

Stephen L. Cohen, Esq.
D.C. Bar # 384616
Eric A. Wenger, Esq.
Federal Trade Commission
600 Pennsylvania Ave., NW
Washington, DC 20580
202-326-3222; 326-2310; 326-3395 (fax)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

FILED

SEP 12 2003

NANCY MAVER WHITTINGTON, CLERK
U.S. DISTRICT COURT

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

NETWORK SOLUTIONS, INC.,
doing business as
VeriSign Registrar,

Defendant.

Civil Action No.

03 1907

STIPULATED FINAL
ORDER FOR
PERMANENT
INJUNCTION

Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), has filed its complaint for permanent injunction and other relief pursuant to Section 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), alleging defendant Network Solutions, Inc., d/b/a VeriSign Registrar ("Network Solutions" or "Defendant"), has violated Section 5 of the FTC Act, 15 U.S.C. § 45.

The parties have agreed to the entry of this Stipulated Final ~~Judgment and~~ Order for Permanent Injunction ("Order") by this Court to resolve all matters of dispute between them in this action.

(N)

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NOW, THEREFORE, Plaintiff Federal Trade Commission and Defendant Network Solutions having requested the Court to enter this Order,

IT IS HEREBY ORDERED AND DECREED as follows:

FINDINGS

1. This Court has jurisdiction over the subject matter and the parties.
2. Venue is proper as to all parties in the District of Columbia.
3. The activities of Defendant are in or affecting commerce, as defined in the FTC Act, 15 U.S.C. § 44.
4. The Complaint states a claim upon which relief may be granted against Defendant under §§ 5(a)(1) and 13(b) of the FTC Act, 15 U.S.C. §§ 45(a)(1) and 53(b).
5. Defendant has waived any and all rights that may arise under the Equal Access to Justice Act, 28 U.S.C. § 2412, amended by Pub. L. 104-121, 110 Stat. 847, 863-64 (1996).
6. This Order is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.
7. Plaintiff and Defendant waive all rights to seek appellate review or otherwise challenge or contest the validity of this Order. Defendant further waives and releases any claim it may have against the Commission, its employees, agents, and representatives.
8. Entry of this Order is in the public interest.
9. The parties have agreed to settlement upon the following terms and conditions, without adjudication of any issue of law or fact, and without Defendant admitting liability or any wrongdoing for the allegations in the complaint. This settlement does not constitute discipline, a judicial determination, judgment, or a finding of any kind by the Commission or this Court.

ORDER

Definitions

1. "Domain name services" shall mean any service offered by Defendant's domain name registrar business for registering, renewing, or transferring domain names, including any solicitation for any such services.

2. "Document" is synonymous in meaning and equal in scope to the usage of the term in Federal Rule of Civil Procedure 34(a) and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term.

PROHIBITED BUSINESS ACTIVITIES

I.

INJUNCTION

IT IS HEREBY ORDERED that, in connection with the advertising, marketing, promotion, offering for sale, selling, distribution, or provision of any domain name services, Defendant, its successors, assigns, officers, agents, servants, and employees, and those persons in active concert or participation with it who receive actual notice of this Order by personal service or otherwise are hereby permanently restrained and enjoined from making or from assisting in the making of, expressly or by implication, orally or in writing, any false or misleading statement or representation of material fact, including but not limited to any false or misleading representation that:

- A. A domain name registration is about to expire;
- B. The expiration date of a domain name registration is near or on any date by which a consumer must respond to Defendants' solicitations; and
- C. That the transfer of a domain name registration is only a renewal.

II.

IT IS FURTHER ORDERED that, in any written or oral communication where Defendants make any representation that a domain name service is expiring or requires renewal, Defendant, its successors, assigns, officers, agents, servants, and employees, and those persons in active concert or participation with it who receive actual notice of this Order by personal service or otherwise are hereby permanently restrained and enjoined from failing to disclose, in a clear and conspicuous manner, the date upon which such domain name service will expire.

CONSUMER REDRESS

III.

IT IS FURTHER ORDERED that Defendant shall provide redress to all consumers to whom it sent an expiration notice/invoice similar in form or content to Exhibit A to the complaint that resulted in the transfer or purchase of a domain name consistent with and under the terms and schedule of the class settlement in the Luxenberg v. VeriSign, Inc. et al, Case No. BC274342 (Cal Sup. Ct.) (attached hereto as Attachment A).

GENERAL REQUIREMENTS

IV.

RECORD KEEPING PROVISIONS

IT IS FURTHER ORDERED that, for a period of five (5) years from the date of entry of this Order, in connection with any business engaged in advertising, marketing, promoting, offering for sale, selling, distributing, or providing any domain name services, or in assisting others engaged in such business, Defendant and its agents, employees, officers, corporations, successors, and assigns, and those persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are hereby restrained and enjoined from failing to create and retain the following records:

- A. Customer files containing the names, addresses, phone numbers, dollar amounts paid, quantity of items or services purchased, and description of items or services purchased, to the extent such information is obtained in the ordinary course of business;
- B. Complaints and refund requests relating to the advertising, marketing or promotion of domain name services (whether received directly, indirectly, or through any third party) and any responses to those complaints or requests, including, to the extent possible, a notation indicating to which solicitation, advertisement, or marketing offer the consumer had responded; and
- C. Copies of all sales scripts, marketing and sales training materials, advertisements, or other marketing materials related to the advertising, marketing, or promotion of domain name services.

V.

COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring and investigating compliance with any provision of this Order:

A. Within thirty (30) days of receipt of written notice from a representative of the Commission, Defendant shall submit additional written reports, sworn to under penalty of perjury; produce documents for inspection and copying; or appear for deposition;

B. In addition, the Commission is authorized to monitor compliance with this Order by all other lawful means, including but not limited to the following:

1. Obtaining discovery from any person, without further leave of court, using the procedures proscribed by Fed. R. Civ. P. 30, 31, 33, 34, 36, and 45;
2. Posing as consumers and suppliers to Defendants' employees, or any other entity managed or controlled in whole or in part by Defendants without the necessity of identification or prior notice;

Provided that nothing in this Order shall limit the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to obtain any documentary material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices in or affecting commerce (within the meaning of 15 U.S.C. § 45(a)(1)); and

C. Defendant shall permit representatives of the Commission to interview any employer, consultant, independent contractor, representative, agent, or employee who has agreed to such an interview, relating in any way to any conduct subject to this Order. The person interviewed may have counsel present.

