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RECORDED VOICE: This meeting is now being recorded.

LORI SHULMAN: Good afternoon, morning, evening, wherever you are. This is the ninth meetings of the guidelines for good faith conduct to engage in discussions regarding Board removal for ICANN. Attendance will be taken through the [inaudible]. If there is any changes to the SOI, please let Yvette know.

There is really only two items on the agenda, business items. And of course, I welcome any other business at the end of the call. Hopefully this will be a relatively short call. I do want to report from the January 11<sup>th</sup> plenary meeting, because there was some confusion, I believe, on why we had submitted the draft to the plenary.

It was my understanding that we were going to submit our draft based on the encouragement of a plenary, to get a temperature check. To see that we were headed in the right direction. To see the changes we had made from comments we received from Hyderabad we're tracking. And I had also expressed that we had sent our report to be looked at by ICANN Legal.

So, there was confusion about whether or not this was going to be deemed an initial read for the purposes of completing the report for public comment, or whether this was actually a temperature check. And I apologize, because I think I may have contributed to the confusion when Thomas and the chairs have asked for an initial reading.

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*Note: The following is the output resulting from transcribing an audio file into a word/text document. Although the transcription is largely accurate, in some cases may be incomplete or inaccurate due to inaudible passages and grammatical corrections. It is posted as an aid to the original audio file, but should not be treated as an authoritative record.*

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I referred to it as the initial reading, and I should not have. I should have made it very clear that we were submitting this report to engage feedback, rather than a formal initial reading under the procedure that we would then forward our report on to publication.

There seems to be a real push by the chairs to get some work out, because it seems like all work is behind. And you know, my only response to that is, I think we were given an incredibly ambitious agenda, in terms of timing, given that there was a lot of exhaustion from work stream one work, that we've got these three big reviews going on as well as the cc TRT review.

And I know privately, my organization, NITA just launched yesterday, a huge data study to try to get actual costs of what the new gTLD program may be costing brand owners. And this required a lot of planning, work, socializing. We are doing an independent study, but we did keep in communication with the cc TRT team to let them know that our data would be coming.

And if they were seen to be needed, we would be happy to incorporate it as appropriate. Not necessarily relevant to this working group, but relevant to the extent that there is a lot going on in ICANN's agenda, so to kind of force work stream two through at this time, I think it's creating a lot of umbrage on the list and in the working group.

And if anybody has any comments to that... I see Bernie's hand is raise. Bernie.

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BERNARD TURCOTTE: Thank you.

LORI SCHULMAN: ...will join shortly, yeah.

BERNARD TURCOTTE: Oh, I'll try to fill in some time while Alan joins. No, seriously. I think you've put it quite right. And I think following that meeting, the co-chairs had a chat, and were looking at lining this up a little differently. And I think we'll see some process around that, whereby it's going to be very clear if the groups have mandated the rapporteur to submit for first reading or not.

And everyone basically after that meeting agreed that, you know, unlike work stream one where we were really in the mode of, as long as you had 24 hours, it was good enough for a document. That's obviously no longer the case. And so I think, will be probably getting a suggestion from the co-chairs that will be at least a seven day, seven calendar day period for participants for the plenary to read documents before the meeting. So, I hope that helps.

LORI SHULMAN: That's great. That's extremely helpful. Thank you. I think that would have gone a long way to, you know, relieving some of the concerns that people have on the call, because it was quite difficult to actually talk about this because there was so much... You know, the actual substance, because there was so much rightful concern about the process.

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So, thank you. I would like to turn to the report now. So, I told you, I had made some changes, minor changes. We need to highlight where they were. People have read the report in the last week and had further feedback. Now is the time.

I will also share that I have an internal committee at INTA that looks at ICANN issues. And I have given the report to them, just to help me with some wording language and other proofreading, but none of their contributions will be considered any sort of official commenting or anything else.

I just thought it might be nice to float this around a committee of about 10 attorneys who may have some insights into clearer, better ways of drafting any parts of this.

Any changes they do propose, I will review and determine whether or not I share them or discard them, and let the list know so there is still transparency.

