
ICANN Transcription

Transfer Policy Review PDP WG

Tuesday, 16 April 2024 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 Thursday, 16 April, 2024. For today's call, we have apologies from Osvaldo Navoa (GNSO Council Liaison), Steiner Grøtterød (At-Large), Prudence Malinki (RrSG), and Rick Wilhelm (RySG). They have formally assigned to Lutz Donnerhacke (At-Large) and Essie Musailov (RrSG).

As a reminder, the alternate assignment form link can be found in all meeting invite emails. Statements of Interest must be kept up to date. Does anyone have any updates to share? Please raise your hand or speak up now. All members in the alternates will be promoted to panelists. Observers will remain as an attendee and will have view access to chat only. Please remember to state your name before speaking for the transcription. As a reminder, those who take part in the ICANN multi-stakeholder process are to

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comply with the expected standards of behavior. Thank you, and back over to Roger. Please begin.

ROGER CARNEY:

Thanks, Devan. Welcome, everyone. Nothing major to talk about, I don't think, this morning. Just to let everybody know, we are three weeks out from our Contracted Parties Summit for a few of us, so hopefully everybody's preparing for that. I know that there is a transfer discussion in one of the TechOps meetings. I don't remember what day that was on, but I know we'll be off that week as well as a group. But we will have a Contracted Party Registry-Registrar discussion on the recommendations that are affecting any system items. I think that's what the topic's for.

But other than that, I don't have anything else, so I will open up the floor to any stakeholder groups that want to bring anything forward, any comments, discussions they've been having, any questions that they have for the working group. So, I'll open the floor up to any of the stakeholder groups. Mike, please go ahead.

MIKE RODENBAUGH:

Hey, Roger. It's Mike Rodenbaugh from the Intellectual Property Constituency. I just wanted to chime in and note that we're a little bit late getting feedback into the working document, but we did get feedback from the constituency and generally are aligned with the BC's position as to what we can't live with in the latest proposal. Thanks.

ROGER CARNEY: Great. Thanks, Mike. I did see that you did go up and update the working document, which is great. Thank you. The one question I had was on the other tables that they could live with but need change and grammatical or support. Are you in line with BC on those, or do you want to take a look at those and get back to the group?

MIKE RODENBAUGH: Generally in line with the BC, but I didn't have real specific feedback from my constituency on that stuff, so I've just left it alone for now.

ROGER CARNEY: Okay. Great. Thanks, Mike.

MIKE RODENBAUGH: Thank you.

ROGER CARNEY: Okay. Anyone else have any comments or things they want to bring forward? Great. Okay. I think we can go ahead and jump into-- Oh, thanks, Berry, for the note in chat. Yeah, we still would like to hear from the NCSG and the ISP constituency groups as well. Again, if it's agreement with something or additional comments, that would be great because we can continue that discussion. Thanks, Berry. Okay. Christian, please go ahead and take us through our updates.

CHRISTIAN WHEELER: Thank you, Roger. Yeah, I just dropped the link in the chat to this document. You should all have it already, but just for ease. So, some updates that we've made today, so we're just going to go through the-- since we went through last week, those cannot live with items from the BC and the support with a change. Since we went through those last week, we've implemented just a few of those recommendation changes and also the-- Now we're going to go through some of those grammatical changes that are in blue highlight, which you'll see.

So, I'm going to kind of zoom through some of these blue highlights because, again, they are structural, minor textual stuff for grammar. The yellow highlights we can talk about a little bit more, but I'll just kind of dive right in. So, as we go through here, Roger had noted that this was supposed to be 2C in referencing the prior registrant and new registrant requirements that are being removed from 2.3. So, we just updated that because, yeah, it was supposed to be the letter C, not number 2.

Rec 3, this is kind of a restructuring of the sentence from just kind of flipping them around. So as part of the implementation of the new standalone change of registrant data policy, the working group recommends that following a change of registrant data and subject to the opt-out requirements described in Recommendation 4, et cetera, et cetera.

Actually, this was a kind of a combination between the recommendation from the RrSG and the RySG. So, I believe the RrSG suggested flipping these two around, the following this and the subject to that. And then this piece up here was as part of the implementation of the standalone policy, just to add reference

to Rec 2, which was about things that are changing. So that way you can have them both together, and it's clearer that Rec 3 is part of that new change of registrant data policy. So, again, it's just a kind of clarification that this is all just for cohesion, that they're all together.

Similar to here, recommendation from the RrSG kind of flipping these two pieces around subject to the opt-out requirements, just kind of flipping those around for Rec 3.14. Also, updating references to CORD to the full name, change of registrant data. So that only really occurs in a couple of instances. So those have been updated. Same as here, just changing CORD to change of registrant data. RrSG suggested getting rid of the word "following", because we already say after. So, it says provided the opt-out occurs after initial domain name registration or the completion of an inter-registrar transfer.

4.4, this was an edit based off of a question that I believe Sarah presented from the RrSG last call, which was in addition clarifying how long they have to retain the record for. So, I'll just read the full recommendation. It says, the registrar must maintain a record demonstrating that the registrar validated that the opt-out was requested by the registered name holder. The registrar must retain this record for a period of no fewer than 15 months following the end of the registrar's sponsorship of the registration or change of registrant data.

Now, we'll say that this text is kind of inspired by the registration data policy that we are referencing. And I'll just pull it over here so you can kind of see where this is coming from. So, the discussion was, does the CORD policy kind of fall under the transfer dispute

resolution policy? However, it kind of evolved to be more that, just for safety, it would probably be best just to stipulate what the retention should be in this policy, just for clarity. So that's where this is kind of coming from.

Now, what the change is, is that in this policy it says, or an inter-registrant change of registrant transfer of the registration. Now, since change of registrant is going away, it's changing to change of registrant data, that's why this is still here in brackets. However, we probably want to decide whether or not that should stay in this, if that's relevant here, to say that the registrar has to maintain the record for only 15 months after there was a change of registrant data.

So, I'd open that up for discussion. I mean, again, it would refer to something as simple as a change of email. So, the person's name and organization remains the same, it's just a change of email. Or it could possibly be a change of all three. It's going to a completely new individual or organization with a new email address and everything. So how long should the registrar retain that record?

Should it just be 15 months following the end of the registrar's sponsorship, which could fall in line with kind of 4.2, as the group said, that it has to be for-- they have to kind of reset it after the domain name registration or completion of a transfer. So those are both items that would be still under the registrar's kind of management or control. But I leave it open to the group how long they should retain this record for, if this language should be tweaked.