VI.

COMPLIANCE REPORTING BY DEFENDANT

IT IS FURTHER ORDERED that, in order that compliance with the provisions of this Order may be monitored:

A. For a period of five (5) years from the date of entry of this Order, Defendant shall notify the Commission of any proposed change in corporate structure that may affect compliance obligations arising under this Order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; the filing of a bankruptcy petition; or a change in the corporate name or address, at least thirty (30) days prior to such change, *provided* that, with respect to any proposed change in the corporation about which Defendant learns less than thirty (30) days prior to the date such action is to take place, Defendant shall notify the Commission as soon as is practicable after obtaining such knowledge;

B. One hundred eighty (180) days after the date of entry of this Order, Defendant shall provide a written report to the FTC, sworn to under penalty of perjury, setting forth in detail the manner and form in which Defendant has complied and is complying with this Order. This report shall include, but not be limited to:

1. Any changes required to be reported pursuant to Paragraph A above;
2. A copy of each acknowledgment of receipt of this Order obtained by Defendant pursuant to Part VII;

C. For the purposes of this Order, Defendant shall, unless otherwise directed by the Commission's authorized representatives, mail all written notifications to the Commission to:

Associate Director
Division of Marketing Practices
Federal Trade Commission, Room 238
6th Street & Pennsylvania Avenue, N.W.
Washington, D.C. 20580

RE: FTC v. Network Solution, Civil Action No. _____;

and

D. For purposes of the compliance reporting required by this Part, the Commission is authorized to communicate directly with Defendant's in-house counsel.

VII.

DISTRIBUTION OF ORDER

IT IS FURTHER ORDERED that, for a period of three (3) years from the date of entry of this Order, Defendant shall deliver a copy of this Order to all principals, officers, directors, and employees serving in a management capacity, or having supervisory responsibility for responding to consumer complaints or inquiries or for sales or marketing of domain name services, and shall secure from each such person a signed and dated statement acknowledging receipt of the Order. Defendant shall deliver this Order to current personnel within thirty (30) days after the date of service of this Order, and to new personnel within thirty (30) days after the person assumes such position or responsibilities.

VIII.

ACKNOWLEDGMENT OF RECEIPT OF ORDER

IT IS FURTHER ORDERED that Defendant, within five (5) business days of receipt of this Order as entered by the Court, must submit to the Commission a truthful sworn statement acknowledging receipt of this Order.

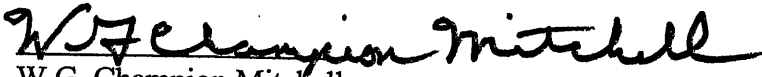
IX.


RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

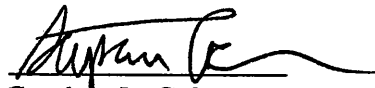
The parties, and their respective counsel, hereby consent to the terms and conditions of the Consent Decree as set forth above and consent to the entry thereof.

FOR DEFENDANT

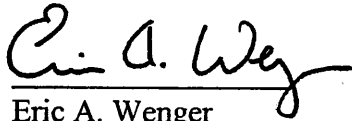

W.G. Champion Mitchell
President
Network Solutions, Inc.


Randal M. Shaheen, Esq.
Amy E. Ralph Mudge, Esq.
Arnold & Porter
555 12th St., NW
Washington, DC 20004
202-942-5000

FOR THE FEDERAL TRADE COMMISSION



Stephen L. Cohen
D.C. Bar # 384616



Eric A. Wenger
Federal Trade Commission
600 Pennsylvania Ave., N.W.
Washington, D.C. 20580
202-326-3222; 326-2310; 202-326-3295 (fax)

SO ORDERED, this 12th day of September, 2003.



United States District Judge RICARDO M. URBINA
District of Columbia

ATTACHMENT A

FILED

SEP 12 2003

**NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT**

FILED
Clerk of the Superior Court

JAN 08 2003

By: N. SANCHEZ

Deputy

FILED

SEP 12 2003

NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT

1 ARNOLD & PORTER
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5 Attorneys for Defendant VeriSign, Inc.

6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF SAN DIEGO
9 CENTRAL DIVISION

10 Coordination Proceeding
Special Title (Rule 1550(b))

11 VERISIGN CASES

12 (Included actions listed below)

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4256

The Honorable John S. Meyer

~~PROPOSED~~ ORDER AMENDING
NOTICE OF PENDENCY AND
PROPOSED SETTLEMENT OF CLASS
ACTION AND FAIRNESS HEARING

13
14
15
16 Included Actions:

17 California Consumer Action Network et al. v.
18 VeriSign, Inc.

San Diego Superior Court No. GIC 785714

19 Luxenberg et al. v. VeriSign, Inc.

Los Angeles Superior Court No. BC 274342

20 Performance Marketing Group v. VeriSign,
21 Inc.

Santa Clara Superior Court No. CV 808204

22 Wireless Consumer Alliance et al. v.
VeriSign, Inc.

San Diego Superior Court No. GIN 021353

23 Rapp v. VeriSign, Inc.

San Diego Superior Court No. GIC 789589

24 People of the State of California v. VeriSign,
25 Inc.

San Bernardino Superior Court. No.
SCVSS 091318

1 WHEREAS, on December 23, 2002, this Court entered an order granting preliminary
 2 approval of settlement, directing notice of pendency and settlement of class action and setting
 3 hearing date for final approval of settlement (the "Order");

4 WHEREAS, on December 26, 2002, defendant VeriSign, Inc. ("VeriSign") distributed to
 5 plaintiffs in the included action *Wireless Consumers Alliance et al. v. VeriSign, Inc.* a proposed
 6 amendment (the "Amendment") to the definition of "Released Claims" set forth in the Notice of
 7 Pendency and Proposed Settlement of Class Action and Fairness Hearing (the "Notice") and related
 8 documents, which are annexed to the Order, and requested written comments to such Amendment
 9 on or before December 31, 2002;

