ICANN Transcription

Transfer Policy Review PDP WG

Tuesday, 22 November 2022 at 16:00 UTC

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DEVAN REED: Good morning, good afternoon, and good evening. Welcome to the Transfer Policy Review PDP Working Group call taking place on Tuesday, 22 November at 16:00 UTC.

For today's call, we do have apology from Steinar Grøtterød (At-Large). They have formally assigned Raymond Mamattah (At-Large) as their alternate for today's call and for the remaining days of absence.

As a reminder, an alternate assignment must be formalized by way of a Google Assignment form. The link is available in all meeting invite e-mails. All members and alternates will be promoted to panelists. Observers will remain as an attendee and will have access to view chat only. Alternates now replacing a

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member shall not engage in chat or use any of the other Zoom Room functionalities. If you have not already done so please change your chat selection from host and panelists to everyone in order for all participants to see your chat and so it is captured in the recording. Statements of Interest must be kept up to date. Does anyone have any updates to share? Please raise your hand or speak up now.

Please remember to state your name before speaking for the transcription. Recordings will be posted on the public wiki page shortly after the end of the call. As a reminder, those who take part in the ICANN multistakeholder process are to comply with the Expected Standards of Behavior. Thank you, and over to our chair, Roger Carney. Please begin.

ROGER CARNEY: Thanks, Devan. Welcome, everyone, to a shortened week of our twice weekly, only once weekly this week. So we wanted to cover today, but before we get into that, just a couple of reminders on timeline. Wednesday, we have due dates for two things … and Recommendation 2. Again, anything that needs to be brought up, take it to the list and we can cover it there … decision on that on the following day, December 1. So please have any comments until we can talk about those next Thursday.

The other item was to have the first recommendations reviewed and any comments flagged in the Google worksheet. So get any updates needed to the first, I believe the first nine recommendations. Again, those are due by next Wednesday as well. So please, if you haven't taken a look, take a look, make

sure you get anything flagged that you have any concerns on. Accept them as they are and move forward with them, and if they are flagged, we'll discuss those.

Again, just those couple of timelines, I wanted to remind everybody of. I will just open it up to anyone that has any comments from their stakeholder groups or anything they've been working on that they want to bring forward to us. Any comments? No? Okay, great. Well, we can jump into our agenda and get going on this and hopefully make some good progress. Let's go ahead and jump into Recommendation 14. Caitlin, do you want to take us through this one?

CAITLIN TUBERGEN: Sure. Thanks, Roger. Hi, everyone. This is Caitlin Tubergen from ICANN Org. As a reminder, Recommendation 14 was part of the Temp Spec. So basically, the language has been copied and pasted. We have added a little bit of text noting that in the event that there's a definitional discrepancy, the definition in the Registrar Accreditation Agreement would supersede a definition in this policy. But this was just really to align the new definitions since we're not using the term WHOIS anymore, we're using registration data and RDDs, as appropriate.

In response to Recommendation 14, we received a couple of comments. The first comment which you can see here in comment A—hold on one moment, I'm just going to put this in the chat for everyone the document that we're talking about, in case you want to view it on your own screen. The first comment came in from a couple of registrars and it notes that we should add an

implementation note to this recommendation, noting that in the case where a privacy or proxy service is be being used that registration data means the underlying customer rather than the publicly displayed privacy or proxy data.

ROGER CARNEY: Thanks, Caitlin. Any thoughts on this? I know that we've kind of talked about this. If we change the wording, I think we have some wording. Thanks, Sarah. Yeah. We don't say anything specific about this. Again, I don't know if it has to be in the Transfer Policy. As long as this concept is known and probably is better from the Privacy Policy that registration data is. But one of the things I know that people have mentioned prior to this is it doesn't necessarily mean underlying customer. It's only if it's known to that contracted party. But any thoughts, Sarah says it sounds like it belongs to the privacy. It seems like it's probably something that should be consistent in one spot instead of strewn about in multiple policies, but just a thought of mine. Rick, please go ahead.

RICK WILHELM: Thanks, Roger. Rick Wilhelm, Registries. I think that this seems like it belongs just firmly in the Registration Data Policy. I'm not as familiar with the new Registration Data Policy as I probably should be, so I can't quote chapter and verse exactly where this is. But I think we got to be careful about not overlapping these things here. So maybe only the implementation note should point to say that it should point to the Registration Data Policy and not try to let the two policies bleed between one another. Thank you very much.

ROGER CARNEY: Great. Thanks, Rick. Thanks, Berry, for throwing that in there from the current Registration Data Policy draft. Thoughts on that? That's a good call out, Rick, to the Registration Data Policy. The policy is in its last couple of weeks of public comment, I think. So it will definitely be out before we are. Sarah, please go ahead.

SARAH WYLD: Hi. Thank you. To me, I think we should not add an implementation note on this topic. I think there are so many other things affecting it right now. We've got this new Registration Data Policy coming in. We've got the PPSAI Policy that is doing its own thing. I don't want to create conflicts between this policy and other ones. I think that that information is appropriately handled in the other policies. Thank you.

ROGER CARNEY: Great. Thanks, Sarah. Okay, yeah. Again, our original recommendations didn't have this in it. Thanks, Rick, for that. I think that maybe we can leave this out and let this be handled in other policies that's more appropriate. Again, Registration Data being registration … Theo, please go ahead.

THEO GEURTS: I think it makes things only more complex if we start talking about privacy/proxy services. I think the intent is that we create a policy where we want to communicate on certain events or occurrences directly to the registrant. I think that's how the policy should reflect.

Again, skipping the entire privacy and proxy discussion, I think it has no place within this group here. We just need to make sure that the policy is clear on what our developers should do when this, this, and this happens. And that's it.

ROGER CARNEY: Great. Thanks, Theo. Okay. I think we have support, and if someone disagrees, let's not include this. We'll depend on the other policies that actually define this so that we're not stepping on, as Rick mentioned, trying to create clarity and actually maybe creating some confusion. So let's stick with our original recommendations. Again, I think that the other policies will help us on this. Okay, Caitlin, can you take us to the next beyond B?

CAITLIN TUBERGEN: Yes. Thanks, Roger. So the second comment is also about the definitions. If we scroll up, you'll notice that there are two distinct definitions here, "Registration Data" and "RDDs," and both have different meanings within the policy. This commenter is noting that the definition for "Registration Data" should be changed to "RDDs Data" because they're concerned that the definition of registration data is too broad and could encompass things such as credit card data that's collected by the registrar, and there's a concern there.

