

Reconsideration Request Form

Version as of 21 September 2018

ICANN's Board Accountability Mechanisms Committee (BAMC) is responsible for receiving requests for reconsideration (Reconsideration Request) from any person or entity that has been adversely affected by the following:

- (a) One or more Board or Staff actions or inactions that contradict ICANN's Mission, Commitments, Core Values and/or established ICANN policy(ies);
- (b) One or more actions or inactions of the Board or Staff that have been taken or refused to be taken without consideration of material information, except where the Requestor could have submitted, but did not submit, the information for the Board's or Staff's consideration at the time of action or refusal to act; or
- (c) One or more actions or inactions of the Board or Staff that are taken as a result of the Board's or Staff's reliance on false or inaccurate relevant information.

The person or entity submitting such a Reconsideration Request is referred to as the Requestor.

Note: This is a brief summary of the relevant Bylaws provisions. For more information about ICANN's reconsideration process, please refer to [Article 4, Section 4.2 of the ICANN Bylaws](#) and the Reconsideration Website at <https://www.icann.org/resources/pages/accountability/reconsideration-en>.

This form is provided to assist a Requestor in submitting a Reconsideration Request, and identifies all required information needed for a complete Reconsideration Request. This template includes terms and conditions that shall be signed prior to submission of the Reconsideration Request.

Requestors may submit all facts necessary to demonstrate why the action/inaction should be reconsidered. However, argument shall be limited to 25 pages, double-spaced and in 12-point font. Requestors may submit all documentary evidence necessary to demonstrate why the action or inaction should be reconsidered, without limitation.

For all fields in this template calling for a narrative discussion, the text field will wrap and will not be limited.

Please submit completed form to reconsideration@icann.org.

1. Requestor Information

Name: Dot Hip Hop, LLC

Address: Contact Information Redacted

Email: Contact Information Redacted

Phone Number (optional):

(Note: ICANN will publish the Requestor's name on the Reconsideration Website at <https://www.icann.org/resources/pages/accountability/reconsideration-en> in accordance with the ICANN [Privacy Policy](#). Requestor's address, email and phone number will be removed from the publication.)

2. Request for Reconsideration of:

Board action/inaction

Staff action/inaction

3. Description of specific action you are seeking to have reconsidered.

We are seeking immediate approval by ICANN Org to the assignment of the .hiphop TLD from UNR Co. to Dot Hip Hop, LLC. ICANN Org's inaction and failure to approve the assignment for over four (4) months since the assignment request was submitted (with no end in sight), is not only a violation of the Registry Agreement, but is also a violation of ICANN's Mission, Commitments and Values contained within the ICANN Bylaws.

A summary of the facts are contained in the response to Question 8 below, and a detailed timeline is contained in **Annex 1**.

4. Date of action/inaction:

Every day that goes by without any information, without any commitment to timelines, without transparency, and without approval is a date of inaction according to

this Urgent request.

5. On what date did you become aware of the action or that action would not be taken?

As detailed in **Annex 1**, and summarized in the Response to Question 8, ICANN has continually failed to meet any deadlines, failed to follow its “predictable process” and has failed to provide any information to Dot Hip Hop, LLC (DHH) detailing any potential concerns. It has been more than four (4) months since the original assignment request on August 11, 2021, and over 40 days since the original extended ICANN estimated completion date of October 31, 2021. Yet, we are no closer to knowing if and when the assignment request will be approved, nor have we been provided with reliable deadlines to look forward to. Rather, every time ICANN misses its own deadlines which keep getting pushed back, it sends to DHH a set of questions that re-asks the same questions, though perhaps worded differently—yet substantively the same, that were answered by DHH in September, repeated in October, and then again in November, and answered yet another time as recent as December 8, 2021 (in response to the December 3rd, 2021 request).

Every day that goes by without any information, without any commitment to timelines, without transparency, without approval, etc., we are reminded of ICANN staff’s inaction in violation of its Bylaws, and lead to conclude that Dot Hip Hop is the subject of some sort of unfair bias.