10 WHEREAS, to date, VeriSign has received no written comments with respect to the
 11 Amendment;

12 NOW, THEREFORE, IT IS HEREBY ORDERED:

13 1. The definition of "Released Claims" set forth in the Notice and related documents
 14 annexed to the Order shall be stricken and replaced with the following definition:

15 "Released Claims" means and includes any and all claims, actions, causes of action,
 16 allegations, rights and liabilities, regardless of legal theory, including but not limited to, claims for
 17 negligence, gross negligence, recklessness, breach of duty of care and/or breach of duty of loyalty,
 18 breach of fiduciary duty, fraud, misrepresentation, mismanagement, breach of contract, violations of
 19 any state or federal statute, rules or regulations, including "Unknown Claims," as defined herein,
 20 that have been or could have been asserted in the Litigation by or on behalf of the Representative
 21 Plaintiffs or any or all Members of the Settlement Class against the Released Persons which are
 22 based upon or related to the DNE Notice and the facts, transactions, events, occurrences, acts,
 23 disclosures, statements, damages, omissions or failures to act which were or could have been
 24 alleged in the Litigation or any other forum, based upon, relating to or arising from VeriSign's DNE
 25 Notice. **"Released Claims" shall not mean or include any claim for monetary damages proven**
 26 **by a Member of the Settlement Class to have arisen directly from an inability to access or**
 27 **otherwise use Internet-related services (including a Settlement Class Member's existing and**
 28

1 active website, e-mail, or data transfer services) associated with a domain name transferred to
 2 VeriSign pursuant to the DNE Notice and which inability to access or otherwise use these
 3 services was a direct result of the transfer of the domain name registration to VeriSign.

4 2. The Court hereby approves, as to form and content, the Notice annexed to the Order
 5 as *Exhibit A-1*, as amended herein. The Court finds that the availability to the Settlement Class of
 6 the amended Notice substantially in the manner and form set forth in this order meets the
 7 requirements of due process, and is the best notice practicable under the circumstances and shall
 8 constitute due and sufficient notice to all Persons entitled thereto.

9
 10 Dated: January 8th, 2003

JOHN S. MEYER

11 HON. JOHN S. MEYER
 12 SUPERIOR COURT JUDGE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO
CENTRAL DIVISION

Coordination Proceeding
Special Title (Rule 1550(b))

VERISIGN CASES

(Included actions listed below)

Included Actions:

California Consumer Action Network et al.
v. VeriSign, Inc.

Luxenberg et al. v. VeriSign, Inc.

Performance Marketing Group
v. VeriSign, Inc.

Wireless Consumer Alliance et al.
v. VeriSign, Inc.

Rapp v. VeriSign, Inc.

People of the State of California
v. VeriSign, Inc.

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4256

The Honorable John S. Meyer

San Diego Superior Court No. GIC 785714

Los Angeles Superior Court No. BC 274342

Santa Clara Superior Court No. CV 808204

San Diego Superior Court No. GIN 021353

San Diego Superior Court No. GIC 789589

San Bernardino Superior Court. No.
SCVSS 091318

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT
OF CLASS ACTION AND FAIRNESS HEARING**

TO: ALL PERSONS WHO REQUESTED THE TRANSFER AND RENEWAL OF THEIR DOMAIN NAME REGISTRATION(S) PURSUANT TO THE "DOMAIN NAME EXPIRATION NOTICE" (THE "DNE NOTICE") FROM THEIR CURRENT REGISTRAR TO VERISIGN, INC., WHO PROVIDED, OR ATTEMPTED TO PROVIDE, PAYMENT IN TOTAL OR IN PART TO VERISIGN OF THE REQUIRED \$29 RENEWAL FEE AND WHOSE DOMAIN NAME REGISTRATION(S) WERE OTHERWISE CAPABLE OF TRANSFER (E.G., THE DOMAIN NAME REGISTRATION(S) WERE NOT IN AN UNPAID STATUS WITH THEIR CURRENT REGISTRAR OR OTHERWISE INELIGIBLE FOR TRANSFER) (THE "SETTLEMENT CLASS"). YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF A CLASS ACTION LAWSUIT NOW PENDING IN THIS COURT. PLEASE READ THIS NOTICE CAREFULLY.

THIS NOTICE IS BEING SENT:

To inform you of the provisional certification of a Settlement Class and the preliminary approval of a class action settlement agreement (the "Settlement"), executed on October 22, 2002, between VeriSign, Inc. ("VeriSign") and the Representative Plaintiff(s);

To notify you of a Court hearing (the "Fairness Hearing") on March 14, 2003 to determine the fairness, adequacy and reasonableness of the proposed Settlement and whether the Settlement Class should be certified;

To advise you of your rights as a Settlement Class Member to support, to object to, to participate in the benefits of the Settlement, or to exclude yourself ("opt out") from the proposed Settlement; and

To alert you to these important dates and deadlines for Settlement Class Members:

February 27, 2003. Deadline for submission of Proof of Claim forms by Settlement Class Members who wish to participate in one of the Settlement options, using the form accompanying this Notice (must be postmarked by this date).

February 28, 2003. Deadline for written objections to the Settlement.

February 28, 2003. Deadline to opt out from the Settlement Class (written request to be excluded from the Settlement Class must be postmarked by this date).

March 14, 2003. Fairness Hearing by the Court.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 1859 of the *California Rules of Court*, and an order of the Superior Court for the State of California, County of San Diego (the "Court"), that, except as noted below, a Settlement of the claims alleged in the *VeriSign Cases*, Judicial Council Coordination Proceeding No. 4256 (the "Litigation") has been reached by the parties on behalf of the Settlement Class and that the Settlement has been preliminarily approved by the Court.

