

COPY

SUM-100

SUMMONS (CITACION JUDICIAL)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

INTERNET CORPORATION FOR ASSIGNED NAMES AND
NUMBERS; INTERNET ASSIGNED NUMBERS AUTHORITY;
Additional Parties Attachment form is attached.

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

C. ITOH MIDDLE EAST E.C. (Bahrain), through the real party in
interest, NATIONAL UNION FIRE INSURANCE COMPANY OF
PITTSBURGH, PA

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)
CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUN 28 2006

John A. Clarke, Executive Officer/Clerk

By J.L. Allen, Deputy

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, County of Los Angeles
Santa Monica Courthouse, 1725 Main Street
Santa Monica, California 90401

CASE NUMBER
(Número del caso): **SC090220**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Robert A. Sacks, Sullivan & Cromwell LLP

1888 Century Park East, Suite 2100, Los Angeles, CA 90012, (310) 712-6600

DATE:
(Fecha)

Clerk, by _____, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
- by personal delivery on (date):

SHORT TITLE: C. Itoh Middle East E.C. v. Internet Corporation for Assigned Names a	CASE NUMBER:
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INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party):

Plaintiff Defendant Cross-Complainant Cross-Defendant

THE PEOPLE'S REPUBLIC OF THE CONGO;
THE CONGOLESE REDEMPTION FUND

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):
 Robert A. Sacks (No. 150146)
 Sullivan & Cromwell LLP
 1888 Century Park East, Suite 2100, Los Angeles, California 90067
 TELEPHONE NO.: 310-712-6600 FAX NO.: 310-712-8800

ATTORNEY FOR (Name): C. ITOH MIDDLE EAST E.C. (Bahrain)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: Santa Monica Courthouse
 MAILING ADDRESS: 1725 Main Street
 CITY AND ZIP CODE: Santa Monica, California 90401
 BRANCH NAME:

CASE NAME: C. ITOH MIDDLE EAST E.C. (Bahrain) v. INTERNET COR

CIVIL CASE COVER SHEET

Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)

Complex Case Designation

Counter Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)

CASE NUMBER: **SC090220**

JUDGE: **JOHN L. SEGAL**

DEPT.:

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 Los Angeles Superior Court

JUN 28 2006

John A. Clarke, Executive Officer/Clerk

By J.L. Allen, Deputy

All five (5) items below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<p>Auto Tort</p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p>Non-PI/PD/WD (Other) Tort</p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p>Employment</p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p>	<p>Contract</p> <p><input type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p>Real Property</p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p>Unlawful Detainer</p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p>Judicial Review</p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p>	<p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812)</p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental /Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p>Enforcement of Judgment</p> <p><input checked="" type="checkbox"/> Enforcement of judgment (20)</p> <p>Miscellaneous Civil Complaint</p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p>Miscellaneous Civil Petition</p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p>
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2. This case is is not complex under rule 1800 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial post-judgment judicial supervision

3. Type of remedies sought (check all that apply):

a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): One cause of action (Creditor's Suit)

5. This case is is not a class action suit.

Date:

Robert A. Sacks

(TYPE OR PRINT NAME)

[Handwritten Signature]

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 201.8.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers

If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must check all five items on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. You do not need to submit a cover sheet with amended papers. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 201.8(c) and 227 of the California Rules of Court.

To Parties in Complex Cases

In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 1800 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (48) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other P/VPD/W (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other P/VPD/W (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/W (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other P/VPD/W

Non-P/VPD/W (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment)(08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-P/VPD/W Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential.)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rule 1800-1812)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Toxic Tort/Environmental (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (not domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Tax
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint RICO (27)

Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

COPY

SHORT TITLE:
 C. ITOH MIDDLE EAST E.C. (Bahrain) v. INTERNET CORPORATIO

CASE NUMBER
 SC090220

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:
 JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 3 HOURS / DAYS.