ROGER CARNEY: Great. Thanks, Caitlin. Thoughts on this? I think that every time we look at registration data, this kind of comment comes up. I think we've kind of settled on—this isn't new to us here, Recommendation 14. Caitlin, maybe you said it already. This was

in the Temp Spec and this is just being pulled forward, I think. But I think this is a fairly general understanding of the, I guess, conversion from the old terminology to the new. But does anybody share that concern in wanting to hear that registration data can be thought of too broadly? Theo, please go ahead.

THEO GEURTS: In my mind, no. I mean, you've got registration data which is being used for the registration of domain names, and then you have customer data, credit cards, e-mail conversations with your technical support, and customer, etc., etc. It can mean a lot of things that the registration data is the registration in conjunction for the registration for domain name. Thanks.

ROGER CARNEY: Thanks, Theo. Any other comments on that? Okay. Thanks, Sarah. Yeah. I don't think the change is needed. I think it's well understood by the group. Berry, please go ahead.

BERRY COBB: Thank you. To Theo's point, I think what he just said is a statement that can be made in the rationale part of the document. So I think staff could take an action item here to make sure we include that in the draft final report because, in my eyes anyway, I think that that provides kind of a pretty bright line between the two. Thanks.

ROGER CARNEY: Yeah. I agree, Berry. Thank you. Okay. It looks like we have support for not changing this. So let's go ahead and do that and we'll just add in rationale on that. Jim, please go ahead.

JIM GALVIN: Just a comment in the chat. I have an AOB for this Rec when you're into that. I didn't mean to interrupt.

ROGER CARNEY: No, no, go ahead. I think we're done.

JIM GALVIN: Okay. Jim Galvin, Registry Stakeholder Group for the record. I hope this is really an editorial thing. But going back up to the top there, there is a comment there about in the event of any inconsistency RAA definitions will supersede—I apologize for bringing this up at this late time, we didn't catch it before—but it feels like that should say, "RAA or RA as appropriate will supersede" since registries obviously have a different agreement. They should always all be in sync. But we don't really want to be dependent on the RAA contract if we can avoid that. Thanks.

ROGER CARNEY: Yeah. Great. Thanks, Jim. It's a good call out because registries aren't held to the RAA. So I think we can update that. Okay. Any concerns for anything on that, just adding the RAA as appropriate or a little more of that? Okay. I think we'll go ahead and do that. I

think Caitlin was at the last one on this one. Was there just two comments on there or two sections?

CAITLIN TUBERGEN: That's right, Roger. We have concluded Rec 14.

ROGER CARNEY: Okay, great. Fortunately, there were no comments on 15 so we wrote 15. Perfect. So we'll jump into 16.

CAITLIN TUBERGEN: Thanks, Roger. So Recommendation 16 deals with the post creation lock. As everyone remembers, this was a conversation that took a bit of time to come to a proposed compromise for purposes of the initial report recommendation. So as a reminder, the group recommended that post creation of a domain name, the domain should be locked for 30 days from inter-registrar transfer. That was to protect against any sort of abuse. We talked about credit card charge backs, domain name hopping, as well as some of the RPM issues associated with it. As a reminder, in the current Transfer Policy, there is a provision that allows a registrar to NACK a transfer if it's within 60 days of creation. However, that's not universally applied across all registrars. So one of the goals with this recommendation was to make it consistent across all registrars in terms of the time period. So the group had agreed on 30 days for the recommendation. I just wanted to provide that primer before we go into the discussion here because there's a lot of discussion about that time period.

So the first is that the period should be longer. This commenter is noting that 60 days is preferable in terms of trademark enforcement. I believe this comment came from the Business Constituency. Again, I want to note that 60 days is currently allowable under the Transfer Policy today. I think we could probably talk about this comment as well as the next set of comments together because the next set of comments in B argue that the period should be shorter. Some groups argue that 14 days is sufficient. Some groups argue, including the Registrar Stakeholder Group, that irrespective of what the group ultimately agrees upon, it should be possible to override that lock period so that in the event a customer does want to transfer their name, say within three days or five days, they should be allowed to do that under the Transfer Policy. So I'll turn it back over to Roger, but noting that there's obviously still differing opinions on what that period should be.

ROGER CARNEY: Great. Thanks, Caitlin. I'm not sure who the comments come from, but it's okay. I think that's interesting because the comments kind of went through the several discussions that we had on this timing. I think it was 60 to 30 to 14, and we talked about all those in our discussions. I think that we came to that a logical 30 as better than today but not over burdensome for anyone. So it's interesting that A and B, as Caitlin mentioned, that contradictory view of it, it's too long, too short. The three bears kind of thing. I think we hit that sweet spot, to me anyway, of 30 days, but if anyone wants to discuss. Keiron, please go ahead.

KEIRON TOBIN: Thank you, Roger. Just to echo, I think the key thing here is obviously, like you said, with both groups going between 14 and 60, I think the happy medium there is 30. Remember that in this as well, we're also looking for continuity across the board. So the fact that a new registration would be with 30 days as well to keep a transfer lock on a domain that transfers for 30 days as well also helps both. Most parties out there understand the rationale why we landed on 30. Again, I think if we looked at 14, like you said it would be too small, and having a domain locks for 60 days. Remember, that's two-twelfths of your registration period gone as it is. Whereas one-twelfth of your agreement of a registration I think makes kind of a lot more sense. I think it also gives people a lot more options as well. Thank you.

ROGER CARNEY: Great. Thanks, Keiron. Sarah, please go ahead.

SARAH WYLD: Hi. Well, gosh, Keiron said mostly when I was going to say. Thank you, Keiron. I also think that 30 days is a good, happy medium. I strongly think that the lock periods and eventual transfer undo period all need to match up so whatever we end up with should be the same period for all of them.

I actually had either forgotten or didn't know this, but I quite liked the suggestion that registrars should be able to override the lock period. I think if the lock is existing to protect against fraud and to protect the registrant, then in agreement between the registrar and

registrant, I would think we should be able to override that one also. Thank you.

ROGER CARNEY: Great. Thanks, Sarah. Let's try to keep that slightly separate. But I agree, I think that's something we need to talk about. But I just want to make sure to put this down. I think everybody's saying that 30 days seem appropriate. We don't need to extend it back to 60, which was optional, but we're going to we're going to make it permanent. We don't need to make it shorter. I think that's what we're saying on that, on the timeline anyway. Let's keep it at 30.