YOU ARE FURTHER NOTIFIED, pursuant to an Order of Court, dated December 23, 2002, that a Fairness Hearing will be held on March 14, 2003 before the Honorable John S. Meyer, Superior Court Judge for the State of California, County of San Diego, 330 W. Broadway, San Diego, CA 92101, to consider: (1) whether the Settlement Class, which has been provisionally certified, should be certified; (2) whether the Settlement described below should be approved by the Court as fair, reasonable and adequate; (3) whether the Litigation should be dismissed on the merits with prejudice as set forth in the Stipulation of Settlement (the "Stipulation") dated as of October 22, 2002, on file with the Court; (4) the reasonableness of the application of Representative Plaintiffs' Counsel for the payment of \$225,000 in attorneys' fees and reimbursement of costs and expenses incurred in connection with the Litigation; and (5) whether the releases in the Settlement should be approved as fair, reasonable and adequate to the Settlement Class and Defendant.

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation or the merits of the claims or defenses asserted or the fairness or adequacy of the Settlement. This Notice is merely to advise you of the pendency and Settlement of the Litigation and of your rights in connection with the Settlement.

I. SUMMARY OF PARTIES' POSITIONS AND REASONS FOR SETTLEMENT

The Litigation concerns the recent DNE Notice which the Settlement Class Members received by mail from VeriSign and the Settlement Class Members' execution and return of the DNE Notice to VeriSign. The Litigation contends that confusion arose or was likely to arise regarding the expiration date of each domain name registration identified in the DNE Notice received by Settlement Class Members and regarding the effect of executing and returning the DNE Notice to VeriSign. The Litigation further contends that this confusion might cause a recipient of the DNE Notice to execute and return it to VeriSign unintentionally. While VeriSign denies any intent to cause any confusion arising from the DNE Notice and denies that the DNE Notice created a likelihood of confusion regarding any of the issues raised in the Litigation, it has decided to settle the Litigation. The parties have negotiated a Settlement. Judge John S. Meyer of the San Diego Superior Court has also granted preliminary approval of the Settlement and has provisionally certified the Settlement Class, subject to the Fairness Hearing discussed below. The Settlement Class Members are being sent this Notice of Settlement based on VeriSign's records which show that the Settlement Class Members, or someone acting on their behalf, returned the DNE Notice to VeriSign requesting the renewal and transfer of certain domain name registration(s) from their current registrar to VeriSign.

II. DEFINITIONS USED IN THIS NOTICE

As used in this Notice, the following terms have the meanings specified below:

“Claims Administrator” means Berdon LLP.

“Defendant” means VeriSign, Inc. (“VeriSign”) and all of its predecessors, successors, parents, subsidiaries, divisions and related or affiliated entities.

“Effective Date” means the first date by which all of the events and conditions specified in the Stipulation have been met and have occurred.

“Fairness Hearing” means that hearing the Court schedules after notice to the Settlement Class of the pendency of the Litigation, the provisional certification of the Settlement Class, and of the preliminary approval of the Settlement to determine the fairness, adequacy and reasonableness of the proposed Settlement herein, whether the Settlement Class shall remain certified and the determination of the application for fees and reimbursement of expenses submitted by Representative Plaintiffs’ Counsel.

“Opt-Out Period” means the deadline by which any Settlement Class Member must request in writing his, her, or its exclusion from the Settlement Class.

“Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees and any agent of the foregoing.

“Related Parties” means each of Defendant’s past and present directors, officers, employees, partners, principals, agents, underwriters, issuers, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants, auditors, banks or investment bankers, advisors, legal representatives, predecessors, successors, parent companies, subsidiaries, divisions, joint ventures, assigns, associates, related or affiliated entities, any entity in which Defendant has a controlling interest, and any trust of which Defendant is the settlor or which is for the benefit of Defendant.

“Released Claims” means and includes any and all claims, actions, causes of action, allegations, rights and liabilities, regardless of legal theory, including but not limited to, claims for negligence, gross negligence, recklessness, breach of duty of care and/or breach of duty of loyalty, breach of fiduciary duty, fraud, misrepresentation, mismanagement, breach of contract, violations of any state or federal statute, rules or regulations, including “Unknown Claims,” as defined herein, that have been or could have been asserted in the Litigation by or on behalf of the Representative Plaintiffs or any or all Members of the Settlement Class against the Released Persons which are based upon or related to the DNE Notice and the facts, transactions, events, occurrences, acts, disclosures, statements, damages, omissions or failures to act which were or could have been alleged in the Litigation or any other forum, based upon, relating to or arising from VeriSign’s DNE Notice. **“Released Claims” shall not mean or include any claim for monetary damages proven by a Member of the Settlement Class to have arisen directly from an inability to access or otherwise use Internet-related services (including a Settlement Class Member’s existing and active website, e-mail, or data transfer services) associated with a domain name transferred to VeriSign pursuant to the DNE Notice and which inability to access or otherwise use these services was a direct result of the transfer of the domain name registration to VeriSign.**

“Released Persons” means Defendant and its Related Parties.

“Representative Plaintiffs” means Marc Luxenberg, Aron Fischer and John Lamdin.

“Representative Plaintiffs’ Counsel” means counsel for the Representative Plaintiffs and the Settlement Class in the Litigation: Kevin J. Yourman, Vahn Alexander and Zev Zysman, Weiss & Yourman, 10940 Wilshire Blvd., Suite 2400, Los Angeles, CA 90024.

“Settlement Class” means all Persons who requested the transfer and renewal of their domain name registration(s) pursuant to the DNE Notice from their current registrar to VeriSign, who provided, or attempted to provide, payment in total or in part to VeriSign of the required \$29 renewal fee and whose domain name registra-

tion(s) were otherwise capable of transfer (e.g., the domain name registration(s) were not in an unpaid status with their current registrar or otherwise ineligible for transfer). Excluded from the Settlement Class is Defendant and its Related Parties. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to the Notice of Pendency.

“Settlement Class Member” or “Member of the Settlement Class” means a Person who falls within the definition of the Settlement Class as set forth above.

“Settling Parties” means, collectively, Defendant and the Representative Plaintiffs on behalf of themselves and the Members of the Settlement Class.