ROGER CARNEY: Great. Thanks, Christian. Looks like you spurred some good conversation here. My first comment is, is I think I don't think the last part's needed because the first part would cover that, but I'll let everybody talk to him about it. Sarah, please go ahead.

SARAH WYLD: Thank you. This is Sarah. I'm just noticing that these two periods are quite different because the end of a sponsorship means, of course, when the domain leaves the registrar, which could be very soon after that opt-out, or it could be years later, right? Whereas change of registrant data-- You know what? I don't actually-- Never mind. I'm going to withdraw my point. Thank you very much.

ROGER CARNEY: Yeah. Thanks, Sarah. And again, I think 15 months after sponsorship should cover all the periods prior to that. I mean, if there's an opt-out, that means they opted out prior to the end of the sponsorship. So, I think the 15 months would cover all those. But Theo, please go ahead.

THEO GEURTS: Yeah. So, I agree with you there, Roger. And this is Theo for the record. I think what you just laid out there in the 15 months, I think that is correct. And these 15 months mirrors the other part of the RDS. And I think as a policy, 15 months is acceptable. I mean, it's only for this policy only. Registrars, of course, can go way

above the 15 months. I mean, we're going to keep those records for probably five years. That is sort of, yeah, well-motivated within our procedures there. So, it can be up, but the policy is going to reflect 15 months. And I think that's important. Thanks.

ROGER CARNEY: Right. Thanks, Theo. Yeah, and good point to bring up, Theo. And I think the wording works here as it says no fewer. Obviously, registrars have to work within the constraints of their legal requirements of retention as well. But I think that that should work here.

CHRISTIAN WHEELER: So, just for my clarification, is the group good with this as it is, or is it saying that we don't need this highlighted section here?

ROGER CARNEY: I think what you have highlighted, Christian, can go away because I think it's overcome by the 15 months.

CHRISTIAN WHEELER: Got you. Okay.

ROGER CARNEY: I think that just makes it clear. Thanks, Christian.

CHRISTIAN WHEELER: Thank you. 4.6, I believe this was a recommendation to kind of help clarify it or make it more consistent with other language from our RySG. Rather than saying, well, first of all, not registrars, the registrar consistent with these other ones like this. May we say modify their opt-out option at the data field level rather than have the flexibility to offer an opt-out at the data field level. May modify their opt-out option at the data field level, just to kind of keep it consistent with this language up here. And if anybody has any issues with it, please raise your hand or feel free to stop me.

ROGER CARNEY: Yeah. Thanks, Christian. And I would just suggest on that one, everybody to think about it because to me, it makes sense, but I don't know if someone reading it would grasp the same thing that I grasp out of it. So, everybody think about it and how it reads, if we need to be more specific or add or remove it or whatever. Again, maybe we all read it fairly easily, but I think we need to think about people that are in this as deeply as we are. Thanks, Christian.

CHRISTIAN WHEELER: Thank you. And that brings us to Rec 17, where hopefully we'll get some good discussion and hopefully kind of close this out today. But let me just quickly go through some of these updates that were suggested. First being getting rid of "less" and changing it to "fewer" for grammar or fewer than 30 days.

And I'll skip ahead to these blue ones down here. Un-RNH received the-- Oh, so this was one, this is an update. So rather

than saying received registrar services for a period of at least 30 days, received the registrar services. Is that clarifying not just registrar services in general, that they received a registrar service anywhere for 30 days? It was pertaining to this particular registrar whom they should have an established relationship with. And separating B into kind of B and C, which I believe was a suggestion from the RrSG. And we'll talk about these as well. So, this might be changing, but I just wanted to kind of cover some of these updates.

And then this was a recommendation from the RySG as one of their items where they could live with this if it had a change. And that change being this language that they proposed, which was that they have to maintain a record of the restriction removal and the related rationale. And they said for no fewer than 30 days after the transfer or more, according to any other relevant data retention policy that might apply. We could update it to be the same as the previous one that we just discussed from the registration data policy, the 15 months. But I leave that to the group to talk about how long they feel like that is an appropriate amount of time.

And then this is what we'll be talking about today because Rec 17 had a lot of good discussion last week. Some groups, I believe it was At-Large, noted that they had concerns about the established relationship, that it might be those confusing and weakly worded. But they acknowledge that there may be some edge cases where the removal of the post-transfer restriction might be reasonable. So maybe there is something there, there's sufficient guardrails.

The RrSG was notably of mixed opinions about it. Some members seem to support the three-point established relationship test, whereas others would remove the instructions entirely and allow the registrar to remove it at their discretion. So hopefully there's a middle ground somewhere there. And I believe the RySG just wanted to have the restriction removal and everything recorded as having a maintained record. And then I believe the BC was the only one that noted that they could support this recommendation as is. So, I leave it there. I see Theo has a raised hand. Thank you for your patience. Go ahead, Theo.

THEO GEURTS:

Oh, wait, I've got very much patience today. So, I'm still struggling with the established relationship. When I look at A, I'm a registrant and I decided to move my domain name to this very spiffy registrar. I transferred a domain name. I'm now a customer at the spiffy registrar. And then it turns out it's not so spiffy over there. It's actually horrible. In fact, I made a real error in judgment because several services that I need are not provided by this spiffy registrar. So now I've got to wait 30 days because I can't email their support because their support will go, yeah, you're just a customer of ours for one day. And the policy says 30 days. You must have a relationship with us for 30 days and not one day. So that's going to be an issue there.

Regular interactions on B. Well, we can discuss or have some sort of definition what regular is, maybe Google will help there or some AI, but demonstrate a willingness to continue receiving registrar services. No, I don't want to do that. I want to move my domain name out because I did it wrong, I made an error in

judgment, and I need to transfer to a different registrar. So, I have no willingness to continue receiving further registrar services from that registrar in the future. I might never come back in the future.

So that is a little bit where I'm struggling for the last couple of meetings on that established relationship. I am in no position to establish a relationship with that registrar and neither can the registrar with the registered name holder. So, it goes both ways. Anyway, that's it. Thanks.

ROGER CARNEY:

Thanks, Theo. Yeah. I think that that's what the kind of the registrar's comment was in this, was that quandary of it may be more than that. And I'm just going to add that obviously we're talking about a pretty small number here, as the At-Large mentioned, we're talking about edge cases when this happens. I'm not going to say it doesn't happen regular. There's a lot of transfers that go through. But I would say that we are talking about a pretty small number of impacted examples here.

So, I think that's one thing to consider. But yeah, I think, Theo, you're touching on the registrar stakeholder whose comment of it, maybe it's more broad than just an established relationship. And I think that that's where the Registrar Stakeholder Group had that issue of, yeah, it makes sense, but there's also so much cases that wouldn't make sense. I think that that's where that falls. But Lutz, please go ahead.