I don't think any of the commenters are really provide anything that we didn't talk about so I think that that's okay. Let's keep it at 30. Again, I'm not sure that there's anything here that was introduced. Again, we're seeing the discussion we had, there's 60 days, there's 14, and obviously we picked that middle. As everybody said, to try to keep it consistent across the board too so it's easier to explain and rationalize. But I hadn't jumped into what Sarah's touched on right at the end, and maybe I'll have Caitlin jump into this as well. So, Caitlin, please go ahead.

CAITLIN TUBERGEN: Thanks, Roger, and thanks, Sarah, for getting us right into the next concern. So the next concern is from the Registrar Stakeholder Group, and I believe another registrar noted that irrespective of what period the group lands on, it should be up to the registrar and the registrant to override that so that if, for example, a customer wanted to transfer their name, within 30

days, they should be allowed to. The Registrar Stakeholder Group, in particular, notes that there might be reasons why a registrar would allow a transfer, if there's some sort of violation of the Terms of Service or Acceptable Use Policy, it shouldn't be locked in with this customer for 30 days. So those are their comments here.

ROGER CARNEY: Great. Thanks, Caitlin. Okay. So yeah, we had this discussion when we talked about it. I don't know that we got into it too deep. Maybe we only talked about it once or twice about a possible override. I think at the time, we ran into the problem of how do you control that? It's one of those where if you allow it then does a registrar that wants to eliminate it completely just right into their terms, it says that we can change this whenever we want. I think the problem was trying to control this. So it wasn't avoiding the 30-day lock to avoid the 30-day lock. It was more when we talked about it, we tried to give specific examples but I don't think we ever came up with a mechanism of control or a way for anybody to follow up on it. Keiron, please go ahead.

KEIRON TOBIN: Thank you. I think in order to override this, I think there needs to be some form of legal rationale behind it such as a court order, a law enforcement request, or even a UDRP, we can include in that. I think we need to be very specific in terms of what we define legal as. But I just worry that if we kind of lean with this, there may be registrars out there who kind of disagree with it. I mean, at that point, it's going to be quite difficult for a registry to impose as well,

because remember that these two were tying together, we're tying the fact of a brand new registration and also a transfer in. So essentially, does that mean that a registrar who doesn't want to agree with the first seven or eight days of a brand new quickly created domain can transfer it out? There's lots of problems that I see with that. So I think we need to be very definitive here and exactly that terminology. I think this is for section—is it Phase 2, Roger, if I'm correct? I think this is where we're probably going to discuss it a bit more. But yeah, I think we definitely need to have something more in scope here and that kind of pinpoints exactly what we define this as. Thank you.

ROGER CARNEY: Great. Thanks, Keiron. Zak, please go ahead.

ZAK MUSCOVITCH: Thank you, Roger. Looking at the comments on this, there does seem to be significant support. I'm not saying that it's a sufficient support, but at least significant support for seriously considering whether there should be in a potential override as decided between a registrar and its customer. It makes sense to have the 30-day rule here. But the rule is in place or will be in place, not because we like to have locks generally and we like the sound of 30-day lock. It's for very particular purposes. We cited them in the initial report: prevent fraud, enable a UDRP to be brought without having to recommence it against a different registrar, etc. So if a particular registrar looks at the circumstances and says, "You know what, we have no concerns with charge backs. We have no concern with fraud, we know this customer. We've satisfied

ourselves that we've identified the customer," they should be able to override that lock because the lock is only there as a protection for particular reasons. It's not just a good idea generally. Thank you.

ROGER CARNEY: Okay. Thanks, Zak. Theo, please go ahead.

THEO GEURTS: When I was looking at this, my concern is it hasn't happened yet but it will happen at some point that some of these far right old groups will suddenly move the domain names to us. And we had that happen not yet. But if that happens and we can't move those domain names out, we're going to have a problem because that's usually generating a lot of heat on us and our support team and we have a very small team. So it may be different for bigger registrars, but I would like to have the option to be able to move those things away from us as soon as possible. Thanks.

ROGER CARNEY: Great. Thanks, Theo. Berry, please go ahead.

BERRY COBB: Thank you, Roger. So a couple of points here and I take note of Keiron's earlier intervention about consistency of application of this, which to me seems like probably the biggest principle for why the group has developed what it has thus far. Setting that part aside, to Theo's last intervention, and personally speaking, I have

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zero experience of dealing with the types of domains that he was classifying in the use case, but is it still not a possibility that if there is a violation of AUP or TOS for a registrar that the name can still be suspended without having to necessarily transferred away? I don't know what the answer is there, but I would like for the group to explore other options.

But then most importantly, though any kind of "override" here, it gives me PTSD for what we dealt with with change of registrant or CoR. To me, that disrupts the primary principle for why we're wanting to make this consistent. So I think also, to Keiron's point, if this group is going to agree to an override, then it should also include very specific reasons for why that override would be done, so that we can build a set of guardrails around when it could happen and when it can't. It's not because I want it but I am channeling Contractual Compliance here, they're going to need specificity to be able to enforce this. Just a general statement that registrars should be able to override without that guardrail doesn't provide that specificity that we're looking for. Thank you.

ROGER CARNEY: Great. Thanks, Berry. I completely agree. That's kind of how I started this discussion. To me, it has to be pretty focused. Then Keiron even touched on it. It has to be focused on what can trigger that. Again, we had this discussion last year and we talked about the same things. I think that's why we never got to it. We never got the chance to identify those focused reasons of why this could get triggered.

I think something that Berry brought up is consistently too, consistency on this. If we allow it here, is that what people are saying, it would be allowed on a post transfer as well? So just something to think about. Again, we always tried to keep that consistent between the two across all the timeline and the functionality. So if it's approved here, if we say, "Yes. Here's three reasons that you can use it and you can document it," then it is also going to be valid for a post transfer ability to unlock it. Volker, please go ahead.

VOLKER GREIMANN: I think we are looking at two very important points here, the ability to override and what guardrails are in place here. I think we will need some definition of guardrails. But I fear that if we are too specific, we'll always have always have the problem of, well, we forgot this specific circumstance and where it's actually warranted to override the lock in the interest of the registrant, for example. But we didn't think of it now because we are too specific, it's excluded as a possibility. So I think we should have these guardrails as more of a kind of general principles rather than a list of say, for example, hijackings, sanctions, all kinds of different reasons that we can enumerate but that might not be a finite or final list because these lists are never complete.

ROGER CARNEY: Okay. Thanks, Volker. Zak, please go ahead.