6. Describe how you believe you are materially and adversely affected by the action or inaction:

DHH is suffering economic losses every day approval is delayed. This is because all Assignees are expected to be ready to operate and manage the TLD from the date an assignment request is approved. To do this, we have had to anticipate

approval and ramp up our operations. We did so to ensure that we would be ready to take over all operation and administration of the .hiphop TLD on or around October 31, 2021 (the ICANN-estimated completion request). This has required the expenditures of considerable funds to be operationally ready. In addition, we are in many discussions with .hiphop community members that want to promote and market the .hiphop TLD, especially in traditionally underserved communities where the Hip Hop culture has thrived, globally. Being unable to make commitments to these members, or even provide any semblance of a predictable timeline, could irreparably harm DHH's reputation within the Hiphop community, a community that has no understanding of the "ICANN" world.

We also note that ICANN's inaction has also irreparably harmed the ICANN community's credibility to a new audience. DHH is a responsible applicant for the assignment of the .hiphop Registry Agreement. It has continually offered to provide any additional information that ICANN Org needs, has never refused to provide any information (including highly sensitive and/or confidential information) to ICANN, and has made itself available on multiple occasions to discuss any potential concerns (which have unfortunately never been expressed). ICANN is seemingly beginning this relationship in an unnecessary adversarial fashion.

Jeffrey Neuman, one of the partners of DHH, has been involved in the ICANN community since before ICANN was even formally formed. He has been one of the leading advocates for the Multi-stakeholder model, independence from any one government and a staunch believer in the potential of new gTLDs. So much so, that when presented with the DHH opportunity, he put his own credibility and reputation on

the line to bring in new organizations into the ICANN community. One of these new members is also one of the partners of the Dot Hip Hop, LLC. Unfortunately, this assignment process, which has taken more than 120 days so far, is damaging ICANN's reputation, along with the standing of the Multi-stakeholder model; especially in the eyes of a partner, new to the ICANN community, that is also a public company known for developing business platforms to support underserved entrepreneurs and investors. In addition to such partner being established at the birthplace of Hip Hop (Bronx New York), by its founder who shares the same birthdate as Hip Hop (August 11th), its mission is to provide financial literacy and economic opportunities for those communities and cultures that are traditionally under-represented, under-funded and under-valued.

The most dominantly underserved, under-funded and under-valued communities, are also those that embrace and are part of the Hip Hop culture. This Partner has embraced what seemed to be an opportunity to provide domain name registration services to a culture that knows nothing of ICANN, nor the domain name industry. Now, its first impression of the ICANN community is unnecessary delay, a lack of transparency, and bureaucratic indecision—just another gatekeeper to prevent equitable access. In their eyes, they consistently see deadlines that are never met (by ICANN), a lack of information as to why their launch is being held up, and an entity (ICANN) that takes weeks/months to act on anything with no end in sight. In their view, it would appear that ICANN, as an organization, cares nothing about serving the public interest, or about the impact of its actions (or in this case inactions) on the undervalued communities this Partner aims to support.

7. Describe how others may be adversely affected by the action or inaction, if you believe that this is a concern.

Further exacerbating the challenges of the Partner (the public entity), they have earmarked and/or otherwise allocated funds for aspects of DHH operations that could have otherwise been used to advance its own continued development and growth. Had this partner been privately owned, this would not necessarily be of the same concern. Unfortunately however, as mentioned, this Partner is a publicly traded entity and as such, has a fiduciary responsibility to its shareholders, as well as certain disclosure obligations. Out of respect for the ICANN process, and looking to be viewed as a 'good' new member to the ICANN community, the Partner opted not to formerly disclose the name of the .hiphop TLD to its shareholders until ICANN approved the assignment. Being under the impression that the assignment would occur by October 31, 2021, this was a fair compromise. However, due to ICANN's inappropriate procrastination, this Partner has now been put into an uncomfortable and compromised position. So again, we reiterate, every day that goes by without any information, without any commitment to timelines, without transparency, without approval, etc. we are reminded of ICANN staff's inaction in violation of its Bylaws, and lead to conclude that Dot Hip Hop is the subject of some sort of unfair bias—true or not—that the Partner is at the receiving end of.

8. Detail of Board or Staff Action/Inaction – Required Information

The ICANN Registry Agreement states: "Except as set forth in this Section 7.5, neither party may assign any of its rights and obligations under this Agreement without the prior written approval of the other party, **which approval will not be unreasonably**

withheld.” (Emphasis Added).¹ It goes on to state: “Within thirty (30) calendar days of either such notification pursuant to Section 7.5(a), ICANN may request additional information from Registry Operator establishing (i) compliance with this Agreement and (ii) that the party acquiring such control or entering into such assignment or Material Subcontracting Arrangement (in any case, the “Contracting Party”) and the ultimate parent entity of the Contracting Party meets the ICANN-adopted specification or policy on registry operator criteria then in effect (including with respect to financial resources and operational and technical capabilities), in which case Registry Operator must supply the requested information within fifteen (15) calendar days.