LUTZ DONNERHACKE: Lutz Donnerhacke for the record. Yeah, I think the whole purpose of this recommendations are that they have to provide the security background network for unintended consequences. It's not a framework for protecting for specific errors I made or somebody else made. It's a protection network in the case something went horribly wrong, and I want to get my domain name back.

So, I do not understand this recommendation correctly, I assume, because for me, this recommendation said, if I'm a bad boy and I usually use social engineering to get access to domain tokens, I can transfer them to my registrar. And because I have a good registrar relationship, and I'm willing to use this registrar for more fraud, so we have an established relationship. I can take the domain I just obtained and do whatever I want without any security mechanisms.

And so, I have a little bit problem understanding what's the purpose of this poor recommendation. I do understand that for the normal case, if nothing goes wrong, it's to ease the handling of domain name. If I buy a domain name, everything is fine, everything is legal. I would transfer the domain name to me and I want to change it so that I can use it in the very short near future. Then the 30-day lock is a bad feeling. But if I lose my domain name to something else, some bad actors, a 30-day lock is a real help for me. So, we have to decide what's more important, having the normal case, the 99% of all domain transfers go more easily or to protect the registrants in the case something went horribly wrong. Thanks.

ROGER CARNEY: Great. Thanks, Lutz. Owen, please go ahead.

OWEN SMIGELSKI: Thanks, Roger. This is Owen Smigelski for the transcript. And so, I guess the concern is we have is there are a lot of times where somebody gets a new registrar and then wants to do something with it and they can't because of this lock. And so, the thought was, how can we make it easier for registrants to be able to utilize their own domain names the way they want to?

As for your concerns about hijack domain or anything like that, is a 30-day lock going to prevent that? If it jumps one registrar and waits and it goes again, is a registrant going to really be able to get it back easier and quicker from that registrar? Or is it going to, if it jumps again a second time, or is that going to be harder to get back? I'm not really sure that a 30-day lock is necessarily going to prevent that and is a source of frustration in a number of scenarios where, say, somebody brokers a domain name and buys it for, say, \$5,000. They transfer, it goes to a third-party registrar because they want to use a neutral escrow type situation. Then that person spent \$5,000 on a domain name that they then got to wait 30 days before they can do it.

It can also happen with other like drop catching or aftermarket scenarios. I'm sorry, I don't mean to use the drop cap registrar's trademark as a generic term. It can also be where, say, there's a portfolio acquisition of a merger and acquisition with corporations. There's a partnership that breaks up and people want to transfer domain names. There's a number of scenarios where people just

really want to move their domain names quickly but can't even though they legitimately have that there.

I'm just really concerned that if we make it so this is a mandatory lock all the time, that there's going to be a lot of frustration because I remember working at ICANN Compliance, there's a lot of really unhappy people that their domain names are locked for no reason for themselves. And yes, in theory, it's there to prevent theft or other stuff like that. I'm not speaking to that at all, but I just know that there's a lot of people that are really unhappy with that.

There are other means to get stuff back through the codes and through getting stuff back through disputes. We're also putting in there that we recommend that there be some sort of policy later on or to consider how registrants can do kind of like the UDRP to get their domain name back. I think there's a number of options that are there that can accomplish this without needing to lock somebody into a registrar for a period of time. They might be really unhappy. Thanks.

ROGER CARNEY:

Great. Thanks, Owen. Yeah. And I think I started to touch on it, Owen. Another thing to remember is we did have all of the recommendations from Group 1A, and just because the restriction is removed, all of those protections in Group 1A still apply because they still have to go through the process of getting a TAC from the registrar and then also approving the transfer or the FOA at the end of the process. All those things that we did in Group 1A still apply even if this restriction is moved. Just remember

that, just so everybody has a full thought process there. But, Jim, please go ahead.

JAMES GALVIN: Thanks, Roger. Jim Galvin, Registry Stakeholder Group. I have a different question. I'm not going to re-engage on this security question. Do you want me to go ahead, or do you want to, if others are still on point here, maybe you want to skip over me for a moment?

ROGER CARNEY: Yeah, let me come back to you, Jim, just so we can clear this up. I don't know if we'll clear it up or not, but let me come back to you. Theo, please go ahead.

THEO GEURTS: Yeah, thanks. I'm still stuck on this, so forgive me. So, first plus one on Owen, good points there. And when you earlier mentioned, Roger, edge cases, and Owen gave a good rundown on what are not edge cases, I think. And I don't see this as an edge case also. And maybe for some, it is. I mean, if you only do gTLDs and that's your only bread and butter, yes, then there is most likely not an issue because your customers are used to it.

For us, as a wholesale registrar dealing with a lot of ccTLDs where there's a very different percentages at play here, the registrants come to us and go like, "Hey, I wanted to move my domain name out, worked perfectly for .nl, but .com is stuck. What's up here?" They don't understand there is a difference

between ccTLDs and gTLDs. So, there's always that educational part there. But from a product point of view, the customer is confused. So, I don't think that's not much of an edge case. We see that happen from time to time.

Now, going back to Lutz's comment. When we're dealing with .nl, these domain names don't have locks, so they move again and again and again. However, if we receive a notification that there's something up, like there's domain name theft involved, well, then we're going to nullify the TAC, or at least for .nl, the authorization codes, because they don't have a TAC yet. So, we have procedures in place there, because, okay, now we've got a notification something is up, there might be something amiss, now procedures kick in at the registrar level, and then we're going to lock it for whatever reason.

So, there's always, it's more balanced, I think, when you're dealing with real-life scenarios that play out every day. And I don't think that the-- I'm having a hard time with the security narrative, so to speak. I understand it, but I don't think it's as big as an issue as it is mentioned by some other stakeholders. Thanks.

ROGER CARNEY:

Thanks, Theo. And thanks for the input on the edge case idea. And that's very true. I think that different registrars are going to see this differently and it may be an edge case for some and for others it's not, so good clarity there. Jothan, please go ahead.

JOTHAN FRAKES: Sorry, I could not find the mute button to save my life. Hi, everyone. Jothan Frakes for the record. Yeah, I put this into the chat, but I have seen that a few cases where you get a corporate activity going on where you've got the IT people want to move a domain from registrar A to registrar B to consolidate and optimize their operations. And what happens in this case can be that the gaining registrar does not have sufficient support for DNSSEC or other things that had been in place, some sort of feature that had been in place for that.

And you then need to remove the domain either back to where it was, where that functions again, or to another registrar that has that feature. So, there's a variety of very practical things. I could riff and probably find 10 more edge cases that are very, very fundamentally important for big operations that we would need the flexibility to at least have the opportunity to do a registrar-registrar change in exception to this 30-day registrar change. Thank you. Great.