ZAK MUSCOVITCH: That's a fair point. In terms of what Berry said, consistency is important and I think we've achieved that with 30 days across the board, but we shouldn't sacrifice common sense on the altar of consistency either. Picture this. A registrant contacts its registrar and says, "I'd like to change registrars." And the registrar says, "I'd love for you to do that as well. But I'm afraid we can't. There's an ICANN policy that forbids it." "What's the reason for that restriction?" "Well, we don't really have any reason for it because we have no concerns about being paid by you, we've had cash in the account, or you've been a customer for 15 years. We've got no trademark concerns because you have a trademark in 180 countries and you have a very unique domain name. And you've explained to us why you want to move from one registrar to another despite this general prohibition, and it's because your internal business policies or your national policies demand that you only do business with registrars in a certain country, and so this needs to be done ASAP." The registrar's only answer is, "Listen, I know we've got no justification whatsoever for preventing you. But we're just stuck with a 30-day law."

So I think it's inappropriate to not have a way of alleviating that restriction. But I do take the point that there could be guardrails. But the guardrails should be fairly general, for example. I haven't put a lot of thought into this but fairly general, such as the registrar having taken into consideration all the circumstances and the reason for the registrant's request is satisfied that there is no concerns resulting from permitting such a transfer. Something as general as that could possibly do the trick. Thank you.

ROGER CARNEY: Okay. Thanks, Zak. Keiron, please go ahead.

KEIRON TOBIN: Coming from a registrar point of view, I'm just reading the comments and seeing Owen's kind of things and stuff like that. Remember, we are consolidating two kinds of conflicts here. This brand new policy that working getting combines brand new registrations with the sake of transfers. So when we bring those two together, we need some kind of unity where you can't just unlock. Could you imagine if you create a domain for a couple of days, two days, and a registrar decides not to have any kind of restrictions on this? Then all of a sudden, we get a registrar who— they're not being uncompliant, they just don't want any locks on whatsoever. So then all of a sudden, as soon as loads of things start getting fraudulently registered, they're able to transfer. We just need more kind of restrictions on this. I think we need to be more broader and actually look at the wider scope of exactly what we're doing here. We're combining two old policies into one. I think we need to think about this a lot more. Yeah, I disagree. Like Volker said, there definitely needs to be some form of guardrail on that. Thank you.

ROGER CARNEY: Great. Thanks, Keiron. Okay. So the interesting thing is—and again, it's why I wanted to separate these two ideas is there's wide support for a 30-day lock. Then now we're talking about a way to override that. It's kind of split here of, okay, if there's an override, there has to be reasons, a list or some way to make that happen so that can be controlled. So it's one of those where I'm

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not sure. A good majority of people support the 30-day reasons. But to provide an override, I'm not sure we're seeing that. Sarah, please go ahead.

SARAH WYLD: Thank you. I think we should split up the idea of an override to the lock into two things. One of those two would be whatever kind of fast undo process we come up with, because that is a reversal of a transfer. Separately, we have this 30-day lock. I think there's value in being able to override it. Just like at the request of the domain owner and the agreement of the registrar. As Zak laid out, the registrar should say this is not a fraud situation or we don't have any concerns about it. I still think there's value in that. But my purpose of this comment was to say we should separate that from the concept of the fast undo override, which is I think entirely different. Thank you.

ROGER CARNEY: Great, Sarah. Really, I wasn't trying to tie those together. I think people are making a good argument of why there should be an override, but I don't think anybody's putting in the guardrails to make that happen. I think the problem is if you say, well, if the registrar and the registrant agree, then a registrar can just write in their Terms of Service saying why you agree to allow me to transfer it or not to transfer it or lock it, however you want to do it. Then the 30-day lock just disappears because that registrar has just decided that they're going to allow them to move it in whenever they want. So I think that's the tough part. I think there's obviously—and I think everybody's outlined it—reasons for an

override. But I think the problem is opening it up to abuse of registrars that can abuse that override and do it whenever they want. Sarah, you're asking why it's a problem if registrars abuse it.

SARAH WYLD: Sorry, can I respond to that, Roger?

ROGER CARNEY: Yeah, please.

SARAH WYLD: Thank you. Sorry for the confusion there. I think the question "Why is it a problem?" is why would it be a problem if a registrar is able to just put into their Terms of Service that we don't use the lock? I'm not saying for sure I think it's the right idea. I'm saying let's discuss it and let's think it through. What does the lock exist for? I think we said the lock is there to help in cases of fraud so it gives the registrar time to do their fraud prevention work. Maybe we have a concern about like stolen credit cards and so the cardholder would need to do something, but I'm not sure that the domain being at the initial registrar is an issue for that. Then maybe it's about the fast undo process, which is separate, right? So if our real issue here is fraud prevention, then we've got the credit card unauthorized payments, then maybe the registrar is allowed to decide that they want to take that risk. Thank you.

ROGER CARNEY:	Thanks, Sarah. So you're saying that there is no 30-day mandatory lock then, is what you're saying? Because then it's basically left to the registrar.
SARAH WYLD:	I think I'd like it to be the sort of standard default. Or maybe we want to say that there is a 30-day, and so you cannot have like a blanket override and it can only be a per domain override. Maybe that's a good balance here. Just to be clear, I don't yet have a firm opinion on this one. So I'm suggesting but not demanding, of course. Thank you.
ROGER CARNEY:	Thanks, Sarah. Rick, please go ahead.
RICK WILHELM:	Thanks, Roger. I'm not quite sure just about the terminology about this notion of where we say abusing the ability to release the lock, that I think we've got to be careful because when we say that, I think we're a little bit inverting what's going on here. Because the lock is there to make sure that, as Sarah mentioned, credit card abuse isn't happening and things like that, but abusing the ability doesn't really come into play because the thing is there to protect against fraud and things like that. And if the registrar wants to release it and has a rationale to release it, that seems perfectly workable. So I think I'm agreeing with Sarah and her points. While this is mostly a registrar issue as the registries, we care about this. Because from time to time, if these locks don't get released, the registries end up taking support calls on these kinds of things.

Because a registrant will show up at our phone bank or in our e-mail and say, "Hey, I'm trying to move my name and I can't move it." So we're trying to avoid, sort of like Theo, avoid those tech support calls there. So I think we've got to be careful about our terminology when we talk about abusing the ability because we're saying that we're getting freedom to the registrar to transfer the name. So I don't think that's really something we can be abusing. Thank you very much.

ROGER CARNEY: Great. Thanks, Rick. I think the abuse is from the registrar. It's a protection for the registrant as well. If the registrar is just making the decisions … What we're saying from a global policy perspective is we think 30 days is valid, and for these reasons that are highlighted on the screen, these are a few of the things that we mentioned, were important for that 30-day lock reason. But now we're saying that possibly, well, those protections aren't really all that important and registrars should get to decide that. So I think that's where the abuse part gets in is when the registrar starts making the decision on their own for these things that we said were important. So just my thoughts on it. Theo, please go ahead.