“Unknown Claims” means any Released Claims which the Representative Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Representative Plaintiffs shall expressly, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of §1542 of the *California Civil Code*, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Representative Plaintiffs and the Settlement Class Members, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to § 1542 of the *California Civil Code*. The Representative Plaintiffs and/or Settlement Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Representative Plaintiffs and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge that the foregoing waiver was bargained for and a key element of the Settlement of which this release is a part.

III. THE PROPOSED SETTLEMENT

A Settlement has been reached in the Litigation between the parties, which provides the following two options.

First Settlement Option: Each Settlement Class Member who executed and returned the completed DNE Notice to VeriSign and thereby intended to renew his, her, or its domain name registration(s) identified in the DNE Notice for another year and to request the transfer of the domain name registration(s) to VeriSign from their registrar need do nothing further. If the transfer request was properly completed, the domain name registration(s) were otherwise capable of transfer, and the appropriate payment of twenty-nine dollars (\$29) per domain name provided to VeriSign, the domain name registration(s) of these Settlement Class Members has been, or is in the process of being, renewed for another year and transferred to VeriSign. In connection with the Settlement and after the Fairness Hearing, VeriSign will add another year at no additional charge to the term of the domain name registration for any domain name that the Settlement Class Member successfully transferred to VeriSign pursuant to the DNE Notice. In addition, any Settlement Class Member who submitted the DNE Notice and wishes to trans-

fer their domain name registration(s) to VeriSign pursuant to the DNE Notice but did not accurately complete and return the DNE Notice to VeriSign may take advantage of this first option by completing and returning the enclosed proof of claim.

Second Settlement Option: Each Settlement Class Member who completed, executed and returned the DNE Notice to VeriSign but did not intend to renew his, her, or its domain name registration(s) identified in the DNE Notice and to transfer it to VeriSign may have the transfer reversed, if the registration was successfully transferred. Specifically, for the Settlement Class Members who select the Second Settlement Option, VeriSign will cancel the authorization contained in the DNE Notice which the Settlement Class Member submitted, or which was submitted on his, her, or its behalf, and the Settlement Class Member will receive a refund of the twenty-nine dollar (\$29) fee per domain name registration that the Settlement Class Member paid to VeriSign. If the Settlement Class Member chooses this option, VeriSign will transfer the domain name registration back to the former registrar. If the Settlement Class Member would like to accept this Second Settlement Option, he, she or it must respond by completing the enclosed Proof of Claim and Release form, postmarked on or before the date stated herein. The Second Settlement Option is not available to any Settlement Class Member who has already contacted VeriSign to reverse the transfer of a domain name registration pursuant to the DNE Notice and to whom VeriSign has already refunded the \$29 fee, per domain name, paid pursuant to the DNE Notice.

Neither the First nor the Second Settlement Option is available to any Settlement Class Member who executed and returned the DNE Notice to VeriSign, but for whom payment of the associated \$29 fee per domain name registration was not received by VeriSign. However, any Settlement Class Member, who submitted, but did not return a fully completed DNE Notice or failed to submit payment with its DNE Notice, may take advantage of the First Settlement Option by perfecting their request to transfer their domain name registration(s) to VeriSign and receive a two-year renewal of their domain name registration(s) by completing the enclosed Proof of Claim and paying the complete \$29 fee per domain name registration to VeriSign. This option is only available to a Settlement Class Member if the subject domain name registration(s) are otherwise capable of transfer.

If a Settlement Class Member wishes to select the Second Settlement Option, identified above, but fails to complete and file a valid and timely Proof of Claim and Release, that Settlement Class Member shall be barred from electing the Second Settlement Option, unless otherwise ordered by the Court, but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any Judgment entered and the releases given.

As part of the Settlement, VeriSign has agreed to pay the attorney's fees and expenses related to the Litigation for Representative Plaintiffs' Counsel in an amount up to \$225,000. The final amount shall be determined and approved by the Court upon motion to be filed by Representative Plaintiffs' Counsel. Payment of attorney's fees and expenses will not affect the benefits provided to the Settlement Class.

IV. DISMISSAL AND RELEASES

If the Settlement is approved by the Court, the Court will enter a Judgment which will:

A. Dismiss the Litigation in its entirety against Defendant with prejudice and without costs to any party as against any other party;

B. Adjudge that the Representative Plaintiffs and each Settlement Class Member, except those who both timely and validly request exclusion in accordance with the procedures detailed herein, shall be deemed conclusively to have released the Released Claims and Unknown Claims (described above and in the Stipulation) against the Released Persons. Notwithstanding that the Representative Plaintiffs, or one or more Settlement Class Members may hereafter discover facts in addition to, or different from, those which the Representative Plaintiffs or Settlement Class Members now know, or believe to be true, with respect to the Litigation and Released Claims or to the subject matter of the Litigation, which, if known, might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to the Settlement, each of the Representative Plaintiffs and Settlement Class Members shall be deemed, upon the Effective Date of the Settlement, to have fully, finally and forever settled and released, as against any of the Released Persons, and all Released Claims and Unknown Claims, that have been or might have been asserted by the Representative Plaintiffs or Settlement Class Members, or any of them, based upon or related to the DNE Notice.

C. Bar and permanently enjoin the Representative Plaintiffs and the Settlement Class Members from prosecuting the Released Claims (including Unknown Claims) against the Released Persons; and

D. Reserve jurisdiction, without affecting the finality of the Judgment entered, over:

1. Implementation of this Settlement;
2. Hearing and determining Representative Plaintiffs' Counsel's application(s) for attorneys' fees and expenses;
3. Enforcing and administering the Stipulation, including any releases executed in connection therewith; and
4. Other matters related or ancillary to any of the foregoing.