DHH asserts that ICANN has violated both the Registry Agreement, as well as its Bylaws, in connection with the proposed assignment of the .hiphop TLD submitted on August 11, 2021, by UNR Co., the former owner of the Registry Agreement for .hiphop. More specifically, ICANN has unreasonably withheld consent for a period thus far of more than 120 days, despite having all the information it needs to ascertain (i) that the Assignee is, and will comply, with the Registry Agreement, and (ii) that the Assignee meets the ICANN-adopted specification or policy on registry operator criteria then in effect (including with respect to financial resources and operational technical capabilities). **In fact, ICANN Org has already communicated to DHH that it has already met all of the criteria required under the Registry Agreement. Yet still, ICANN is withholding consent based on its mere curiosity about the former owner of the .hiphop, TLD (UNR Co), and based on the questions that ICANN keeps re-asking, has presumably conjured up non-issues that: (a) have already been**

¹ See <https://www.icann.org/en/registry-agreements/base-agreement>, section 7.5(a).

addressed by DHH on multiple occasions over the past 123 days, (b) are beyond the scope of ICANN's mission, and (c) are philosophical, fictional and frankly do not exist in this matter.

Moreover, instead of working with DHH to finalize the assignment, it would appear that ICANN is deliberately procrastinating by continuously missing its own deadlines, by not committing to a concrete timeline, and by continuously submitting questions to DHH asserting that it is seeking "new information" to evaluate the transaction. As shown in the timeline contained in **Annex 1** (attached hereto), there has been no new information, neither requested by ICANN, nor supplied by DHH, since October 14, 2021, and October 20, 2021, respectively. Rather, after weeks upon weeks of unwarranted delay, ICANN merely recycles already asked questions (albeit worded slightly differently in most cases), to which DHH promptly provides responses, only to once again be made to wait for ICANN to re-start the 30-day delaying cycle... again.

As just one egregious example, on December 3, 2021 (**Day 113** since the original request was filed), ICANN submitted its most recent set of questions to DHH. However, the responses to all of these questions were already provided in previous communications between DHH and ICANN. More specifically, all of these questions were answered on September 16, 2021 (**Day 36**) and confirmed on October 14th, October 19th, October 20th, November 12th and November 22nd (**Days 64, 69, 70, 93 and 103**). These questions all related to an NFT that DHH received as a *de minimum* asset of the overall acquisition of the rights to the .hiphop gTLD. As can be seen in the comprehensive timeline contained in Annex 1, DHH has already described the NFT in detail, explained that any rights it has are unrelated to any rights, obligations, or

requirements of the ICANN Registry Agreement and even if there are deemed to be any potential rights, “the ICANN Registry Agreement’s rights, obligations and requirements, etc. supersede any potential rights, obligations, requirements, etc. obtained by the ownership of an NFT with respect to the .hiphop TLD.

Factual Summary of Annex 1 Timeline:

DHH is filing this Reconsideration request as a result of more than 120 days of inaction by ICANN’s staff in the approval of the assignment of the .hiphop TLD. ICANN has provided absolutely no information as to what (if any) the actual concerns of ICANN in are approving this transaction. In fact, ICANN’s VP of Registry and Registrar Stakeholder Relations, represented to DHH that there were no concerns identified by the evaluators on the Background Checks or the Financial Evaluation (for which we were billed more than \$17,000). Further DHH committed to everything ICANN asked it to commit to in order to alleviate whatever concerns it had related to aspects of the Transaction within ICANN’s scope (and even items arguably outside of ICANN’s mission).

DHH firmly believes that ICANN is conjuring up issues that (a) have already been addressed by DHH on multiple occasions over the past 123 days, (b) are beyond the scope of ICANN’s mission for which DHH has already represented that any potential rights or obligations created by an NFT would be superseded by any and all rights and obligations contained within the Registry Agreement, and (c) are either philosophical, fictional and/or have no relevance in this matter.