THEO GEURTS: I never understood the locks anyways because I'm dealing with a lot of registries in the ccTLD space that don't have any locks. If you want to transfer your domain name six times a day to different registrars, be our guest, usually those transfers are free anyways. So that's not a problem from a billing perspective. But I think it's

important for this group. I mean, if you are a registrar and you have these concerns, and you also carry a bunch of ccTLDs which don't have those restrictions in place, try to figure out if they are causing problems within your organization. And if the answer is yes, try to figure out what these issues are. I think if you have come up with the issues, then you also have good arguments to make within this group to say, "No, we should have locks in place because this and this and this is happening." But if you can't come up with any issues, then we really should consider like, "Why do we have these locks?" Because if I hear certain arguments about fraudulent credit cards, I'm going like, yeah, that is something you can completely control yourself by getting yourself a good credit card merchant that does on-the-fly checks to see if a credit card is fraudulent or not. I mean, that is a business decision that you make and that is not something that should be an argument within this group. So those are my suggestions. Thanks.

ROGER CARNEY: Great. Thanks, Theo. Again, I'll just point everybody to the rationale that we came up with when we talked about this. A long ago, we talked about it, it's on the screen, the rationale that we used saying a lock is important for these reasons. So, just so everybody has them in front of you. Catherine, please go ahead.

CATHERINE MERDINGER: Thanks, Roger. That is basically what I was going to say, kind of, regarding the rationale. We got here four reasons. We can see some of those reasons. But we also, in our conversation, certainly discussed the ability of not putting this lock on. So I guess I'm not

totally understanding or remembering maybe, why we fully disregarded that as inappropriate, like the ability to unlock or override the lock or whatever it is as inappropriate at this stage. Why did we just—not disregard—but why did we decide that was not a good idea? I see what our rationale is for having the lock and I'm not totally seeing why not having the lock is better.

I'm not married to either option of mandatory lock or not mandatory lock. We've obviously decided or had decided in the past that these rationales were good enough to justify a mandatory lock. I don't see necessarily yet how this overrides this rationale. I feel like we must have talked about it is my thought also. We must have discussed why it had to be mandatory and not optional. Does anyone remember why we said, "Yeah, shouldn't it be optional?" and then we're having this conversation again, which I think we absolutely should have. But I'm just wondering, we must have already covered this, right? Sorry, that might be a dumb question. Thanks.

ROGER CARNEY: Great. Thanks, Catherine. Actually, I think you said it. I think that we did touch on this multiple times about is there a way to make this a mandatory lock, which today is a new create is only optional for registrars, and they have a 60-day window to imply that optional window. We talked about making it flexible and that you could override it or not, and we never got to a spot that we were comfortable with and putting that in language. So I think that that's why we're here is we agreed that the lock was important for at least these few reasons here there on the screen. Those locks were important for those reasons. We never got to a good

override decision within the group of, yeah, would it be nice. I think that that was thrown out there and discussed, but no one was able to get it down further than "would it be nice" and get it into language. So that's just how I remember things. Jim, please go ahead.

JIM GALVIN: Let me answer Catherine's question because we still have not yet provided the full answer to her question. So I'm going to make a security comment here. Overall, we have this principle in this group that we are trying to improve the security profile of transfers overall, and that's improving the security profile for transfers on behalf of a registrant.

There are two security benefits from the transfer lock. One of them is to a registrar, which we've been talking about here quite a bit. Just speaking from a general principle point of view, I like Sarah's comment in the chat that, and maybe just sort of thinking this through and talking it out loud, I really have no position on this point here. But from a registrar point of view, maybe it should be optional, the 30-day lock. They should decide what risk they do or don't want to take and be able to make that decision for themselves and go forward. That seems like a reasonable business choice to me, just from a security profile point of view.

However, the feature to the registrant in having that 30-day lock is it is a mitigation against hijacking. So you have a choice here in which registrar might be rogue, if you will, just to sort of think this through and walk through it. On the side of the gaining registrar, you want to make sure that as a losing registrar, if that domain

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was hijacked in some way and got to the next registrar, I actually have an opportunity to get it back. This is what gets us to the next phase discussion which we never really got to, which is how do you have a streamlined claw back process? What does all of that mean and what do I do there?

So that's the feature that's there in providing that 30-day lock. If you make it optional, then you're pulling that out of the security profile. In my mind, at least, as I think about the security profile text that we're developing and making available here, the losing FOA becomes a much more important thing, the transfer confirmation, using the new terminology here. The transfer confirmation step then becomes an important thing that you have to have. So there's a trade off there in my mind that that 30-day transfer lock gives you an opportunity to detect that something has happened and want to get it back, or you can have the transfer confirmation and that's the registrant's opportunity to get one last look at what's going on and an opportunity to take it back. The problem is you still lose a particular feature here. That 30-day lock is kind of important.

I'm sorry. Now I'm getting a little long-winded here. But just to finish this point off, the interesting thing is if your account at the losing registrar is hijacked, then yes, all bets are off. But the advantage of the 30-day lock is if a name moves, then presumably the name services have also moved, which means there's going to be an impact in whatever services you have on that name. Which means, ultimately, that as a registrant who no longer controls your domain name, you're going to get some indication that something is going on, which is more than you'll get with just

the transfer confirmation. Because the transfer confirmation, if your account is hijacked, then presumably whoever got hijacked your account at the losing registrar can also deal with the transfer confirmation. So you lose that particular feature, you lose the ability to have mitigation against hijacking and the ability to get it back. So, in short, you have a question of which you're giving priority to and which do you want to enforce, the protection that the registrar gets with the 30-day lock or the protection that the registrant gets with the 30-day lock. Thanks.

ROGER CARNEY: Great. Thanks, Jim. Thanks for intervening because I was trying to say that earlier, maybe it didn't come across that way. So I appreciate that, Jim. Keiron, please go ahead.

KEIRON TOBIN: Thank you. Yeah, I'm actually surprised in terms of the RrSG. The only people who this seems to benefit off feeds and those essentially out there. I mean, remember, you're losing customers as it is. If you're kind of agreeing to allow the registrants to transfer away, then essentially you are losing customers yourself. I'm really confused by how we've got to this state of just thinking that we're allowing—I mean, a lot of these people in this group, especially registrars, are very proactive at abuse and stuff like that. But some of them out there are really, really bad for it. I'm sure many of you out there have experienced this as well. So I'm just shocked by this whole conversation, to be honest with you. I thought it was kind of more in agreement. Thank you.