V. CONDITIONS OF SETTLEMENT

The Fairness Hearing will be held on March 14, 2003, at 2 p.m., before the Honorable John S. Meyer, Superior Court Judge for the State of California, County of San Diego, 330 W. Broadway, San Diego, CA 92101. The Settlement is conditioned upon the occurrence of a number of events, any of which may be waived by the mutual agreement of the Settling Parties. Those events include, among other things: (1) approval of the Settlement at the Fairness Hearing; (2) entry of the Final Judgment by the Court, as provided for in the Stipulation; and (3) expiration of the time to appeal from the Final Judgment. If, for any reason, any one of the conditions described in the Stipulation is not met, the Stipulation and the Settlement it proposes might be terminated and, if terminated, will become null and void, and the parties to the Stipulation will be restored to their respective positions as of June 26, 2002. Likewise, if the Settlement is not consummated for any other reason, the Stipulation will become null and void, and the parties will resume their former positions in this action.

VI. THE RIGHTS OF SETTLEMENT CLASS MEMBERS

If you are a Member of the Settlement Class, you may receive the benefit of, and you will be bound by, the terms of the Settlement described in §III of this Notice, upon approval of the Settlement by the Court.

If you are eligible to be a Member of the Settlement Class, you have the following options:

A. If you returned a completed DNE Notice to VeriSign and, as a result, your domain name registration(s) were successfully transferred to VeriSign:

1. You may do nothing at all. See the First Settlement Option described in §III above. If you choose this option, you will receive an additional year added to the term of each domain name registration that you successfully transferred to VeriSign pursuant to the DNE Notice. In addition, you will be bound by the Judgment and releases in the Settlement.

2. You may file a timely and valid Proof of Claim and Release (form enclosed). See the Second Settlement Option described in §III, above. If you choose this option, your domain name registration(s) will be transferred back to your former registrar and you will be refunded the \$29 fee per domain name. In addition, you will be bound by the Judgment and releases in the Settlement.

B. If you returned an incomplete DNE Notice, or failed to provide the required \$29 fee per domain name registration, to VeriSign, and, as a result, your domain name registration(s) were not transferred to VeriSign:

1. You may do nothing. Your domain name registration will not be transferred to VeriSign. In addition, you will be bound by the Judgment and releases in the Settlement.

2. You may request transfer of your domain name registration(s) identified on the DNE Notice, if those domain name registration(s) are otherwise capable of transfer, by filing a timely and valid Proof of Claim and Release (form enclosed). See the First Settlement Option described in §III, above. If you choose this option, your domain name registration(s) will be transferred to VeriSign from your current registrar. In addition, you will be bound by the Judgment and releases in the Settlement.

C. If you do not wish to be included in the Settlement Class, and you do not wish to participate in the Settlement described in this Notice, you may request to be excluded. To do so, you must state **in writing** that you wish to be excluded from the Settlement. Your written request for exclusion must also set forth the name of this Litigation, *VeriSign Cases*, Case No. JCCP 4256, your name and/or the business name identified on the DNE Notice, address, telephone number, and the domain name(s) identified on the DNE Notice. The **written** exclusion request must be sent to:

Claims Administrator
VeriSign Consumer Litigation
c/o Berdon LLP
P.O. Box 9014
Jericho, NY 11753-8914

To be considered valid, the exclusion request must be postmarked no later than February 28, 2003 (the "Opt-Out Period"). **NO REQUEST FOR EXCLUSION WILL BE CONSIDERED VALID UNLESS ALL OF THE INFORMATION DESCRIBED ABOVE IS INCLUDED IN THE REQUEST.**

Do not request exclusion from the Settlement Class solely for the purpose of pursuing a claim excluded from the definition of "Released Claims." See §II. These claims already are excluded from the Settlement.

D. If you validly request exclusion from the Settlement Class: (1) you will be excluded from the Settlement Class; (2) you will not share in the proceeds of the Settlement described herein; (3) you will not be bound by any Judgment entered in the Litigation; and (4) you will not be precluded from otherwise prosecuting an individual claim at your own expense, if timely, against VeriSign based on the matters complained of in the Litigation.

E. If you do not request to be excluded from the Settlement Class, you will be bound by any and all determinations or judgments in the Litigation concerning the Settlement entered or approved by the Court, whether favorable or unfavorable to the Settlement Class Members, including, without limitation, the Judgment described above.

F. If you do not request to be excluded from the Settlement Class, you may object to the Settlement and/or the application of Representative Plaintiffs' Counsel for an award of attorneys' fees and reimbursement of expenses in the manner set forth below. The filing of a Proof of Claim and Release by a Settlement Class Member does not preclude a Settlement Class Member from objecting to the Settlement or the fees and expenses applied for by counsel for the Representative Plaintiffs. However, if your objection is rejected, you will be bound by the Settlement and the Judgment just as if you had not objected.

G. If you are a Member of the Settlement Class, you may, but are not required to, enter an appearance in writing through counsel of your own choosing at your own expense. If you do not do so, you will be represented by counsel for the Representative Plaintiffs.

VII. THE RIGHT TO BE HEARD AT THE FAIRNESS HEARING

At the Fairness Hearing, the Court will consider whether the Settlement Class should remain certified; whether the proposed Settlement is fair, reasonable and adequate; whether it should be approved by the Court; whether Judgment should be entered dismissing the Litigation on the merits and with prejudice as against Defendant; whether Representative Plaintiffs' Counsel's application for attorneys' fees and reimbursement of costs and expenses should be approved; and any other matters deemed appropriate by the Court. However, any objections or oppositions must be made in advance, in writing, as set forth below. The Fairness Hearing may be adjourned, from time to time, by the Court without further notice.

You may remain a Member of the Settlement Class but object to the Settlement by appearing, either on your own or through counsel, at the Fairness Hearing to show cause why the Settlement should or should not be approved and the Litigation should or should not be dismissed on the merits with prejudice, and/or to present any opposi-

tion to the application of Representative Plaintiffs' Counsel's request for fees and expenses; provided, however, that no such Person shall be heard, unless his, her, or its objection or statement of support is made in writing and is filed, together with copies of all other papers and briefs, to be submitted by him, her, or it with the Court no later than February 28, 2003 and showing due proof of service on:

CLERK OF THE COURT
Superior Court of the State of California
County of San Diego
330 W. Broadway
San Diego, CA 92101

WEISS & YOURMAN
Kevin J. Yourman
Vahn Alexander
Zev B. Zysman
10940 Wilshire Boulevard, 24th Floor
Los Angeles, CA 90024
Telephone: 310-208-2800

Representative Plaintiffs' Counsel

ARNOLD & PORTER
Suzanne V. Wilson
1900 Avenue of the Stars
17th Floor
Los Angeles, CA 90067-4408
Telephone: 310-788-8225

Counsel for Defendant VeriSign

It is important for you to understand that any Member of the Settlement Class who does not file his, her or its objection or statement of support in the time and manner described shall be deemed to have waived objection and will not be able to raise any objection to the Settlement in the future (by appeal or otherwise), including any objection to the fairness, reasonableness and adequacy of the Settlement or to the request of Representative Plaintiffs' Counsel for attorneys' fees and expenses. Any Member of the Settlement Class whose objection is overruled will still be bound by the Settlement.