What is just as disturbing to DHH is that ICANN is using its Registry Assignment process to educate itself on the blockchain, NFTs and “smart contracts”—at the

expense of DHH, whose out of pocket billings to ICANN far exceed the usual and standard amounts. As opposed to concerning itself with the questions that Section 7.5 of the Registry Agreement was meant to address, ICANN keeps rehashing its questions about an NFT which DHH considered as a minor *de minimus* aspect of the .hiphop acquisition. In fact, DHH did not even learn of the NFT's existence until the final days of the acquisition. To hold up its approval of the assignment based upon an aspect of the transaction which isn't even ancillary to neither a TLD's normal course of business or ICANN's authority over the TLD—just because the NFT space is so new and different—is not only inappropriate, but as stated in DHH's response to Question 10, violates the ICANN Registry Agreement as well as ICANN's Bylaws.

Finally, the assignment of .hiphop will bring new diversity to the registry and ICANN communities. As mentioned above, one of the partners has dedicated its business to providing resources to communities that have habitually been underserved by traditional institutions, such as ICANN, and the entire domain name industry in general. This assignment process has been their first introduction to ICANN and needless to say, it has not been very welcoming. Nor has it been open or transparent as ICANN states it is in its Bylaws. How can we consistently discuss bringing in new entities into the ICANN community over and over again, meeting after meeting, when we consistently demonstrate our inability to act and service its stakeholders from the moment those new entities come in?

9. What are you asking ICANN to do now?

Provide written approval ASAP to Dot Hip Hop, LLC and UNR allowing the assignment of the .hiphop TLD to complete.

10. Please state specifically the grounds under which you have the standing and the right to assert this Reconsideration Request, and the grounds or justifications that support your request.

The ICANN Bylaws state: *“Requestor may submit a request for reconsideration or review of an ICANN action or inaction (“Reconsideration Request”) to the extent that the Requestor has been adversely affected by (i) One or more Board or Staff actions or inactions that contradict ICANN’s Mission, Commitments, Core Values and/or established ICANN policy(ies) . . .*

DHH asserts that ICANN’s inaction in this matter violates the following:

a) The ICANN Registry Agreement, Section 7.5:

ICANN has been *unreasonably withholding consent for a period of more than 120 days thus far with no end in sight*. This is unreasonable not just because of the delay, but simply because of what ICANN is actually entitled to consider when weighing whether or not to approve an assignment—which may not be “unreasonably withheld.”

Section 7.5(b) of the Registry Agreement allows ICANN to seek additional information to determine if the party acquiring any portion of the operation of the TLD (the “Contracting Party”) meets the ICANN-adopted specification or policy on registry operator criteria then in effect (including with respect to financial resources and operational and technical capabilities. As the “Contracting Party”, DHH has already demonstrated that it more than meets any ICANN-adopted specification or policy on registry operator criteria then in effect. For purposes of this section, the only criteria are set forth in the Final Applicant Guidebook from the 2012 new gTLD round.

On Day 69, DHH was told that there were no concerns expressed from any of the evaluators. We assume this is why we were sent a final, and unusually high bill for more than \$17,000 from ICANN. Also, regardless of what ICANN believes the NFT

may represent, it is outside of ICANN's jurisdiction, is not part of ICANN's Mission (which clearly it is not), and ultimately, the terms of the Registry Agreement will control in the event of any conflict.

DHH has proven it is qualified to administer and run the .hiphop TLD, and that it is both willing and able to comply with the terms and conditions of the Registry Agreement. These are the only facts that are relevant to Section 7.5 of the Registry Agreement and should be the ONLY factors ICANN considers in approving an assignment.

ICANN is not permitted under the Registry Agreement to withhold consent for any other reason, especially based on an NFT that relates to matters outside of the jurisdiction of ICANN. DHH has already provided all of the non-public documentation in its possession with respect to everything involved in the purchase-transaction. DHH is not in possession of any other information that it has not made available to ICANN and reasserts its desire and intent to continue providing ICANN with any information that DHH obtains in the future to this regard. In the meantime DHH has NO OTHER information to give. Thus, withholding consent for non-existent information, and/or for whatever other unsubstantiated reasons conjured up by ICANN, is by definition *unreasonable*.

b) ICANN Bylaws, Section 1.1 (c):

Staff's inaction is due to activities outside of ICANN's Mission.

To the extent ICANN has said anything about why it has not yet approved the assignment, it has stated it has concerns about NFT terms that it *believes* is in the possession of DHH and which it has not seen. The truth is, however, that ICANN has

now seen everything DHH has seen and/or has requested from DHH, notwithstanding that NFTs are beyond the scope of ICANN's mission. Further, we have continuously reaffirmed that the single NFT DHH was given, is a *de minimus* part of the overall transaction, and conveys no rights that impact (or could impact) the Registry Agreement.