ROGER CARNEY: Great. Thanks, Keiron. Just a reminder, the people here are participating on behalf of their groups. There's a wide range of registrars here on purpose, but everyone's here to represent their groups and not necessarily their individual viewpoints. But yeah, the reason we have so many registrars here is because the business models are wide and distinct. But yeah, it's one of those where you should be looking at supporting your stakeholder groups when you're talking. So just a reminder. Zak, please go ahead.

ZAK MUSCOVITCH: Thank you. Jim set out the rationale for having the 30-day lock in the first place. In that sense, that explanation is very well taken. That's why this working group, I believe, established this 30-day lock in this instance. There are elements of registrant protection there and there's elements of registrar protection there. However, I don't think that rationale addresses the other point which is why not have the possibility of a case-by-case override in the circumstance where a registrar is comfortable with its risk and a registrant is comfortable with its risk and the registrar has satisfactorily identified it's dealing with the actual registrant. So if you look on the third bullet point under the rationale, for registrants who legitimately want to transfer domain name shortly after registration, the working group believes that 30 days is a reasonable period of time to wait. And that's really what we end up with if it's a general prohibition that has no ways of alleviating it in legitimate circumstances. You're just going to have to wait. We

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don't have any reason. There's no risk. Everyone wants to do it. But we just have to.

So getting back to Keiron's suggestion about guardrails and Sarah suggestion about a case-by-case basis, I think that's probably the direction we should go in. So it's important to have this general prohibition for 30 days. But it's also important to enable in the appropriate circumstances for the parties, customer, and the service provider to agree where they're both completely satisfied to override them. That would, I think, get around the issue of making—as, Roger, you mentioned putting it in the Terms of Service that's done in every case, that's probably inappropriate because that effectively routes around the general prohibition for 30 days. But I don't think that the considerations that went into this 30-day lock, which are valid, necessarily alleviate or erase the reason for wanting to have the override, which can be determined in discretion on a case-by-case basis. Thank you.

ROGER CARNEY: Great. Thanks, Zak. Okay. Any other comments? Again, I think we've touched on this a couple of times. It sounds like the group does support the idea of a 30-day lock. Again, we're specifically talking about on creates here, but one of our hopes was that we're going to make this consistent. So I want everybody to think about it in the back of their head too about on a transfer as well post transfer, because right now we have the same rules. I assume everybody's looking at the same rules moving forward so I think we got to think about that together. Theo, please go ahead.

THEO GEURTS: We should keep in mind that it is indeed, we got to talking about creates here. How high of a risk are those newly registered domain names in the first place? I mean, we're not talking about a 20-year-old domain name that is being used as a DNS server somewhere. No. This is just the domain that just got registered and I don't see a higher risk of that being hijacked. That being said, I think it should be optional for the registrars because this whole idea of doing it on a case-by-case basis where a registrar and registrant work it out, I don't see that working for a wholesale model. We would bypass our resellers, which is sort of a unwritten no-go rule. So I find that a highly problematic in the first place, that it's between the registrar and the registrant because we usually don't communicate to them. And I certainly don't want to have the support load on them because our business model cannot cut down. We need to increase the prices big time to retail prices. That's the end of the business model there. Thanks.

ROGER CARNEY: Great. Thanks, Theo. Okay. Again, I think the interesting thing is now we're jumping wider. To me, if it's optional, then there's no such thing. We might as well remove it from the policy. Because then you're just allowing the registrars to provide whatever they want to provide. I think that the issue is today that's the way it is, it's 60 days today and registrars get to decide to use it or not. So, a registrant obviously gets to choose what registrar they go to but will have a different experience at different registrars. One of the goals here was to make it more consistent, and again, not consistent just on the create but across the board.

We've had these discussions and we got to the 30 days as a nice medium, and again, on timelines and everything in rationale for it. And again, at the time, we talked about an override. So I think the important thing is if we can get parameters for an override that makes sense to the group to use going forward then we can look at putting in override language. But right now, I don't know that we have any of that. So I would ask—and I think Berry even said it, he did—maybe a small team spins off and those that are interested in an override, and maybe even Theo because he's concerned about the wholesale effect of the resellers. If that happens, then the reseller might have to do it and things like that. But I think maybe spin off a team that can document and maybe come up with language that says, "Okay and override is appropriate here," or however, whatever that language looks like. I think not just for this domain create but also on the domain transfer because we wanted that process to be the same. And maybe we can't get it to the same. Maybe that's what it decides. But today, our recommendations are identical for post create and post transfer. So it'd be good to keep it that way as we discussed over the past year.

So I think if there's a group that wants to get together, whoever it is, that wants to talk about formulating an override language that the group can support, I encourage a small group to spin up and the small group can talk through and provide the group some language that we can actually discuss instead of saying one-offs here and there. Thoughts? Anyone want to volunteer to run a small group to talk about possibility of an override feature? Berry, please go ahead.

BERRY COBB: Thank you, Roger. Just one point. Staff, of course, will fully support and helping to organize the small team. But I think where we're at is we really haven't heard new information that we have that the working group hasn't already discussed. We're, essentially, at least with this particular topic, approaching what can you live with or what can't you live with? Absent of some sort of output from the small team that could define what these override guardrails could be with some sort of flexibility, it needs to be done in a way that the full working group that we're going to need to get to consensus on this new addition, not to mention that this starts to tread down the territory of a substantial enough change that would maybe require some additional public comment that of course put strain on our schedule. So just for the group to consider this as we're getting down this. But most importantly is what can the groups live with versus what you can't live with? Thank you.

ROGER CARNEY: Great. Thanks, Berry. Okay. So I think we can conclude today's discussion on this, but if someone wants to participate in a small group, please let staff know. As Berry mentioned, staff can facilitate a small group getting together a few times to try to find out some language that can be brought back to the working group. Again, we talked about this a while back, but we never got to that spot of actually producing any language that people can view or edit or comment on. So I think that if there are people that are supporting the flexibility of an override and want to discuss that, please let staff know and they can organize it. Again, otherwise, I

think, as Berry mentioned, we've got an agreement on the 30-day lock as it is today, and we'll move forward that if we don't get any further language or anything.

Okay. So it looks like a few people are interested, so good. Again, try to get all this done as quickly as possible. Probably staff gets the set up maybe a couple of weeks of work for a small team to iron that out and bring it back. So we can have it ironed out before we conclude our public comments. Okay. Great. Thanks, Keiron.

Okay. Caitlin, we move on to the next set of comments, please? Crystal, please go ahead first.