VIII. EXAMINATION OF PAPERS AND INQUIRIES

For a more detailed statement of the matters involved in the Litigation and the Settlement thereof, reference is made to the pleadings, to the Stipulation and to other papers filed in the Litigation, which may be inspected at the Office of the Clerk of the Superior Court of the State of California, County of San Diego, 330 W. Broadway, San Diego, CA 92101, during the Court's regular hours of each business day.

Inquiries regarding the Litigation or this Notice may be addressed to either counsel for Defendant or Representative Plaintiffs' Counsel as identified in this Notice.

DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

Dated: January 13, 2003

BY ORDER OF THE SUPERIOR COURT
OF THE STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO
CENTRAL DIVISION

Coordination Proceeding
Special Title (Rule 1550(b))

VERISIGN CASES

(Included actions listed below)

Included Actions:

California Consumer Action Network et al.
v. VeriSign, Inc.

Luxenberg et al. v. VeriSign, Inc.

Performance Marketing Group
v. VeriSign, Inc.

Wireless Consumer Alliance et al.
v. VeriSign, Inc.

Rapp v. VeriSign, Inc.

People of the State of California
v. VeriSign, Inc.

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4256

The Honorable John S. Meyer

San Diego Superior Court No. GIC 785714

Los Angeles Superior Court No. BC 274342

Santa Clara Superior Court No. CV 808204

San Diego Superior Court No. GIN 021353

San Diego Superior Court No. GIC 789589

San Bernardino Superior Court No.
SCVSS 091318

PROOF OF CLAIM AND RELEASE

INSTRUCTIONS

1. Do NOT complete this claim form if:

a. You completed VeriSign's Domain Name Expiration Notice ("DNE Notice") and intended to renew and transfer your domain name registration(s) to VeriSign from your former registrar. **You need do nothing further.** As part of the Settlement in this case, VeriSign will automatically add one additional year to the term of your domain name registration(s) that were transferred to VeriSign pursuant to the DNE Notice;

b. You did not receive the DNE Notice; or

c. You received the DNE Notice but did not return it.

2. Complete this claim form ONLY if:

a. You did not intend to transfer and renew your domain name registration(s) to VeriSign pursuant to the DNE Notice, and you now seek:

- (i) a refund of the \$29 per domain name registration(s) you paid to VeriSign; and
- (ii) the transfer of your domain name registration(s) back to your former registrar;

OR

b. You attempted to renew and transfer your domain name registration(s) to VeriSign, but did not adequately complete the DNE Notice such that your attempt was not successful, and you now seek:

- (i) to complete your request to renew and transfer your domain name registration(s) to VeriSign for \$29 per domain name registration; and
- (ii) to receive a two-year renewal for each domain name registration.

3. If you fall into one of the categories in paragraph 2 above, you must:

- a. Fill out the Proof of Claim form;
- b. Read, sign and date the Release;
- c. Attach copies of the following documents, if you have them:
 - (i) the DNE Notice you received from VeriSign; and
 - (ii) any request you already have submitted to VeriSign for a refund and transfer back to your former registrar.
- d. Mail the completed claim form and documents listed above to:

Claims Administrator
VeriSign Consumer Litigation
c/o Berdon LLP
P.O. Box 9014
Jericho, NY 11753-8914

YOU MUST MAIL YOUR COMPLETED AND SIGNED CLAIM FORM AND RELEASE SO IT IS POSTMARKED ON OR BEFORE FEBRUARY 27, 2003.

NOTE: If you are a Member of the Settlement Class (as defined in the Notice accompanying this Proof of Claim form), and you do not timely request exclusion from the Settlement Class, you are bound by the terms of any judgment entered in the Litigation, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A CLAIM FORM AND RELEASE.**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO
CENTRAL DIVISION

VeriSign Cases

Case No. JCCP 4256

PROOF OF CLAIM

Must Be Postmarked No Later Than: February 27, 2003

REMEMBER TO SIGN THIS FORM ON PAGE 15

Please Type or Print in Blue or Black Ink

PART I: CLAIMANT IDENTIFICATION*

Claimant's Name (*first, middle, last*)

Domain Name(s)

Street Address

City State Zip Code

Area Code Telephone Number (*home*) Area Code Telephone Number (*work*)

E-Mail Address Fax Number

This Claim is for: You Personally The Company or Organization for which you work

**If a Company or Organization, provide the following information for an individual
authorized to submit this claim form and to answer questions concerning your claim:**

Name _____

Company _____

Title _____ Telephone Number _____

Facsimile Number _____ E-Mail Address _____

*All of the information requested above is necessary to process your claim.