ROGER CARNEY: Thanks, Jothan. Lutz, please go ahead.

LUTZ DONNERHACKE: Lutz Donnerhacke again for the record. I really have trouble to understand the discussion. I don't believe that somebody here is saying that they are doing their domain transfer in such an unprofessional way that they didn't know which feature they need and which registrar they have in contract, which are not able to fulfill their needs. I don't buy this.

On the other hand, to make it clear, a lock is a security mechanism to prevent or to stop the speed of fraud. We had this discussion years ago at the beginning of this working group, and there we got an information. We can remove the transfer lock because we get a dispute resolution. Now I read dispute resolution is out of scope. Then the consequence must be all locks have to stay in place for security reasons. If we do not have the opportunity to define how we get the domain back, we can't give it away for some unprofessionalism by some customers. Sorry, not this way.

ROGER CARNEY: Thanks, Lutz. Ken, please go ahead.

KENNETH HERMAN: Thanks, Roger. Ken Herman for the record. I've been listening to this discussion. It's all very interesting to me. I hear the use cases that have been presented from the business communities, and it makes a lot of sense to me. But I have a feeling that most of my constituency will say, wait a minute, as Lutz just pointed out, these locks are put in place for a reason. We've had locks for a long time. Okay. I think we can probably argue that they've been problematic perhaps for some members of the registrar and registry community that we're just not aware of.

But what it comes down to me is, I think, along with some of the other issues we've discussed, is that this is a perception issue as much as anything else. Registrants want to make sure that their domains are secure. They want to know that they're not going to

move around without anybody doing anything to them. They know they need to secure their accounts, et cetera, et cetera. But there's still a lot of fear.

I think that I could probably work with my community to understand that there are cases where it would be helpful to undo a lock for particular reasons. But I think they're really going to have, and I know some of my community members very well, that they will simply have a lot of problem with the vaguely worded exceptions to undoing a lock within the registrar. If we can find some language that would be very straightforward, can be audited, and can be sort of confirmed and looked after, then I think that there would be a lot of recognition, maybe grudging at a certain point, but certainly recognition that, okay, we have to make some exceptions in a lot of cases. Let's make sure that they're not going to be at the expense of the registrant. I hope that's helpful. Thanks so much.

ROGER CARNEY:

Thanks, Ken. Yeah, I appreciate that. And I'll just throw this on because this topic is the biggest complaint that ICANN gets for transfers is this lock after transfer. So it is, and Compliance had the data and showed us the data, and this is one of the biggest complaints they've got about it. So, it's not like it's something that we're trying to make up to fix. It's obviously an issue that the ecosystem sees and should be addressed.

And to Ken's point, I think what I've heard from all the groups is there's obviously scenarios where this window needs to be-- I don't know. Restriction needs to be moved. There's scenarios

where it would be very beneficial to remove this. So, I think that the groups agree on that part. And to Ken's point, I think the rest of the part is where there's some disagreement on the mechanism to do it and to track it and make sure that it's, I think Ken said, honourable and everything like that. So, I think that that's the big thing.

I think, again, for weeks we've talked about this, and it seems like everybody agrees that there are scenarios where removing this restriction would be helpful. And I think the working group just hasn't got to the point where how to do that is satisfactory to everybody. So, I think that's where we're sitting. But Owen, please go ahead.

OWEN SMIGELSKI:

Thanks, Roger. This is Owen Smigelski. And thanks, Ken, for that intervention. What we see here on the screen was me and Zac kind of trying to brainstorm how to put this nebulous thing into some sort of structure. I admit it's not perfect, but it was an attempt. And happy to explain it out. And I would just take a little exception with what Lutz is saying where he says, oh, I don't think this happens. These are registrars telling you what we see. So, this is what's happening.

And when I say I was at Compliance and I saw people complaining about this, it's because people were complaining about this. So, this is a real issue, and it's a source of friction and frustration for registrants. And registrars aren't just doing something because we think, oh, hey, we don't care. Our customers and our customer security and their ability to maintain

and hold onto their domain names is of our utmost importance. Because if we are not able to provide that stability and security to owning and operating and maintaining a domain name, then we're going to lose customers. It's going to be known, oh, don't go to Registrar X because they have lax security procedures. We are absolutely doing the best we can to do this.

In those 1% to 2% of cases and scenarios where somebody has a really good reason to want to get rid of this lock, which cannot be removed for any reason under the ICANN policy, we want a little out so that there's something there to keep a customer satisfied so that they can do it for whatever reason. The number of scenarios. If you want, we can come up with actual scenarios. Jothan said he had another dozen or so he could come up with. This is something that's happening. And so, what we're trying to do is just make it better for registrants. That's the only thing that this was here.

And while I see you're putting it there that it's a planned action, black is part of the plan, people don't agree to that. There are people who buy a domain name or operate a domain. They have zero clue about ICANN policies. Yes, they do have to read and review a certain amount of stuff in a registration agreement, but they don't have hours to go through and understand each and every in and out and possibility. They just, "I got this domain name. I want to move it now. Oh, wait, I can't?" That happens more than you realize.

And I remember from my time of Compliance, it is a ridiculous, amazingly, source of frustration. I want out. I want to do this. How come ICANN is preventing me from doing this? How come

my registrar is preventing me? There's a lot of frustration. And yes, it would be in a perfect world where everything would work great, but this is what the registrars have been seeing over the last 10 years or so with this thing. We're trying to do something to make it better for customers and registrants.

And again, we're not going willy-nilly and just getting rid of security and making it a wild west, and domain names are going to be going everywhere. But even if a domain name is hijacked and moved to another registrar, you can't get it back unless the other registrar participates. So even if there is a 30-day lock, if it goes to bad registrar Inc. , or whatever, who is a haven for domain theft, as long as it's following the procedures, it doesn't really matter whether or not there's a lock. Thank you.

ROGER CARNEY: Thanks, Owen. Theo, please go ahead.

THEO GEURTS: Yeah, I'll be quick so that Jim can move with his comment or whatever he has. Coming back to what Ken said, that was excellent perception. That is what this is about. And when we go back in the days when these locks were created, we didn't sort of have in mind like, okay, how big is the domain name industry going to be. And over the years, the numbers kept increasing.

And as Owen mentioned, and we have the data from ICANN Compliance to back that up, the complaints started to increase. So that is sort of historically what's going on. You get more domain names in the space and then stuff like these locks, which

maybe had a very good reason or ideal or whatever it was back in the day. I don't know even when these locks were created, maybe 20 years ago. Who knows? It feels that way, maybe even longer. So, you always need to go back like, okay, we did this back then to solve X. Is that still relevant or is it causing other issues? Oh, it's causing other issues.