As we have previously stated on many occasions, we are not obtaining any rights beyond the scope of the registry agreement with ICANN. We have never represented otherwise to ICANN nor any other party. In fact, just the opposite. On **September 16th**, **nearly three months ago**, we stated that we are ***“fully aware that NFT's are not within the jurisdiction of ICANN and the ownership of this NFT is unrelated to any rights, obligations, or requirements of the ICANN Registry Agreement. In all cases, the ICANN Registry Agreement's rights, obligations, requirements, etc. supersede any potential rights, obligations, requirement, etc. obtained by the ownership of an NFT with respect to the .hiphop TLD.”***

In short, if the Assignee (Dot Hip Hop) explicitly states that the conveyed NFT cannot be interpreted as impacting the ICANN Agreement (and we understand that the Assignor (UNR) also made this representation), then any further inquiries or action by ICANN (including diligence) cannot be said to be within ICANN's mission or scope.²

c) 1.2(a) Commitments

ICANN must carry out its activities through open and transparent processes that enable competition and open entry in Internet-related markets.

² It is also inexplicable that the only party claiming that certain contracts or rights were conveyed to DHH by UNR is ICANN (a non-party to the Purchase Agreement). If the two parties agree on what was and what was not conveyed, then a third party such as ICANN has no jurisdiction to claim otherwise.

No reasonable person could argue that ICANN has been open and transparent about anything in this matter. DHH has never been given any information on ICANN's "predictable" process in handling assignment requests. It never explained to DHH what it would be charged for the financial evaluation or the Background screening. Although DHH knew there would be some charges, it was not told what those charges would be until after the evaluators completed their work. We never expected it would be \$17,000+, based on the usual customary fees.

DHH has never received any copies of documented results of any evaluations that have been conducted. ICANN is still unable to commit to a date in which it will complete its work on our request. Further, all dates previously given to DHH by ICANN have all been missed without any explanation or appropriate and transparent follow up. ICANN's *modus operandi* has been to send additional questions to DHH when those dates approach (or shortly thereafter). And those questions simply rehash the same subjects responded to during the first 60 days of the evaluation.

DHH still has no semblance of an idea when it will be approved. DHH does not understand what concerns are potentially holding up the assignment because no information has been shared with DHH other than "ICANN is performing Diligence."

What are they performing diligence on? It is not on matters relevant to the Registry Agreement and DHH's ability to run or administer the Registry. In addition to all of the information DHH has shared with ICANN, DHH has consistently offered to provide additional materials to ICANN to alleviate any concerns if ICANN would only explain to DHH the nature of the concerns (or even if there really are any concerns involving DHH directly).

ICANN is making the assertion that it has the right to do whatever clandestine diligence it is doing under the guise of “fulfilling its stewardship role to protect the ICANN mission and the interests of the ICANN Community.”³ Really? *How is withholding consent in THIS particular transaction protecting the mission and interests of the ICANN Community?* If ICANN Org is allowed to justify all of its actions and/or inactions by making such an overbroad sweeping assertion without providing any details, then there is no action or inaction that will ever be subject to the Accountability mechanisms that the community worked on for so many years.

The purpose of the Accountability Mechanisms, like Reconsideration Requests, is to hold the organization accountable when it fails to act in the public interest. If the Accountability Mechanisms are to have any credibility, it demands that ICANN justify its actions (or inactions) in an open transparent manner with more than just a statement that it is acting in the public interest, or as a steward protecting the interests of the ICANN Community.

d) ICANN Bylaws, Section 1.2(b)(iii):

ICANN’s inaction is demonstrating its inability to promote and sustain a competitive environment in the DNS market. An Assignment of a Registry Agreement is not complicated, especially when the Assignee, such as DHH, has been completely open and transparent. Although not stated for confidentiality and ‘fair disclosure’ reasons in this document, ICANN is aware of ALL of the owners of Dot Hip Hop, LLC,

³ In ICANN’s latest correspondence on December 3, 2021, Theresa Swinehart of ICANN attempted to justify ICANN’s inaction by stating that it was doing so “In order to fulfill [its] stewardship role to protect the ICANN mission and the interests of the ICANN Community”. However, it provided no further details as to exactly what those interests were and how this transaction impacted those interests.

the structure of the organization, every term and condition of the purchase agreement with UNR Co., as well as all of the officers of DHH, etc. There is no question that ICANN has asked that has gone unanswered with very timely responses from DHH. DHH has confirmed that it will comply with the Registry Agreement as is without any changes and has agreed to accept all of the obligations contained therein.