Okay. So, we have our document. I went through the executive summary, changed a few things in the description of issue, I broke up the last sentence into two sentences. It seems it was a run-on. So, I wrote in the third to bottom line, the indemnification was crafted with a specific action of director removal in mind, period.

It had been a bit of a run-on sentence. So, decisional participants are protected from expenses, judgments, fines, settlements, and other amounts that maybe encouraged in any such action. I thought it was important to reiterate that the indemnity actually does. As I think this is

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an issue not easily understood if you don't work with indemnities, you know, in your day job.

The other change that I made was in 2D. I removed, and we didn't remove the letter D, and it's still there, so I have to make a note to myself to remove D. And D is what I added the document, I think it's the documentation. I hadn't expressed that clearly, and I added it so that, you know, it would be clear.

We had discussed this, I just didn't report it as accurately as I could have. Again, we have two recommendations here. Sam had asked me some questions on the list, but I'll be honest with you, I didn't really understand, [inaudible]. I don't know if other people saw the questions. I have a note to reach out to Stan. He was wondering if...

I think one of the questions was, is SO...? If there is a dispute about the SOs or ACs actually following the guidelines, where the guidelines followed? How would that be adjudicated? And I would imagine that would be adjudicated by the decision makers to any action, but whether or not there would be some sort of separate process to determine whether or not [inaudible] was active, you know.

I'm sorry. That good faith was... I can't think of the word. Like executed. We've performed in good faith. So, we hadn't really talked about that. You know, who is the decider of good faith? There is a process. The Board can certainly push back and say, you haven't followed your own guidelines.

And then I presume that the bylaws have a procedure, that I would have to go back and check. If somebody could comment on this if they know

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for sure. You know, if a Board member pushes back and says, look, you haven't followed your own guidelines, and we contend we have, who becomes the arbiter in that? Does that then become a lawsuit? I don't know. Alan.

ALAN GREENBERG: Yeah. To some extent, it depends on whether ICANN is self-indemnifying us or if they're doing it through a formal policy or something. If it's a policy, than the external body essentially decides whether they pay or not.

If it's internal, I don't have a clue.

LORI SCHULMAN: I don't know if it's a self-funding indemnity, but I doubt it. I would imagine they have insurance.

ALAN GREENBERG: I presume so, but I don't know. Sometimes in these things, they chose to self-indemnify. I don't know.

LORI SCHULMAN: Oh my goodness.

ALAN GREENBERG: I'm presuming this goes along with their director insurance, which means it is external.

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LORI SCHULMAN: Yeah, I would presume so. But that's certainly a question we could weigh down, and if we think that's an important question to have here. With some of this stuff, we're not going to know until we delve into it. But we can certainly predict...

I mean, that would be what's the Board's [inaudible]? You haven't acted in good faith. Yes, we have. We've followed all of these guidelines. Well, no you haven't. You know, I could definitely see that happening.

ALAN GREENBERG: I think ultimately all of these things come down to potentially a lawsuit.

LORI SCHULMAN: Yeah, I know, yeah. Exactly, which is why you have the indemnity. Right? So, you might have to have a suit in order to figure out if the indemnity actually trigger. But if it is, and we do prove, you know, you're asking in good faith. The judge, or the arbiter, or whoever you take this to, is going to say, you know, cost you the number.

What is important for the indemnification for these guidelines? I do not understand. That is Avri's question. So, the importance of the indemnification to these guidelines is this, if a decisional participant moves against a Board member, and recruits the appropriate number of colleagues to enforce a Board removal discussion and process, the Board could very well retaliate, the Board member of the entire Board, and sue the decisional participant.

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To say to a decisional participant, you're slandering me, or you haven't acted in good faith, which is what the bylaws require, and under the bylaws, that decisional participant are members of the community are protected from those kinds of lawsuits in terms of cost, through this indemnification.

So, if we move against a Board member, the Board member then sues us for defamation, or any sort of wrongful act, so we have to hire a lawyer, pay for a lawyer. Actually, ICANN has to do it as long as we have acted in good faith. That's why it's important. Avri, is that clear enough? Or do I need to elucidate more?