PART II: YOUR CLAIM

A. Preliminary Questions

- 1. Did you receive a DNE Notice from VeriSign?
 Yes
 No (if "no," do NOT complete this claim form; you are ineligible for relief under this Settlement)
- 2. Did you fill out and return the DNE Notice?
 Yes
 No (if "no," do NOT complete this claim form; you are ineligible for relief under this Settlement)
- 3. Were one or more of your domain name registrations transferred to VeriSign as a result of your completion of the DNE Notice and payment to VeriSign of \$29 per domain name registration?
 Yes (Please continue to Section B)
 No (Please continue to Section C)

B. Request for Refund and Transfer

- 4. Please list the domain name(s) and former registrar for each domain name registration that was identified in the DNE Notice you received and for which you are requesting a refund of the \$29 you paid to VeriSign per domain name registration (attach additional pages, if necessary):

<u>Domain Name</u>	<u>Registrar</u>
_____	_____
_____	_____
_____	_____

DETACH HERE

- 5. Have you already requested from VeriSign a refund of the \$29 you paid to VeriSign per domain name registration and the transfer of your domain name registration(s) back to your former registrar?
 Yes (If you have written documentation of this request, please attach a copy of this documentation to this form)
 No (Please continue to Question No. 7)
- 6. If you answered "yes" to Question No. 5, have you received a full refund of your payment and has your domain name registration(s) been transferred back to your former registrar?
 Yes (You do not need to submit this claim form)
 No (Please continue to Question No. 7)
- 7. What was the date of your payment to VeriSign in response to the DNE Notice?
Month _____ Year _____

C. Request to Complete Renewal and Transfer to VeriSign

- 8. (a) If you would like to complete your request to renew and to transfer the domain name registration(s) identified in the DNE Notice to VeriSign by providing VeriSign \$29 per domain name registration(s), please complete this Section C. In connection with this Settlement, you will receive two years added to the term of each registration transferred to VeriSign in return for your payment of \$29 per domain name registration.



(b) If you would like to maintain your domain name registration(s) with your current registrar, please do not complete the remainder of this Section C, and do not submit this claim form. Your domain name registration(s) will not be transferred and they will remain with your current registrar.

9. Please list the domain name(s) and current registrar for each domain name registration you would like to renew and transfer to VeriSign for \$29 per domain name registration (attach additional pages, if necessary). The listed domain names must be identical to those identified on the DNE Notice you received from VeriSign.

<u>Domain Name</u>	<u>Registrar</u>
_____	_____
_____	_____
_____	_____

10. Payment Information:

A credit card is required to pay for your renewal and transfer (no checks, please).

a. Cardholder's Name (as it appears on the card):

b. Card Type:

Visa

MasterCard

Discover

American Express

c. Card Number:

d. Expiration Date:

Month _____ Year _____

e. Billing Address:

11. Renewal and Transfer Authorization:

By signing this authorization, you hereby authorize VeriSign to transfer the registration of your domain name(s) identified above from your current registrar to VeriSign, renew your domain name registration(s) for a period of two years from the current record expiration date, and charge your credit card for this order. You agree to be bound by the terms of the VeriSign Change of Registrar Agreement, which is located at https://www.netsol.com/en_US/legal/change-registrar-agreement.jhtml, and the VeriSign Service Agreement, which is located at http://www.netsol.com/en_US/legal/static-service-agreement.jhtml, both of which form a part of the terms and conditions of this authorization. You acknowledge and agree that VeriSign's ability to transfer and renew your domain name(s) is subject to, among the other conditions set forth in the above-referenced agreements, your current registrar permitting the transfer to VeriSign. You acknowledge and agree that unless and until your domain name(s) is/are transferred to VeriSign's registrar, VeriSign will not be providing you with domain name registration services for the domain name(s) listed above and you will continue to work with and pay your current registrar for such services.

Print Name:

Signature:

(signature required)

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I also submit to the jurisdiction of the Superior Court of the State of California, for the County of San Diego, with respect to my claim as a Settlement Class Member and for purposes of enforcing the release set forth herein. I further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in the Litigation. I agree to furnish additional information to Representative Plaintiffs' Counsel or the Claims Administrator to support this claim if required to do so.

RELEASE

I hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release and discharge from the Released Claims, Defendant and each and all of its "Related Parties."

"Released Claims" means and includes any and all claims, actions, causes of action, allegations, rights and liabilities, regardless of legal theory, including but not limited to, claims for negligence, gross negligence, recklessness, breach of duty of care and/or breach of duty of loyalty, breach of fiduciary duty, fraud, misrepresentation, mismanagement, breach of contract, violations of any state or federal statute, rules or regulations, including "Unknown Claims," as defined herein, that have been or could have been asserted in the Litigation by or on behalf of the Representative Plaintiffs or any or all Members of the Settlement Class against the Released Persons which are based upon or related to the DNE Notice and the facts, transactions, events, occurrences, acts, disclosures, statements, damages, omissions or failures to act which were or could have been alleged in the Litigation or any other forum, based upon, relating to or arising from VeriSign's DNE Notice. **"Released Claims" shall not mean or include any claim for monetary damages proven by a Member of the Settlement Class to have arisen directly from an inability to access or otherwise use Internet-related services (including a Settlement Class Member's existing and active website, e-mail, or data transfer services) associated with a domain name transferred to VeriSign pursuant to the DNE Notice and which inability to access or otherwise use these services was a direct result of the transfer of the domain name registration to VeriSign.**

"Unknown Claims" means any Released Claims which the Representative Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Representative Plaintiffs shall expressly, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of §1542 of the *California Civil Code*, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Representative Plaintiffs and the Settlement Class Members, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to §1542 of the *California Civil Code*. The Representative Plaintiffs and/or Settlement Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Representative Plaintiffs and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge that the foregoing waiver was bargained for and a key element of the Settlement of which this release is a part.

This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

DETACH HERE



I hereby warrant and represent that I have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release.

I hereby warrant and represent that I have included truthful and accurate information about my receipt of the DNE Notice and my response thereto.

I certify that I am not subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code. (Note: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.)

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct and that this Proof of Claim and Release form was executed this _____ day of _____, 2003 in _____
(City, State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person signing, if for Corporation/Other Entity)

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach only copies of acceptable supporting documentation.
3. Keep a copy of your claim form for your records.
4. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested, or its equivalent.
5. If you move after submitting your claim form, please send us your new address.
6. If you have any questions concerning this claim form, contact:

Claims Administrator
VeriSign Consumer Litigation
c/o Berdon LLP
P.O. Box 9014
Jericho, NY 11753-8914
Telephone: (800) 766-3330
Fax: (615) 931-0810
Website: www.berdonllp.com/claims

7. This claim form must be postmarked no later than February 27, 2003 and must be mailed to the Claims Administrator at the above address.