Yet, ICANN is continually delaying its action in this matter. This delay seems deliberate because we are clear that DHH has already passed all applicable evaluations and has already committed to (and has demonstrated its ability to) comply with the Registry Agreement—a requirement of the Registry Agreement. Therefore, any further delay is hindering the competitive environment by imposing unnecessary costs on DHH, while waiting for ICANN to fulfill its obligations.

e) ICANN Bylaws, Section 1.2(b)(v)

ICANN's inaction in this assignment request cannot reasonably be said to be in conformance with ICANN's Core Value of "operating with efficiency and excellence." Nor can it be said that ICANN has acted "at a speed that is responsive to the needs of the global Internet community," or for that matter, 'inclusive' of all communities.

DHH provided all of its information for the Assignment requests more than 120 days ago. Upon information and belief, all of the financial and other due diligence was completed nearly two months ago when ICANN sent an invoice to DHH for more than \$17,000. ICANN is continually rehashing questions that have already been asked and answered multiple times over the last 123 days. Therefore, all of the activities since then have been the result of matters outside the control of the Assignee and likely outside of ICANN's mission.

11. Are you bringing this Reconsideration Request on behalf of multiple persons or entities? (Check one)

Yes

No

11a. If yes, is the causal connection between the circumstances of the Reconsideration Request and the harm substantially the same for all of the Requestors? Explain.

12. Are you bringing this Reconsideration Request on an urgent basis pursuant to Article 4, Section 4.2(s) of the Bylaws?

Yes

No

12a. If yes, please explain why the matter is urgent for reconsideration.

DHH is continuing to suffer economic loss as a result of ICANN's inaction in approving the Assignment.

DHH notes that Article 4.2(s) states that that an action must be filed within 2 days of a Board resolution in order to be considered an Urgent request. If taken literally, this would mean that any ICANN staff action (or inaction) could never be subject to an Urgent Reconsideration Request because there would not be an applicable Board Resolution that was being challenged. DHH asserts that this was NOT what was intended and we believe that this was an oversight in the Bylaws. Clearly the community intended that urgent reconsideration requests could be filed stemming from ICANN staff actions and inaction. We believe this is an unintentional omission because all of the other provisions of Section 4.2 relate to all Reconsideration requests regardless of whether they are Board action/inaction or Staff action/inaction. There is no reason why Board actions/inactions would be singled out for only this provision other than a drafting error.

This is an Urgent matter to DHH, and we are being economically harmed every day that approval is not given. Please see above for additional reasons why this matter is urgent.

13. Do you have any documents you want to provide to ICANN?

DHH believes that it has provided ICANN with any and all items requested by ICANN and also believes that all other relevant documents are already in the possession of ICANN. This includes (but is not limited to) all of DHH's application materials, responses to ICANN questions, and all correspondences that have been referred to herein. If for any reason ICANN is not in possession of a particular correspondence, please let us know and we would be happy to provide.

In accordance with the Terms and Conditions, we ask for a Hearing on the subject matter contained herein. We understand that this is at the sole discretion of the BAMC, but we believe that a Hearing would be beneficial for the BAMC to get a full understanding of the activities discussed herein.

PLEASE NOTE THAT DHH HAS GONE OUT OF ITS WAY TO NOT INCLUDE ANY CONFIDENTIAL INFORMATION ABOUT ANY PERSONS OR ENTITIES THAT ARE ASSOCIATED WITH DOT HIP HOP, LLC. THIS IS TO ENABLE ICANN ORG TO PUBLISH THIS RECONSIDERATION REQUEST IN THE PUBLIC INTEREST. WE ALSO BELIEVE THAT SUCH INFORMATION IS NOT NECESSARY TO ENABLE RESOLUTION OF THIS MATTER.

HOWEVER, TO THE EXTENT THAT SUCH INFORMATION IS NECESSARY, WE NOTE THAT ICANN ORG IS ALREADY IN POSSESSION OF ALL REQUESTED INFORMATION.