It effects the guidelines to the extent that the guidelines are the boundaries in which we operate. If we don't follow guidelines, if we don't have guidelines, how do we prove good faith? So, if you have guidelines and the guidelines are followed, there is a presumption of good faith. The indemnification, the coverage kicks in.

And that's why I think, that' show it effects the guidelines. I mean, we have a bylaw that says you will act, you know, we will protect you, community member, from retaliation from Board members, provided you're performing in a certain way. Now, on the other hand, indemnification may not matter.

I mean, let's say we want, you know, any member of the community wants to bring an action, and has the funding to defend against any retaliation, doesn't want to have to worry about the indemnity. An indemnity is a protection, but it isn't one that you have to necessarily trigger or engage.



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You could say, we don't care. There is a lot of contracts in this world that operate without indemnification clauses. People take risks. A community member could decide, I'm not going to follow these procedures, I'm going to take the risk. But we want to mitigate the risk. You want to make sure that the community is the most protected as it can be.

That's how I understand our task. Bernie and then Alan. Alan and then Bernie, we'll defer to...

ALAN GREENBERG: No, let Bernie go first.

LORI SCHULMAN: Okay, Bernie.

BERNARD TURCOTTE: Sorry, I forgot to put my hand down. At this point, I think you said everything I wanted to say very well.

LORI SCHULMAN: Okay, Alan.

ALAN GREENBERG: Okay, thank you. My recollection is if we haven't had the need to, for ICANN to restrict or qualify under what conditions it will indemnify, we probably wouldn't have this group at all. So, you know, it's not that

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indemnification is important to the guidelines, it's the guidelines are important to indemnification.

Regardless of what we write, there is always going to be judgment calls. You know, 2A says reasonable timeframes. What's reasonable? Does that mean it has to be at least three days? At least seven months? Clearly, we're talking about judgment calls here. And they're always going to be judgment calls.

And if people want to be prudent if and when they ever take these actions, they will err on the side of the reasonable. They're going to have to if they want to cover themselves.

LORI SCHULMAN:

I would agree with that, Alan. And if you recall, at the very, very beginning, we did talk about whether or not we wanted to prescribe what we thought a reasonable timeframe is. And we all agreed that we didn't want to hamper what any procedure that a SO AC may come up with.

So, if one SO says we have 30 days, another may say 90 days, and if they're both reasonable, both could be equally valid, but if somebody comes up and says 360 days, maybe that's not so reasonable, an entire year.

But there will be like a band, like a bandwidth for this, rather a prescribed amount of time, I would imagine. Alan?

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ALAN GREENBERG:

Yeah. If I were to play out, if I were to imagine how this will play out in the future, should we ever use these powers, we are not likely to use them over things that are, require exhaustive amounts of time to verify. It's either going to be, I don't like the way you're acting, and it's purely subjective, which requires no verification at all.

Simply recertifying that I don't like the way you're acting is sufficient. Or it's going to be documented of how you voted on certain things, or something in that nature, or how you didn't attend meetings, or how you never contacted me, you know, the AC SO that you represent, in the last four months. And I don't think that we're going to be looking at issues which require exhaustive investigation to either verify or not need to verify.

So, I'm happy to have these moderately vague, at this point.

LORI SCHULMAN:

Yeah, I tend to like the vague, because the vague allows us to develop a body of that [inaudible] of whatever does happen. You know. And, again, and the Board itself you go accuse somebody of malfeasance, as opposed to, we just don't like what color pants you're wearing, that's going to be a different process all together. Which I think also leaving it vague is open. Right?

Because well, maybe this person is not articulating our position correctly, and we go back through five meetings worth of notes, and you see that, or we think this person has been double dealing, or investing in a domain that is advocating for, or literally feeling, I mean, I don't know.

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I mean, the scenarios could be endless about what would be a malfeasance or anything that hurts ICANN, or the constituency that the Board is representing.

ALAN GREENBERG:

I think we're looking at the two scenarios. In the scenario of a NomCom director, where you're going to have to convince other ACs and SOs, you're going to have to put together a substantive argument. You know, it may not be based on factual things that the person did, but you're going to have to justify why the other AC and SO should be coming in on you.

