on the  
5 grounds that it is protected from discovery by the attorney-client privilege, work-product doctrine,  
6 or other privilege or immunity from discovery, please set forth for each DOCUMENT or a portion  
7 of a DOCUMENT withheld:

- 8 a. The place, approximate date, and manner of recording, creating or otherwise  
9 preparing the document;
- 10 b. The names and organization position, if any, of each author, send, and recipient of  
11 the DOCUMENT;
- 12 c. A general description of the subject matter of the DOCUMENT;
- 13 d. The basis of any claim of privilege; and
- 14 e. If work product is asserted, the proceeding, if any, for which the DOCUMENT was  
15 created.

16 8. For any DOCUMENT or category of DOCUMENTS that was, but no longer is, in  
17 Responding Party's possession, custody, or control, please describe each such DOCUMENT as  
18 completely as possible and provide the following information:

- 19 a. The reason the DOCUMENT is no longer in Responding Party's possession,  
20 custody, or control;
- 21 b. The person or entity, if any, who has possession, custody or control, or if unknown,  
22 so state;
- 23 c. If the DOCUMENT was destroyed or otherwise disposed of, state:
  - 24 i. The manner of disposal (i.e., destruction, loss, discarding or other means of  
25 disposal);
  - 26 ii. The date of disposal;
  - 27 iii. The reason for disposal;
  - 28 iv. The person authorizing disposal;

1 v. The person disposing of the DOCUMENT; and

2 vi. The name and address of the most recent custodian of the DOCUMENT.

3 9. Unless otherwise stated, each request seeks (a) DOCUMENTS dated, created, or received  
4 from January 2011 through the present; and (b) documents, whenever dated, created, or received,  
5 that refer to or concern events or facts occurring during the period from January 2011 through the  
6 present.

7 10. As used herein, the terms “and” as well as “or” shall be construed disjunctively as well as  
8 conjunctively as necessary in order to bring within the scope of the following requests all  
9 information which might otherwise be construed to be outside their scope. Similarly, references  
10 to the singular shall include the plural and vice versa; references to the masculine shall include  
11 references to the feminine gender and vice versa; and use of the present tense shall also be read to  
12 include the past tense and vice versa.

13 **DEFINITIONS**

14 1. “DOCUMENTS” shall mean and refer to any writing within the meaning of CCP section  
15 2031 and section 250 of the California Evidence Code, including but not limited to: anything in  
16 written form or that is a tangible recording or speech, sounds, pictures, words or symbols, however  
17 produced or reproduced, whether writings, papers, correspondence, memoranda, facsimile  
18 transmissions, electronic e-mail, notes, schedules, reports, compilations, computer printouts,  
19 computer disks, minutes or records of meetings, invoices, financial statements, financial  
20 calculations, diaries, jobs diaries, reports of telephone or other conversations, calendars,  
21 appointment books, photographs, videotapes, films, motion pictures, tape recordings, electronic  
22 media, and all other writings and recordings of any kind. The term “DOCUMENTS” also include  
23 any and all drafts of, amendments, or supplements to any of the foregoing, whether prepared by  
24 YOU or any other person, as well as copies of the documents that differ from the copy being  
25 produced (*e.g.*, a different copy is one that contains handwritten notes, interlineations, underlining  
26 and the like).

1 2. "RELATE TO," "RELATED TO," or "RELATING TO" shall mean referring to,  
2 constituting, compromising, setting forth, summarizing, reflecting, stating, describing, recording,  
3 noting, embodying, mentioning, studying, discussing, or evaluating, directly or indirectly.

4 3. "ICANN" shall mean and refer to Defendant Internet Corporation for Assigned Names and  
5 Numbers and any representative, agents, attorneys, partners, accountants, employees, assigns or  
6 any other person or entity authorized and/or purporting to act on behalf of ICANN.

7 4. "ZACR," "YOU," and "YOUR," as used herein, shall mean and refer to Intervenor ZA  
8 Central Registry and any representative, agents, attorneys, partners, accountants, employees,  
9 assigns or any other person or entity authorized and/or purporting to act on behalf of ZACR,  
10 including Uniform S.A., Sedari and .AU registry.

11 5. "COMMUNICATIONS" shall mean any oral, written, or electronic transmission of  
12 information, including, without limitation, meetings, discussions, conversations, telephone calls,  
13 memoranda, letters, e-mails, text messages, electronic communications, facsimiles, conferences,  
14 or seminars.

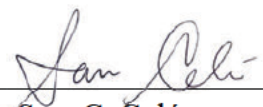
15 **REQUESTS FOR PRODUCTION**

16 **REQUEST FOR PRODUCTION NO. 85:**

17 All DOCUMENTS and COMMUNICATIONS RELATED TO YOUR marketing efforts  
18 of the .Africa gTLD since the time YOU submitted YOUR .Africa gTLD application to ICANN.

19  
20 Dated: June 22, 2018

**BROWN NERI SMITH & KHAN, LLP**

21  
22 By:   
23 Sara C. Colón

24  
25 Attorneys for Plaintiff,  
26 DOTCONNECTAFRICA TRUST  
27  
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