CRYSTAL ONDO: Thanks, Roger. Just from a process clarity. So these folks are going to get together proposed language and then we'll talk about it as a larger group or—

ROGER CARNEY: Yes. They'll provide that back to us and we can talk about it. Thanks, Crystal. Caitlin, please go ahead.

CAITLIN TUBERGEN: Thank you, Roger. Going down into the additional comments received on Recommendation 16, we've touched on the next set of comments kind of tangentially in reference to the time period. But there were a couple of registrars who believe the period should be eliminated entirely. Not just that there's an override, but that it shouldn't exist. So that's something to keep in mind. I don't

know if we want to go into this now or if you want me to go through the rest of the comments and see if there's anything else to add.

ROGER CARNEY: Thanks, Caitlin. Specifically on those that don't want it to exist, I think that it's an inappropriate comment. But I think, again, the working group worked through this back then and even today now working through it, that 30 days does seem to hold across the majority of the working ... We can move on from those that don't want one.

CAITLIN TUBERGEN: Okay. Thanks, Roger. Moving on to the concerns voiced in E. The first is from the Registrar Stakeholder Group. We also kind of touched on this in reference to the time period in our earlier discussion. But in essence, the Registrar Stakeholder Group conducted an internal poll amongst its members and could not come to consensus on what the time period should be, but did note that the time period should be consistent for both Recommendations 16 and 17. So in other words, post creation and post transfer. So there was that comment.

Then there was a comment about there being some hypocrisy in this recommendation, and also noting that the restriction against transfer should be enforced by the registry rather than the registrar. There's a comment about using the term creation date instead of initial registration date since creation date corresponds with the field in RDDS. Lastly, this commenter notes that the

rationale about the UDRP filing, warranting a lock of the name. This commenter note that that's not a sound rationale since the name would have to be locked at the UDRP, proceeding was filed. So that is that sort of comments if we want to discuss anything here.

ROGER CARNEY: Great. Thanks, Caitlin. I think we can run through these pretty quick. Again, I think that we talked about this not being hypocrisy because the goal of the 30 days is both for a registrar and a registrant protection, not a registrar-only protection. So I don't think that there's hypocrisy in there at all. But feel free to comment if you disagree.

That'll be down at the UDRP. We had this discussion in our earlier discussions around this and that, yes, we understand. But the problem is, do a UDRP, you name the registrar, and if it's moved, then you have to update the right UDRP. So it does make it more streamlined and efficient, the 30 days. Again, it's not that it's going to stop that because it could post the UDRP on day 29 and it changes by the time you do it, by the time a decision is made on it. But it does help buffer that.

As far as the language being initial registration date and create, it's either one. The creation date is what shows up in the RDDS. So maybe that is more appropriate. I don't know. It seems to be the equivalent but leave that open.

Enforced by the registry or registrar, again, I think, to me, it gets back to the commitment is between the registrar and the registrant

and the registry having as little effect on that as possible. Otherwise, if it's enforced, it does standardize across the board. But I don't know that we're seeing any issues with that. Just my thoughts.

But I'll open it up for anyone. Again, I don't think there's hypocrisy because I think it's both ways. But anything else I think is open. On registry or registrar, any comments? Rick, please go ahead.

RICK WILHELM: Thanks, Roger. Perhaps, obviously, the registries don't want to be enforcing this. Just getting that out there for clarity. Thank you.

ROGER CARNEY: Great. Thanks, Rick. Yes, I think that it can be standardized that way but I don't see that there's a problem in the execution of it today, which is by registrar. Thanks, Crystal.

The language, does anybody have any preference on creation date versus initial registration date? Some of your more technical people maybe prefer creation. I don't know. Theo? Jim? Rick? Anyone? That's my problem, Catherine, is I didn't really see a big difference in what that says. But is it more precise? I don't know. Rick, please go ahead.

RICK WILHELM: Thanks, Roger. I don't know how it's imprecise. There might be some worthwhile to look at to make sure that we're being consistent throughout all of these documents to make sure that if

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we've got another spot where we're using creation date versus initial registration date to make sure that we're internally consistent, but I wouldn't call it imprecise. But I think that internal consistency is a reasonable goal. Thank you.

ROGER CARNEY: Great. Thanks, Rick. You're getting support for that as well. Let's just make sure that we do that and stay with what it is. So if we have initial, let's make sure it's consistent. I think that's about it. I don't think anything else here needs to be addressed. So let's go ahead and move on. Caitlin, please go ahead.

CAITLIN TUBERGEN: Thanks, Roger. The last comment on Recommendation 16 is proposed edit C. This edit comes from ICANN Org. ICANN Org here is suggesting that the working group discuss how these mandatory restrictions from transfer be implemented, noting that there's a preference to use the standard EPP status codes, such as client transfer prohibited so that it's consistent across the board, and also that it would signal in RDDS that the name is locked. There is some draft language here which notes that the registrar must restrict the RNH from transferring a domain name to a new registrar within 30 days of the initial registration date by setting the appropriate EPP status or statuses in the registry system.

ROGER CARNEY: Great. Thanks, Caitlin. I think that we talked about this as well. It's amazing how much we covered back then and these just bring it

back up. I think we purposely left it a little more generic so that it could be left up to the implementers as to how they were going to do this. As I'm thinking about it, it seems like when you look into the RDDS and you see that there's a transfer lock, I guess you still don't know why the lock's there but you can, I guess, infer from the domain is only 20 days old or it was just transferred 20 days ago. So maybe the visual is a good thing. I don't know. It's a calculable field. If you've seen that the create date was 20 days ago, then you know it's locked because the policy says it's locked. I don't know if the visuals are a benefit or not. Rick, please go ahead.

RICK WILHELM: Thanks, Roger. One, just let me offer that I haven't thought a ton about this. But two, I think that given where we are about these kinds of restrictions—because I think that we're talking about the kind of restrictions as they relate to the kind of restrictions related to, let's say, the initial 30 days or 30 days post transfer or end date, something like that, as opposed to some sort of other restrictions. I think we need to be a little bit careful about those that involve only the registrar of record and those that evolve potentially other registrars. Because the ones where they're only involving the registrar of record, I don't necessarily know that they would need to be communicated and managed via the EPP status codes or even entered into the registry. The registrar might choose to implement those only on the client side. Again, I haven't thought this through a ton but I think we need to be careful about over specifying exactly how those things are done if they're only local to the sponsoring registrar, if the restrictions that we're

talking about are only local to the sponsoring registrar. That's loosely held but maybe something for us to think about.