So that's when you go back as policymakers, in my opinion, like, okay, now we have new dynamics about this. We have now maybe a different perception about this. I don't know. But what we are hearing and what I'm seeing personally is like, okay, this is a bit of a stickler. Now the question is, and Owen sort of went on about that, we now got some wording about this, like the established relationship. We tried that. I don't think that's working. So, I think the next way forward is to try to come up with something else here.

I don't know what that is. I'm sorry. It's been a long day, but maybe I've got something for you next week, for you all. But this established relationship is sort of not really working. But we do sort of recognize like, okay, there is much more of an issue like it was 20 years ago. So, it is sort of real. And maybe there is another solution. I suspect there is a different solution here. But that is something we're going to figure out. That's what we do. Thanks.

ROGER CARNEY: Thank you very much. Thanks, Theo. Berry, please go ahead.

BERRY COBB:

Thank you, Roger. I just want to make sure that the group is being precise about which problems we're trying to solve. I'm sorry, Berry Cobb from staff. And Roger, I'm picking up on your comment earlier about the data that we got back from Compliance. So, to be clear, the main issue that this group was trying to tackle from what was implemented in the old IRTPs was when there was a material change to the registrant's information that happened first before they were attempting to transfer the domain away from the current registrar to a new registrar.

It was that 60-day lock that was placed that prevented it and caused the frustrations. In the current space today, there is no mandatory post-30-day lock after an inter-registrar change. Now, there are options around that either through a registry policy or in the ability to deny a particular transfer in some of those instances. So why are we talking about Rec 17 here when we're actually really talking about Group 1B charter questions, which is CORs?

Because this working group is proposing that any material change no longer requires "a lock", but we're testing whether that can still maintain enough of a security mechanism where we're relying on the instance of if the registrant does a material change to their information first and still wishes to transfer the domain, that it can be transferred away. That's solving one particular problem. And whether the group determines to still have a material change 30-day lock or not versus not having one at all is one problem.

The final aspect and the reason why we came up with Rec 17 originally in the Group 1A deliberations had nothing to do with COR at all. It was the fact that if a domain is transferred away

without any kind of restriction being placed on it, that registrar can hop multiple times. So, I would ask that this group be very precise about how these locks are being determined and set up here so that we're assigning the right rationale for the problem that we're trying to solve. And I'm hearing from this conversation that we're actually conflating the two issues. Thank you.

ROGER CARNEY: Thanks, Berry. Catherine, please go ahead.

CATHERINE PALETTA: Thanks, Berry. That was really helpful. I raised my hand to kind of try and reset this conversation because we obviously talked about Rec 17 quite a long time ago. And I think we have talked about all of these concerns before, and these are not. I really appreciate them being brought back to the table. We did put Rec 17 kind of on the table as part of this exercise, but this conversation that we're having is not new. We did this whenever we talked about Rec 17, and we ended up with the ability to have an exemption or exception or removal of the lock or whatever it is.

And I think I'm a little concerned that we're having this conversation again. I do want to get these out, but I think maybe if we went back and listened to the Rec 17 conversation, we would all feel better. But I'm a little concerned that we're just trying to relitigate this recommendation. I also think just to kind of reset is that we know-- I keep forgetting what year it is, Berry. That's much longer ago than I was thinking.

As Berry said, the data from Compliance is maybe not exactly what we've been talking about here, but I think we have all these ideas about why the lock makes sense. We have these, like, but if my domain gets stolen and transferred, I want it to be locked, and I think that works. And this is good for me, and I can put myself in that position. But I don't know that we have evidence that that is actually helping registrants get their domains back or that this is more of a benefit than it is of a burden on registrants. And we have data, albeit not perfect data, from Compliance saying this lock actually can be a burden on registrants.

I understand the storylines of why this could be detrimental to registrants, but I don't see data. And if we're going to go back and relitigate and change a recommendation from a last group, I want to have a really good reason. And so far, I've heard a lot of what I think are feelings reasons and not a lot of data reasons. So maybe if those groups could go back, start pulling together some data or somehow, I don't know what you'd have because registrars are telling you we don't have that data that says this really benefits registrants or this lock does.

I think we're telling you the data shows that having this small exception to the lock is better for registrants. And I don't feel like I'm going to be convinced until you show me some data that says it's not better for registrants. So maybe that's homework or some further conversation we can have, but I think I feel like we're a little bit going in circles on something we already litigated or whatever, discussed in January of 2023. Thanks.

ROGER CARNEY:

Great. Thanks, Catherine. Okay. And I think Catherine and several others are right. We are rehashing some things that we discussed. Obviously, our Rec 17, what we agreed to, what was published, what was commented on by the public, had no idea of a removing of the restriction. That came after all that. So, the topic of removing the restriction and how that would happen came after all of our discussions of Group 1A and our publication of 1A. So, I think that we need to be aware. That's what we're talking about.

And, again, I want to go back to I think I'm hearing people say that the removal of the restriction is necessary. Some people say it's not necessary except in very limited circumstances, but it's necessary. But how that happens, the mechanism to make that happen and make sure that it happens appropriately is not agreed to. And I've heard even groups that want to be able to remove the lock more freely, they have different opinions on that. And I think Theo said it right is we need to look at what that means and how that can happen.

Again, I think the group has agreed to there are scenarios where removing of the restriction is needed, but how that happens, this group has not got to. So, I think that's the issue. So, Sarah, please go ahead.

SARAH WYLD:

Thanks. This is Sarah. I just put my hand up to support Catherine's points. I think she's absolutely correct to consider what is best for the registrant. And often or perhaps usually what's best is just to have the lock. But every once in a while, as

we have heard, there are very good reasons to need to lift the lock, and I think it makes sense to allow that as an option on a case-by-case basis where it's been verified. Thank you.

ROGER CARNEY: Thanks, Sarah. Okay. Any other comments? I think we've heard everyone's viewpoint on this. Any other comments? And I'll take this back, and we'll move forward with it. But I'm going to give everybody a last shot at this, because I think we're done discussing this, and we'll move forward with the solution, and we'll document that. But I want to make sure everybody has their time here. Jothan, please go ahead.

JOTHAN FRAKES: I think I saw Jim's hand up first. I defer to Jim on this.

ROGER CARNEY: Jim's waiting for another topic.

JOTHAN FRAKES: Very good. Okay. So, my point here is simply that we have-- I have radical empathy where I'm hearing why this should just be a lock, full stop. And I hear that. I hear there are bad actors. I hear there are good actors. And I hate that we're grinding here, because I enjoy you, and I respect you tremendously.