If you're talking about the AC SOs own director, it's very likely to be a subjective, if we had this do over again, we would not appoint you, and therefore we're pulling it back from last time.

LORI SCHULMAN:

Yeah.

ALAN GREENBERG:

At least that's how I read how this will play out.

LORI SCHULMAN:

A follow-up perspective, I feel like, okay, we can clean this up, I'll take out that ghost D, or E becomes D in part two, and give it another double check in proofreading, perhaps I'll reach out to Stan to make sure I

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completely understood the question he was asking. We're waiting for ICANN Legal.

What I will do, since I sent the request one week ago, I will, after this call, send another request and just ask for an ETA on their opinion. I like Cheryl's [inaudible], compelling not compare. I like that.

Convincing and compare, not compelling and compare. So, Lito has a question. It seems to me that the core of the guidelines is in point one, letter B, list of conditions that should apply. Okay, be truthful in writing, contains sufficient TTL.

The question is, [inaudible] all conditions should apply, not just two or three? Yes. I would say yes. My reading of this is, these are basically six elements that need to be met, and they're fairly broad elements. Does anybody have a different interpretation of that?

Okay, so I think that's the interpretation Lito. Yeah, for example, if you look at three, contains sufficient details to verify facts [inaudible], there is no, you know, if verify, you know, I don't like that he's wearing purple pants, you can't really verify that. So, I would imagine in any procedure a SO or AC would come up with, they would see these six elements, and say, one always applies, two would always apply, three and four and five, potentially apply.

And if they don't apply, you would say, why, right? To Alan's point, some of those are only if applicable. So, they only apply in a certain cases, that's right. But this is the framework, and if [inaudible] is three, four, and five are not relevant to the framework, then it would just be noted that, you know, this is about something that we can't verify, but

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we acknowledge that it can't, or whatever, or supporting evidence in this case is not required for whatever reason, and no applicable bylaw or procedure has been broken if that's not the case.

So, it's really just a drafting issue. We're trying to help people have a way of drafting basically a complaint. So they'll only use what applies, but all six have to be factored in.

So, is there anything else that anybody would like to discuss today? Any other questions? Do you feel fairly happy with the document? Based on the follow-up I just suggested, cleaning it up a little more grammatically, formatting it. Is there anything else...? We're waiting for ICANN Legal, of course.

And what I'll do is depending on what ICANN Legal says, I will add a section to the report that this was reviewed and what the conclusion was.

CHERYL LANGDON-ORR: Sounds good to me, Lori.

LORI SCHULMAN: Yeah, I think that's the only piece of the thing.

ALAN GREENBERG: Yeah, I was going to type something, but I'll say it instead. I think once you send out the new version, I think we all need to read it carefully

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with the assumption that if we don't find something, this is what goes to the CCWG.

LORI SCHULMAN: Okay. And I'll do about, I'll put a placeholder in for the legal report.

ALAN GREENBERG: Sure.

LORI SCHULMAN: So people will know it's coming.

CHERYL LANGDON-ORR: Good plan.

LORI SCHULMAN: I think, honestly, I think it's pretty good too, considering where we started. [LAUGHTER]

ALAN GREENBERG: A routing path we've used to get to places.

LORI SCHULMAN: Yeah. [CROSSTALK]

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CHERYL LANGDON-ORR: ...it's not a [inaudible] of the places that we've been through. Go on, guys [CROSSTALK]...

ALAN GREENBERG: I'm glad I'm not in jurisdiction [CROSSTALK]...

CHERYL LANGDON-ORR: While I've got the microphone, I just want to recognize the heroic amount of [inaudible] that Lori as rapporteur has done on this. [Inaudible] in getting it this far, are very much a reflection of being [inaudible] were huge, Lori, so, you know, kudos.

LORI SCHULMAN: Thank you, Cheryl. I appreciate that. I see Herb has his hand up and then Bernie has his hand up.