ROGER CARNEY: Great. Thanks, Rick. Thank you. I was thinking similar path, Rick. The EPP status code, it's not intended just for this purpose. So you still need to depend on correlating that status to some other data. If the policy states 30 days and it's within 20 days, that extra EPP code doesn't tell you anything, necessarily. If it's 60 days in and that EPP code is on there, then you have to still figure out what that means. I think that's why we got to this decision was to leave it fairly open. So not to mandate this because I think that as long as the policy dictates it, it's easy to track. That's just my recollection.

Any other comments? I think that we'll leave it as is without any additional language just as we had in the original recommendation. Okay. I don't see any disagreement with that. So let's leave it as is without the additional language in there.

Okay. We've got about 12 minutes and I think we can jump to Rec 17, Caitlin. I think a lot of these are similar but let's go ahead and jump into it real quick.

CAITLIN TUBERGEN: Sure thing. Thanks, Roger. As Roger noted, you're going to see a lot of the same comments made on this recommendation, Recommendation 17. As a reminder, Recommendation 17 deals with transfer restrictions after an inter-registrar transfer. Similar to the post creation restriction, the current Transfer Policy has a

provision that allows registrars to NACK a transfer if it's within 60 days of an inter-registrar transfer. Again, that's not a requirement but it's optional. The previous discussions that the working group had similar to Recommendation 16 where that it was inconsistently applied across registrars, and the goal was to create a uniform period across all registrars to prevent hijacking but also to allow the freedom for customers to transfer their names, and also keeping in mind that a consistent period would make it less confusing to the customer. If different registrars were treating it differently, it ultimately leads to customer confusion, which the group was trying to avoid.

As a high-level view of the comments, again, they're nearly identical to Recommendation 16. There were some commenters that believed that 30 days is too long and that there should be a period but it should be closer to 14 days. The same commenters from Recommendation 16 believed that there should be a longer period. There were identical comments about the option to override this transfer restriction. Similar commenters believe there shouldn't be any sort of restriction. Again, the Registrar Stakeholder Group conducted an internal poll and there was no consensus or agreement about what the period should be, but 30 days and 60 days were the most popular options among the group. But the group did note that the period should be consistent for both post creation and post transfer. Similar to the comment we just talked about, the ICANN Org colleagues noted that they suggested implementation note adding how the transfer restriction should take place.

Then the last comment deals with creating a strong Transfer Dispute Resolution Policy, which registrants can use themselves rather than today's state, which is that registrars would file a TDRP on behalf of the registrant. As a note down here, the TDRP is part of Phase 2, but we just did want to acknowledge that we received that comment in relation to the post inter-registrar transfer restriction.

That's an overview of the comments. Roger, if you had any thoughts or if you wanted to open the discussion, I'm going to hand it back over to you.

ROGER CARNEY: Great. Thanks, Caitlin. Berry, please go ahead.

BERRY COBB: Thank you, Roger. Obviously, we're running out of time so we're not going to get into the substance of this. The action for the whole working group should be to review these comments in detail in preparation for the next call. When you do that, I strongly urge the group to also keep a frame of reference back to some of the preliminary discussions we had with CoR, the change of registrant, as well, even though the scope and context here is a post transfer restriction for 30 days. But those preliminary discussions were leaning towards leveraging this aspect as a critical feature in terms of preventing multiple hops after a domain is transferred and those kinds of things. While a lot of the comments are similar to Rec 16 as we see here in Rec 17, I think our overarching principles are flipped. This was much more

security first, and consistency second. But again, just keep that mental framework in mind about possible changes that the group may discuss when we do return back to the change of registrant discussions. Thank you.

ROGER CARNEY: Great. Thanks, Berry. Thanks for shadowing for us into the CoR discussion. Honestly, I probably kept doing this on purpose a little bit when we talked about the domain create in saying that it was for consistency and across, then thinking about both the domain create restrictions and the post transfer restrictions. So I think that specifically to these questions for A and B, again, I think that the small team on overrides can look at both of these, Rec 16 and 17, and see if those overrides make sense for both post create and post transfer. So I don't know that we have to get into those here.

The 30 days, again, to Berry's point, we did look at security more than consistency here. Maybe we backed into the domain create on the 30-day because of the security here. But to me, the rationale still exists and the 30 days was a good number, again, between the current 60-day and anything shorter. I think that when we look at A there, I think we've answered that. But anyone in the group, please speak up if they don't think we've answered these. Again, maybe it gets a little confusing because we're talking about similar functionality but it's in two different circumstances.

I think we've answered A and B, to be honest, and C as well. But if anybody has anything they want to bring up, I think our comments from the create work as well here. Obviously, they were different discussions but that's exactly the reasoning for it.

Let's see. The poll, 30-60 for that, so I think that that was good.

Okay. Is there anything new that we need to talk about, that we hadn't talked about prior today and we've talked about already today? Is there anything anyone wants to bring up on Rec 17 that we should pull out? Again, I think Berry made the good notice that obviously this 30 days was set for more security functionality, and then we've made it consistent with the domain create. Those discussions occurred in that order, pretty much. Anything anyone wants to bring up? I think we're good on these. I think we have the rationale for these in response to these comments. But if anyone wants to bring anything up on these, please. We still have a couple minutes.

Okay. Let's go down to C edit there. Again, I think here, the same thing. We purposely left this for the functionality. I don't know if anybody thinks the specificity needs to be here for the post transfer over the post create. But if anybody thinks it should be, please bring it up. Otherwise, I think we stay with our original language on this. Again, it was intended to be left more open than being specific here.

On the last one, it's definitely something to be discussed in Phase 2. I think we've touched on it many times already, that we will be touching on this in Phase 2 and drilling into it on Phase 2, the comment to take forward. Again, 16 and 17 are similar. Obviously, slightly different times and slightly different reasons for it. I think the big open thing here is, is there a possibility of some override language? And to Berry's point, we got to consider as well as if that trips into maybe being too big of an update from the comments, maybe we push that out for additional public

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comments. But I think the open item here is, is there language that the small team can come up with that the working group can agree on? And if not, I think that that's okay. I think that we've already talked through this and went through the process of recommending the 30-day language, so I think we're okay with that. But if the small team can come up with something that the working group goes, it'll be discussed. Thanks, Berry. Can and cannot live without on this.

Okay. We are at time. I think the takeaway is just staff will work with the small group on the flexibility of the override. Have a great week, everyone, since this is our only meeting this week. We'll see everyone Tuesday. Thanks. Bye.

DEVAN REED: Thank you all for joining. Once again, this meeting is adjourned. I'll end the recording and disconnect all remaining lines. Bye, everyone.

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