The thing that we have here is that we have these customer circumstances where we've got, whether somebody is yelling on the phone or whatever, they need help. And we want to be able to

help them in the circumstances where the ability to be able to do this is present. We really, out of principle, making everything just it's a lock, full stop. I don't think that's the right solution here. There's got to be a means to allow those exceptional circumstances.

Now, what's that solution? We used to have this thing called form of authorization. It was some form of documentation that if there was a challenge situation, a registrar would be compelled to provide all of that documentation to Compliance for when that gets reported. And then if there was something out of ordinary or out of sorts about a transfer, that that form of authorization would be documentary evidence that would help to support whatever the discussion was. That changed with GDPR.

We don't have the same means to do all of that. But perhaps we could, in the case where we have to make these exceptions, have a tremendous amount of support for it that merits the case. That way, should or would this become thorny and hit the guardrails of Compliance where somebody is a harmed party, that they can come to the registrar requesting all of the documentary evidence. And we could, in those cases of exception, to solve our customers' real-world problem, be able to say here was the rationale around why this was done.

And that seems to me to be reasonable and balanced. But I don't want to proclaim my way for the rest of the whole industry. I just want to make sure that we're leaving room to solve real-world problems for our customers. Thank you.

ROGER CARNEY: Thanks, Jothan. Mike, please go ahead.

MIKE RODENBAUGH: Hey, I don't really disagree with anything Jothan says, but this is the policy that has been the policy for a very long time. And I think you're hearing, at least from the IPC and BC, and it sounds like maybe the NCSG, these are groups of users represented in this working group who are saying that it should stay in place. And at least unless and until the registrars, registries can come back with a proposal that everyone in the community can live with as a consensus for some sort of one-off ability to evade the lock, then there's no consensus for that. And the policy would need to stay the same as it is today. Thanks.

ROGER CARNEY: Thanks, Mike. Lutz, please go ahead.

LUTZ DONNERHACKE: Lutz Donnehacke for the record. Besides my other issues, I'm working for a reseller. So, we have direct contact with the registrants, and we get yelled at the phone if something gets wrong. We know the situation. And to my knowledge, to my experience, the lock after transfer is a problem because we want to close the ticket, we want to finish the operation we have started with the customer. And, of course, the customer gets a little bit angry if it doesn't work that quick as they expected.

On the other hand, we never had the situation that we had to rely on a lock in order to get the police in place, in order to get a

domain back, in order to get contact to somebody at ICANN, at the registrar or the registry issue, simply because we didn't have the situation yet. And I hope we will never have that. If you think about the situation for the registrant, the registrant either you have a large one that you have their own department for, that's not the part we are talking about. I'm from At-Large. I'm talking about the people who doesn't know anything about the technical issues behind.

They ask the ISP, they ask the IT, the web company and do something for me, make it happen. And, of course, there are some problems if you are stopped for several days or months because some lock has to be timed out. That's boring. It's inconvenient. But on the other hand, if something went wrong, terribly wrong, I didn't know what to do. And if I have to bring in several people, several institutions in order to sort these things out, I need time. And if I need time, I need the lock. I need the lock that everything stays in place as it is in order to bring in everybody I need and bring the things in order.

If I have another option, say we had a dispute resolution policy or rollback or retention policy or something like this, then I can go and say, oh, that's no problem. Yes, the domain went wrong, went to a different customer, or went to a different part of the world, maybe to Turkey, to Russia, to India, to the US, but it's no problem because we can roll it back and I know the way how to do it. It will take maybe two weeks and we have a lot of problems because we do not have a website, we do not have email at this time, but we can manage it. That's the way out. If I do not have this way out, I need a lock. Thank you.

ROGER CARNEY: Great. Thanks, Lutz. Catherine, please go ahead.

CATHERINE PALETTA: Thanks. I wonder if there's room to find a path through here because keeping in mind, nobody is saying we should get rid of the post-transfer lock, right? So, in a vast majority of cases, this won't be a problem, right? This won't be a thing that comes up, the domain sits for 30 days. I keep forgetting to say this is Catherine Paletta for registrars. But the lock is going to apply in most cases.

Is there something we can do to document? I mean, we already have related rationale and restriction removal and whatnot, but is there play there with folks from the IPC, BC, NCSG, et cetera to say, like, okay, Compliance will be able to check this, right? Did you maintain the records? Did it qualify as an established relationship? These are not just like, oh, somebody asked, and I have to do, and now I can do this. This isn't something where registrars can remove the lock for everybody and claim an established relationship or something, right? We'd have to document it. We'd have to fit these criteria.

Is there a criteria we're missing? Because I think what we're hearing from registrars is that this is necessary. We can't live without this. So where do we find the middle ground? And I think that middle ground should come in a place of how do we make sure this is auditable by Compliance? How do we make sure that they have appropriate documentation? And I think on the registrar

side, we're feeling comfortable with what text is there as the obligation on us to kind of justify our actions each time.

That doesn't sound like it's enough for the rest of our colleagues here. So, if we focus on this, what is the enough? What do you need us to maintain and document and hoops to jump through so that we can remove this lock? I think that would be a more fruitful path of conversation for this group at this time. Thanks.

ROGER CARNEY:

Thanks, Catherine. Okay. Any other comments here? Okay. I think we've talked this through here, so I think I will go to Jim and let him move on to his next issue. Jim, please go ahead.

JAMES GALVIN:

Yeah. Jim Galvin, Register Stakeholder Group. And wow, that's a tough act to follow. But now for something completely different. Listening to the conversation before the one that we just had and some of the early stuff, a question has come up amongst our registry colleagues here. We had offered the text of maintaining records for 30 days after the transfer, believing that, well, it seems like we ought to write it down. It would seem obvious that one would want to keep the records. But then again, it seemed obvious to just make a note that that should be there because you do want to have the ability to provide what is necessary for any kind of dispute that might come up.

So, the question here to put out here, though, is since we were talking about 15 months earlier in a previous thing, we've got to asking ourselves in the background here this question of, well,

maybe 30 days is not the right amount of time. Maybe consistency suggests it should be more similar to the 15 months that was talked about earlier in 4.4 for maintaining records. And then actually we got into a separate question that we never really did answer for ourselves here, which is, how long do you have in order to submit a dispute?

We couldn't agree immediately what that length of time is, and maybe that's the right length of time if that's not 15 months or 30 days. So really calling out the question of, you agree with the principle here, is 30 days the right amount? I'm concerned that we might want to be consistent there. Thanks.