HERB WAYE: Hi Lori. Hi everybody else. Just wanted to make an inquiry here. My bylaws state that I do not have jurisdiction, or I'm limited in what I can do, and issues related to membership on the Board. So, I'm just curious because that little phrase is probably going to be redefined with all of the work that's going on in the CCWG and accountability process.

And so I'm wondering if any thought has been given to whether or not this removal of somebody from the Board is considered an issue related to membership of the Board, and whether there is a potential role for the ombudsman in the entire process, or whether this entire process is



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going to be considered exclusive to the jurisdiction of the ombudsman.  
Just [inaudible].

LORI SCHULMAN: I think that's a good question. That definitely worthy of discussion. I know you have your hand up, is it along these lines or would you rather we engage in Herb's question and then I go to you, or would you like to speak now and then we can tackle both questions?

BERNAD TURCOTTE: [Inaudible] Herb's stuff for now, thanks.

LORI SCHULMAN: Okay, Alan. Did you want respond to Herb?

ALAN GREENBERG: Yeah. I do. I think it's a really good question, but I think the answer is pretty simple. Removing someone from the Board definitely has to do with membership on the Board. So, there is no formal jurisdiction, as I read it, for the ombudsman in this process.

On the other hand, the ombudsman also participates in things that aren't within their jurisdiction, as such, but essentially acts as a mediator or go between to resolve problems before they raise, come to a formal state.

And I don't think the prohibition on membership issues covers that aspect, at least I wouldn't read it that way. So, the ombudsman might

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have a role to play in informally addressing an issue before it comes to a formal removal of a Board member, should the parties choose to invoke the ombudsman in that capacity, but once it becomes formal, I read it as there is no involvement.

HERB WAYE:

Yeah, because several have been qualified whether membership of a Board is specifically not a NomCom appointments, or I know that I can't go anywhere near NomCom, which is clear. But with the new processes in the various constituency groups now, to elect members of the Board, and whether it's voting or non-voting, that's all probably going to have to be discussed in your future.

My reading of the caveat is people can't go to you and say, it's not fair. I should have been appointed to the Board either by the NomCom or by an AC SO, but they weren't fair to me, that you don't have jurisdiction on that, but I would extend that to be on the removal side also, should it ever come to that.

LORI SCHULMAN:

You mean like... Can I follow-up and say, because I could see two scenarios where a constituency comes to the ombudsman and says, we're having a big problem with a Board member, and you help. Because in some institutions that is exactly the role of the ombudsman, and I can see the opposite way where the Board, I don't know that the Board will definitely do that, but I see it more on the constituency side, where we go to the ombudsman and say, look, we're having a real problem with a Board member.

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Maybe, you know, you can help. [CROSSTALK]

HERB WAYE:

I'm going to be in LA next week, in two weeks, and I'm going to be hopefully meeting with a couple of people from the Board who are going to be in town, but I'm also going to sit down with Legal, and this is another point that I'll bring up with Legal.

So, we're going to try to rehash exactly this entire scenario, changes that are taking place, and see when we're not, this is an article in my bylaws, actually applies, so I'm going to keep this in mind, and I'll get back specifically to this group about that.

LORI SCHULMAN:

That would be great. And I have another question that I would ask if I was sitting in on that conversation with you, because I have not... I have where the ICANN bylaws, the [inaudible] is so huge, I don't remember a lot of detail, I don't recall, is the role of the ombudsman... Some bylaws, whatever is not given to the ombudsman specifically is excluded, and others through the reservation of a certain right for things that are not enumerated, which is [inaudible] in the ICANN bylaws.

[CROSSTALK] ...the ombudsman has jurisdiction over X, Y, and Z. If it's not X, Y, and Z, the ombudsman is not involved. Or, the ombudsman has jurisdiction over X, Y, and Z, and other matters traditionally reserved to that office, or some wiggle language that allows you kind of a broad base of jurisdiction.

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So, I was wondering which way it was in the ICANN bylaws. Is it you only, you only look at X, Y, and Z. Or, you're allowed to look at X, Y, and Z, and other areas that may be relevant to your position...