WE HEREBY GRANT CONSENT TO ICANN ORG TO PROVIDE ALL RELEVANT INFORMATION TO THE BAMC AND ULTIMATELY THE ICANN BOARD OF DIRECTORS TO THE EXTENT NECESSARY TO CONSIDER THIS RECONSIDERATION REQUEST. HOWEVER, WE DO NOT CONSENT TO THAT MATERIAL BEING PUBLICLY RELEASED WITHOUT OUR EXPRESS WRITTEN

APPROVAL.

IF THERE IS ADDITIONAL INFORMATION THAT ICANN ORG, THE BAMC, AND/OR THE BOARD BELIEVES IS IN THE PUBLIC INTEREST TO DISCLOSE, DHH IS HAPPY TO ENTER INTO SUCH DISCUSSIONS. DHH'S INTENT IS NOT TO DENY THE PUBLIC ANY INFORMATION, BUT BECAUSE OF CERTAIN LAWS AND REGULATIONS BY WHICH ONE OR MORE OF THE PARTNERS ADHERE, THE MECHANISMS OF SUCH DISCLOSURE REQUIRE CERTAIN PROCEDURAL STEPS TO BE EMPLOYED. IF ANY CONFIDENTIAL INFORMATION ABOUT THE PARTNERS ARE DISCLOSED WITHOUT OUR CONSENT, WE HEREBY DISCLAIM ANY AND ALL LIABILITY FROM YOUR DISCLOSURE.

Terms and Conditions for Submission of Reconsideration Requests

Reconsideration Requests from different Requestors may be considered in the same proceeding so long as: (i) the requests involve the same general action or inaction; and (ii) the Requestors are similarly affected by such action or inaction. In addition, consolidated filings may be appropriate if the alleged causal connection and the resulting harm is substantially the same for all of the Requestors. Every Requestor must be able to demonstrate that it has been materially harmed and adversely impacted by the action or inaction giving rise to the request.

The BAMC shall review each Reconsideration Request upon its receipt to determine if it is sufficiently stated. The BAMC may summarily dismiss a Reconsideration Request if: (i) the Requestor fails to meet the requirements for bringing a Reconsideration Request; or (ii) it is frivolous. The BAMC's summary dismissal of a Reconsideration Request shall be documented and promptly posted on the Reconsideration Website at <https://www.icann.org/resources/pages/accountability/reconsideration-en>.

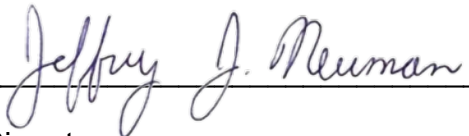
Hearings are not required in the Reconsideration Process; however, Requestors may ask for the opportunity to be heard. The BAMC retains the absolute discretion to determine whether a hearing is appropriate, and to call people before it for a hearing. The BAMC's decision on any such request is final.

For all Reconsideration Requests that are not summarily dismissed, except where the Ombudsman is required to recuse himself or herself and Community Reconsideration Requests, the Reconsideration Request shall be sent to the Ombudsman, who shall promptly proceed to review and consider the Reconsideration Request. The BAMC shall make a final recommendation to the Board with respect to a Reconsideration Request following its receipt of the Ombudsman's evaluation (or following receipt of the Reconsideration Request involving those matters for which the Ombudsman recuses himself or herself or the receipt of the Community Reconsideration Request, if applicable).

The final recommendation of the BAMC shall be documented and promptly (i.e., as soon as practicable) posted on the Reconsideration Website at <https://www.icann.org/resources/pages/accountability/reconsideration-en> and shall

address each of the arguments raised in the Reconsideration Request. The Requestor may file a 10-page (double-spaced, 12-point font) document, not including exhibits, in rebuttal to the BAMC's recommendation within 15 days of receipt of the recommendation, which shall also be promptly (i.e., as soon as practicable) posted to the ICANN Reconsideration Website and provided to the Board for its evaluation; provided, that such rebuttal shall: (i) be limited to rebutting or contradicting the issues raised in the BAMC's final recommendation; and (ii) not offer new evidence to support an argument made in the Requestor's original Reconsideration Request that the Requestor could have provided when the Requestor initially submitted the Reconsideration Request.

The ICANN Board shall not be bound to follow the recommendations of the BAMC. The ICANN Board's decision on the BAMC's recommendation is final and not subject to a Reconsideration Request. By submitting my personal data, I agree that my personal data will be processed in accordance with the ICANN [Privacy Policy](#), and agree to abide by the website [Terms of Service](#).



Signature

December 13, 2021

Date

Jeffrey J. Neuman, Chief Legal Officer of Dot Hip Hop, LLC

Print Name