ROGER CARNEY:

Great. Thanks, Jim. Yeah, and I think that's a good point. I think consistency is something we've always strived for in this group. So, I think that that's a good point to bring up. And should this be synced with, I can't remember, Christian, what that was, yeah, 4.4, the 15 months in there. If people are good with the 15 months there, should that just maintain throughout the transfer policy and any documented requirements for documentation be maintained for that same period? I think that's a good point, Jim.

Catherine, I think that was just a suggestion in our comments from the Registry Stakeholder Group, because they suggested having to maintain documentation, and they just threw out a number. So, I think that's where the 30 days came from. Oh, thanks, Jothan, from BC. Okay. I'm seeing support for going to the 15 months. Does anybody have any issues with going for the 15 months?

Okay. I think that we'll try to make that consistent then and use the same time period for that.

Thanks, Christian. Okay. Any other comments on this? Okay. I think this is what I'm going to suggest to the group. Because, again, I'm going back to what we published in Group 1A being right above this, Christian, is what we published. And I think that the working group is good with what's highlighted there. So, I think that's a good starting spot of where we're at.

I think the next thing the working group identified was a need to be able to remove this particular lock. And, again, I think it applies to Rec 16 as well, and that was a question I had to the group. I assume it applies to a new registration as much as it does to a transfer. But there's a need to be able to remove that restriction in special circumstances. Now, that special circumstance obviously is identified by the registrant and the registrar, the sponsoring registrar, in agreeing to that.

And recognize the sponsoring registrar taking that step is truly a customer service step. It's not a money step at any means, because they wouldn't approve the removal of the lock if it was for money. The sponsoring registrar is not getting anything for removing the lock besides being a good customer service and custodian of the data there, the domain. I think the group has identified that there are reasons for the removal of this restriction, but I think that the group has not come to any agreement on what that is. I mean, even the established relationship is a questioned item that is maybe more restrictive than some people want. But the documentation and mechanism is lacking for most people is what I would say.

That's where I'm standing. So, I think what I'm suggesting to the group is that we take this to public comment in that kind of ideology. So, hey, this is what we say in Rec 16 and 17 is, but the working group recognizes that there are specific scenarios where a need to remove this restriction exists. But we don't know what that solution is and ask the public comments. And we can publish the established relationship as an option. We can come up with a new option and we can query the public on if that's going down the right path, if they have other solutions. And again, I'm just making this suggestion so that we can move on from this point. So, I'm going to go to Berry. Please go ahead.

BERRY COBB:

Thank you, Roger. Berry Cobb. So just one kind of point of precision. So, the reason why Rec 16 is not on here is because it had no connective tissue back to the Group 2 recommendations about a material change under the core policy. But you are correct when we left off this discussion January 17th of 2023, the small group at the time was considering the same kind of established customer aspect for what is the current recommendation about a 30-day restriction after a new registration.

I recall through listening to that call a couple of times now that the small group was starting to walk back on that one and only focusing on Rec 17. So yes, it is true that we need clarity about whether this known or established customer is applicable to that 30-day restriction. And if so, then we would need to update the Rec 16 text. But again, the only reason 17 is here is because it

does have connective tissue back to the core charter questions of what we're trying to tackle here.

And then finally, as in terms of trying to put this forward to the community as options in the initial report, I don't disagree with that approach. However, I do caution the group about going with that route because that typically always means that we have to respond to the comments that we're going to get it. Now that we're trying to coalesce on a package of recommendations, the more concrete these are, and the more agreement we have within this group, the better chances that they're going to survive from the public comments and us having to go through those.

But whether the group chooses to whichever route, and specifically on this particular draft text that we have here, and as staff has asked before, the proponents of this change to the Rec 17 text need to provide better rationale for exactly what case-by-case basis means and put in a way that people outside of this working group can understand what that means. And the other ask would be that there is much more rationale placed around why at least 30 days for the definition of established relationship.

I would not recommend that the group try putting forward this draft text as it is, as an option in the initial report, because it'll wind up almost being a false option because there's not enough substance behind it and the group here is even admitting to that. Thank you.

ROGER CARNEY: Great. Thanks, Berry. And thanks for the connection on why 17 is listed here. But I think you're right. I think it's important that we look at 16 and see if it's applicable before that. There's no reason for changing one not to make sure that it's not applicable for the other. Theo, please go ahead.

THEO GEURTS: Yeah, thanks for that. And what you proposed, Roger, I am actually on board with that, just due to the fact more opinions can lead to a better solution or a solution. On the other hand, I do recognize what Berry is saying for all the reasons he just mentioned makes complete sense. But that is something we need to figure out.

But I do want to come back really quickly on what you mentioned, sort of seeing this as a sort of customer service. And I agree with that, but with a lot of caveats there. From my perspective, particularly for the business model that we have, Wholesale Registrar, with razor thin margins, yes, it will be a customer service, which to a customer we have no direct relationship with. And due to our margins, this recommendation where we can do this under certain circumstances to remove that lock will be an immediate loss. It's not going to be a moneymaker at all. No, it's going to be a loss maker if you want to use the word maker here.

We're going to lose every time a registrant who comes to us with valid or not valid reasons, we will lose on those domain names either way, because now we have to make sure that we are accountable, and accountable means that we need to be accountable for any dispute in a court or for ICANN Compliance.

So that requires lots of logging, lots of procedures, all that stuff needs to be checked and balanced. You can't go like, oh, somebody's coming with an email, wants to have a lock removed. Oh, let's do that. You can't do that with language where you allow a registrant to do that.

And again, this is going to, for us, for our business model, we're going to lose money on this. So, I suspect some other registrars will have some kind of opinion about this, because they will be in the same boat as us. And I can imagine there will be registrars who will go, well, I like the locks. I just went back to our customers that can remove lock, ICANN policy, go to ICANN. Maybe they're doing that, I don't know, but I could sort of foresee that scenario there. So that's it for me. Thanks.

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

JOTHAN FRAKES: I'm going to give you an example, and I'm not going to name the registrar, okay? But I have had registrants that receive a letter that looks like an invoice to pay for their renewal but is instead a business model where somebody is actually transferring the domain to their registrar, and they charge them five to ten times what the registrar they were at charged. And then the registrant realizes that, what the hell just happened? And they want the heck out of that registrar, either to restore back to where they were, or to another registrar where they get better service or not paying as much money.

I don't want to rob those people from having a solution to remedy situations like that. And again, I can rattle through more use cases on this one. Sorry to not let go of the tennis ball, but I think we need to have some solutions with some flexibility on this. Thanks.

ROGER CARNEY: Thanks, Jothan. Okay. Any other comments, questions? I see Berry's chat, and once we do get past this, we will have to go back to Group 2 and review 1A as well. Okay. Is there anything else on our agenda today, Christian?