HERB WAYE:

It leans towards the openness rather than to the restrictive. The only actual comment that makes it restrictive is [inaudible] to the foregoing, the ombudsman shall not have no authority to act in any way with respect to internal administrative matters, which is their way of saying HR personal matters, sorry, personnel matters, which again, HR related.

So, I can't look at, for instance, a promotional issue, or I can't look at a salary issue, or something like that. Issues relating to membership on the Board, which is what I just rose, and issues related to vendor supplier relations, so contractual agreements between ICANN and service requirements.

Those are the only restrictions in the bylaws really. So, it's actually very open for just anything else.

LORI SCHULMAN:

So yeah, it's Board membership, but in like a real broad sense, it's not appointing, it's conflict [CROSSTALK]...

Yeah, I mean if you're going to [inaudible] really broadly, I say you could interpret that if a constituency has a problem with a Board member, it may be a jurisdiction. If it's not going so far to propose removal, once removal is proposed, then you'd be out of it. That's how I would interpret that.

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HERB WAYE: I don't think anything prevents, as Alan said, absolutely nothing prevents anybody from coming to me, and raising an issue. I may not have the authority to investigate or make a recommendation, but I can sure still make a little bit of the race, if it's required.

So, anyway, I'll get back to you folks about that, about where this is...

LORI SCHULMAN: Yeah, and [inaudible] important enough, maybe include it in writing would be very helpful for the record of how we've done our deliberations. [Inaudible] this is being discussed because we have an ombudsman work stream, working group. We have [inaudible] for the ombudsman.

HERB WAYE: Okay. Thanks for the comment.

LORI SCHULMAN: Are you on that Herb? The ombudsman...

HERB WAYE: Yes. I'm kind of everywhere. I'm all over the place.

CHERYL LANGDON-ORR: [Inaudible]

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HERB WAYE: Cheryl, if I'm not on a call, that's because I'm behind the steering wheel of my car.

CHERYL LANGDON-ORR: I drive and do calls, so there is no excuse. Go on, slacker.

HERB WAYE: ...actually does that sometimes. Our laws are a little bit stricter. You're not allowed to operate a laptop while you're driving a car.

LORI SCHULMAN: Oh my gosh, we shouldn't operating a laptop when you're driving a car. Okay, Bernie has had his hand up forever. And then I have a question. Bernie.

BERNARD TURCOTTE: Thank you. Just trying to get a sense of timing, or rather remind everyone that if this subgroup would like this considered at the 25<sup>th</sup> plenary, with the rules we're thinking about now, before you came on, we were talking about the co-chairs are going to be looking to agreeing that the plenary has to have a text for seven days before it can be discussed at a plenary meeting.

So, if we're talking about trying to make the 25<sup>th</sup> meeting, this group would have to get its okay today, and you want to reread it. So, I'm just trying to be clear here, that if you're not okaying it for a first reading

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today, the next slot will be February 8<sup>th</sup>, which means we would have to distribute the document to the plenary on Wednesday, February 1<sup>st</sup>. Thank you. That's all I wanted to share.

LORI SCHULMAN:

[Inaudible] the 8<sup>th</sup> is probably doable. Certainly not next week because we don't have the ICANN Legal piece. And as I said, I said this in the comment on the plenary, I don't consider, and if the group feels differently, let me know, but I don't consider support ready for initial read until we have a legal opinion, because if something comes back, it really throws a wrench in it.

We're going to have to do some heavy duty redrafting, and I don't think it's fair to put this out there as ready without that piece in there, for the community's sake. If they're reading something that we don't believe has been fully vetted. But I'm happy to listen to other thoughts on this.

Disagree. Bernie has his hand up again. Yes Bernie?

BERNARD TURCOTTE:

I like your approach, just to maybe add to it a bit. I mean, in work stream one, we were mostly working all together, the whole plenary, all of the time, and we were working quite closely with external council all of the time. And work stream two is different for the subgroups, and you're not having external legal support of tracking your every move.

So, you know, I think it's perfectly understandable if the subgroup wants to submit it to ICANN Legal to get an opinion, it's probably very understandable. Thank you.

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LORI SCHULMAN: Okay. So, then my two follow-up items as rapporteur would be to give you a clean version with a placeholder for the legal report, then to reach out to legal to get an ETA, and let them know that we're aiming to give this to the plenary by February 1, if it's January 18<sup>th</sup>. That should be plenty of time, because all I'm going to do once I get the report is to incorporate it into what we have already written.

And if they say good going, then it's good going. If they say uh-huh, then I'll put that out to the list immediately, and perhaps we have an extra call, just to get it resolved so we can meet that February 1<sup>st</sup> deadline. Does that make sense in terms of a go forward?

Cheryl agrees. Nobody seems [inaudible]...

CHERYL LANGDON-ORR: I've got a little green tick up.

LORI SCHULMAN: That's okay. This is my sixth call today and it's only 2:38 PM my time. Think about that. So, I've got the brain hiccups too, that's why these notes are so helpful. So thank you Yvette for taking such good notes, much, much appreciated.

Does anybody have any other business? Because we have our go forward. We had our talking points. And...



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BERNARD TURCOTTE: Lori?

LORI SCHULMAN: Yeah?

BERNARD TURCOTTE: Just a... I don't believe there are any further meetings scheduled for this. Would you like to grab one as a placeholder, [inaudible] we can cancel it.

LORI SCHULMAN: Yeah, I thought I had asked you to schedule them through the Copenhagen meeting? Did that not happen?

BERNARD TURCOTTE: I'm looking, but maybe I'm just not seeing them. I'm not seeing another one towards the end of January.

UNKNOWN SPEAKER: The Wednesday meetings that you want to schedule Lori, I think [inaudible] schedule those, I think, in April or May. I can go back and double check, perhaps I made a mistake on something.

LORI SCHULMAN: Yeah, if you made an error, if you could just double check, but I do believe the agreement was that we were going to schedule a call every week, through Copenhagen and the spring, and if we didn't use the

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time, we give it back. But because this Wednesday time works so great for us, I didn't want to give it up.

BERNARD TURCOTTE: Okay, well Wednesday... Yeah. Just to be certain, I hear, Wednesday the 25<sup>th</sup>, 19:00 is currently free. And I'm not seeing another guidelines meeting in January.

So, I would suggest we grab that right now, and...

LORI SCHULMAN: I misattributed the notetaking today. Sorry.

BERNARD TURCOTTE: No, we work as a team. Good, so we'll be sending out the usual note, but please be advised, we grabbed Wednesday 25<sup>th</sup> of January for the next meeting of this group. Thank you.

LORI SCHULMAN: Yeah, and can you grab all of the February times too for Wednesday? I would like to have this space reserved up until Copenhagen.

BERNARD TURCOTTE: Okay. We'll look at that after this call.

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LORI SCHULMAN: Okay, then we'll have a better idea of what we have to do, if anything, after Copenhagen. Actually, I would like to have it through the end of April, in my perfect world. If we could have this time, every Wednesday, until the end of April, and then if we have to give the time back in April, we will.

Just because it works for people, and it's so hard to get that. We've had consistent attendance, I'd like to keep it up.

UNKNOWN SPEAKER: Okay.

LORI SCHULMAN: All right, that's awesome. [Inaudible] is typing.

Yeah, it works the best. I remember that from our poll. And for Cheryl, it's ungodly early, but at least doable. I think it's like five in the morning.

CHERYL LANGDON-ORR: It's the perfect time for me, I've been up, you know, two hours by now.

LORI SCHULMAN: Okay, so yes, let's grab this time because it works. It's good for me too because most of my calls take place between 10 AM and 2 PM pretty much every day of the week, so anything after two, I have a better shot of getting to.

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Okay, that's an okay time for Avri.

Okay. All right. So, I think, seeing that we've got the schedule together, we've got the follow-up items, we're waiting to hear from ICANN Legal, we're in pretty good shape and unless anybody has any other comments, I'll give you back 17 minutes in your day.

Avri has one in the next 17 minutes, so let's give it back to Avri.

CHERYL LANGDON-ORR: See you in 15 minutes, Avri. Thanks, bye.

LORI SCHULMAN: Bye guys.

**[END OF TRANSCRIPTION]**