CHRISTIAN WHEELER: No. Just AOB.

ROGER CARNEY: Okay. Then I think we will open it up for AOB, since we usually don't have enough time to do that. And anyone have anything else? Berry does. Berry, please go ahead.

BERRY COBB: So, maybe Caitlin or other staff can correct me if I'm wrong, but I don't even know that we agreed on next steps about Rec 17. So, are the proponents and opponents of this willing to work offline to get to some kind of agreement? Are the proponents going to take the action item to put more substance to the proposed established customer procedure? Or is it just going to be as simple as we're going with both of these in the initial report and calling it a day?

ROGER CARNEY: Thanks, Berry. I think that again, I'm just recommending this to the group. I think our original Rec 17 language works for everyone. Yes, that. Thank you. Sorry about that. I think the working group is saying there needs to be a way to remove this restriction. So, I think when we go to initial report, we publish Rec 16. And again, I think that maybe that's still an open question is does 16 go here, but we'll stick with 17 here.

We'll publish 17 as is, and then we'll have a question. We'll state the fact that the working group believes there's a need for a way to remove this restriction. And then we have one option, which is this established relationship. And as Berry said, is there more detail needed? And I think as Berry highlighted, if people want their established relationship, there needs to be more detail around how this happens and what it means. And if there's no more detail, then you're going to get more questions on it. So, I think that that's the balancing act there.

And then I think that Theo was trying to come up with a different solution or option here. And again, maybe someone else has a different option. I think that those options need to be worked out before we go to public comment. And we can provide those options and ask for does this work? Is there other solutions and things? Again, this is what I'm suggesting. We go to public comment with Rec 17 as it is at the top of the screen here. And then we note that the group has identified a known issue here that there needs to be a way to remove this restriction in certain circumstances.

And the group did not achieve a solution that worked. And that's what we're publishing. So, hopefully that helps, Berry. And hopefully the group agrees with what I'm recommending so that we can move on from here. But Theo, please go ahead.

THEO GEURTS:

Yeah, well, I agree with that, Roger. So, you got my support there. Thanks for that. And again, on the established relationship, that only works with established customers. That's implied. So, when you're dealing with a new customer, you don't have an established customer because there needs to be a lot of work that needs a lot of stuff being going on before you can call a new customer an established customer.

That's how it works. New customers are new customers and they're treated differently than established customers because established customers already have done this and this. They have a history. So, you can look up on that history. Was it a bad history or is it a good history? So, that's all kind of your decision making when you are doing whatever you do in customer relationships. So, that's my take on it. Thanks.

ROGER CARNEY:

Thanks, Theo. And Zac, and maybe I'll let Berry talk here real quick, but I'm going to say something real quick to Zac's chat. I think, to be honest, we could probably use this time as a dedicated time for that, but I'll let Berry talk. So, Berry, please go ahead.

BERRY COBB:

Thank you, Roger. I was going to suggest the same. Otherwise, staff is happy to send out doodle polls to do a sub-team call of pros and cons of this recommendation. I dislike having to say this, but again, putting this forward as it is, even as you described, Roger, Rec 17 and, oh, by the way, the group felt like some kind of an exception procedure needs to be done for various reasons. All we're going to get back is the same percentage of disagreements from the public comments that we're having here in the group.

So, I would urge this working group, if there really wants to be substance around convincing people that this established relationship is a proposed option, the better and more solid it is, the better chance it's going to have survival of getting substance back other than simple agreements or disagreements. Because, again, we can't get it here. I just, I can't see a path how we get it from a broader audience.

And all of our groups mostly are represented here, with the exception of the GAC, of course, and monitoring from a far distance, the SSAC. So, when the represented groups go to provide comments on this, you're going to be providing the same comments of the same discussions that we've already had, with the exception of where we may get individual Contracted Party submissions or individual registrant positions outside of the represented groups.

And fast forwarding to hopefully sometime in the fall, when we're trying to coalesce and get towards a consensus call, it's the same represented groups that are helping to establish the consensus on this recommendation. So, my final plea is I urge proponents of the

bottom of this page to really nail down and lay down substance that's going to convince the larger community that this needs to be done. Thank you.

ROGER CARNEY:

Thanks, Berry. And just to be clear, I want to separate solution from the, I don't want to say a problem, but the feature, whatever you want to call it. I want to separate those two, because I think what I've heard is there is agreement on the fact that there needs to be a way to remove a restriction. Everyone sees there's scenarios that do not fit a 30-day block continuously.

I've heard Luke say that it doesn't seem like it most of the time, and I've heard, again, most of the time, but again, this 30-day restriction, it is that. If there's no way to break that, there isn't that one scenario that works. I'm saying I think this group has said there are scenarios where this restriction needs to be removed. Now, how to do that is the issue.

So, to Berry's point is the solution here of established relationship, and again, I think others have some other ideas, so those need to be fleshed out. Or, as Berry said, we're going to get the same comments back that we've had for however long we've been talking about this since, I can't say since January last year, but since we've been talking about it. So, we're going to have the same comments, and obviously, hopefully, we do get other ones.

If we don't flesh them out, then we're not going to get comments, and it's not going to happen, because we're not going to get to consensus. So, we're going to see an issue that we can't solve if we don't come up with an option that works.

And again, I want to be clear that I see a difference in the group does see the restriction needs to be removed at times. And again, those are very specific, and maybe some of you may think it's one out of a million, but I think the registrars are telling you that it's not that unique. But even if you do, I think everyone sees that the lock does have to be broken sometimes, or this restriction needs to be removed at some points to make certain things happen. And again, how is the issue. So, that's at least how I see it. That's how I see it with everyone talking.

I think, to Zac's point, and I think that Berry agreed as well, and I think it's a great-- It is taking this time next week to go through this and make it specific to this. This is what we'll talk about. And I don't want to necessarily workshop new ideas. I want people to bring ideas to that meeting so that we can talk about them and we're not going to delay it again and delay it again to get to a resolution.

So, I think that over the next week, bring those ideas, post them to the group emails, and get that going so that we're ready to discuss those next week. And I think we can take the whole 90 minutes and work through it. And again, if we're purposeful on that, and that's our goal is to resolve it by the end, maybe we will come up with one option that we don't have to present as options to the public. We'll just make it a recommendation.

And I think we finally ran out of time again this week. Okay. So, that's the homework. And we'll plan on, as Zac's calling it, a workshop for next week's session. And we'll hammer this out and we'll move forward from there because we don't have any more

time to discuss it. Okay. Thanks, everyone. Great discussion this week.

[END OF TRANSCRIPTION]