Item II. Select the correct district and courthouse location (4 steps - If you checked "Limited Case", skip to Item III, Pg. 4):
Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.
Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	2.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 3., 4., 8.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 2., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 2., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 2., 3.	
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 4.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Intellectual Property (19)	<input type="checkbox"/> A6016 Intellectual Property	1., 2., 3.

SHORT TITLE: C. ITOH MIDDLE EAST E.C. (Bahrain) v. INTERNET CORPORATIO

CASE NUMBER

Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1., 2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	2.,3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3.
Breach of Contract/Warranty (08) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 3.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	2., 5.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 5., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2., 5.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	1., 2., 3., 5.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property(not eminent domain, landlord/tenant, foreclosure)	1., 2., 3., 5.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	1., 2., 3., 8.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE:
C. ITOH MIDDLE EAST E.C. (Bahrain) v. INTERNET CORPORATIO

CASE NUMBER

Judicial Review (Cont'd.)
 Provisionally Complex Litigation
 Enforcemer. of Judgment
 Miscellaneous Civil Complaints
 Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 8.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6008 Claims Involving Mass Tort	1., 2., 3.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 3., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input checked="" type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	2., 8., 9.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 1., 2., 8. 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	1., 2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 8. 2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

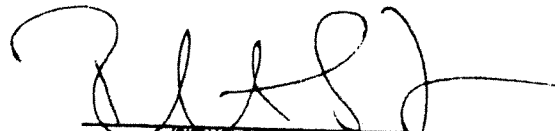
SHORT TITLE: C. ITOH MIDDLE EAST E.C. (Bahrain) v. INTERNET CORPORATIO	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input checked="" type="checkbox"/> 8. <input checked="" type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: Internet Corporation for Assigned Names and Numbers 4676 Admiralty Way, Suite 330
CITY: Marina del Rey	STATE: CA	ZIP CODE: 90292-6601

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Santa Monica courthouse in the west District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subs. (b), (c) and (d)).

Dated: June 28, 2006


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form JC 982.2(b)(1).
4. Complete Addendum to Civil Case Cover Sheet form CIV 109 03-04 (eff. Date).
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form 982(a)(27), if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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Edward E. Johnson (Cal. Bar No. 241065)
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5 Attorneys for Plaintiff C. ITOH MIDDLE
EAST E.C. (Bahrain), through the real
6 party in interest, NATIONAL UNION
FIRE INSURANCE COMPANY OF
7 PITTSBURGH, PA.

CONFORMED

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

JUN 28 2006
John A. Clarke, Executive Officer/Clerk
By J.L. Allen, Deputy

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF LOS ANGELES
11 WEST DISTRICT

12
13 C. ITOH MIDDLE EAST E.C. (Bahrain))
through the real party in interest, NATIONAL)
14 UNION FIRE INSURANCE COMPANY)
OF PITTSBURGH, PA,)
15)
16 Plaintiff,)
17 v.)
18 INTERNET CORPORATION FOR)
ASSIGNED NAMES AND NUMBERS,)
19 INTERNET ASSIGNED NUMBERS)
AUTHORITY, the PEOPLE'S)
20 REPUBLIC OF THE CONGO, and THE)
CONGOLESE REDEMPTION FUND,)
21)
22 Defendants.)

INITIAL CASE MANAGEMENT REVIEW
AND CONFERENCE

OCT 16 2006

@ 8:30 am Dept M

Case No. SCO 90220

COMPLAINT

REGAL

Creditor's suit under
C. Civ. P. § 708.210,
to enforce this Court's
judgment entered on
April 19, 2005

23
24 Plaintiff C. Itoh Middle East E.C. (Bahrain) ("C. Itoh"), through the real party in
25 interest National Union Fire Insurance Company of Pittsburgh, PA ("NUFI"), alleges:

26 I. BACKGROUND AND NATURE OF ACTION

27 1. Plaintiff has been seeking for more than 15 years to collect monies owed
28 to it by the Republic of the Congo ("Congo"). Although the Congo's debt is undisputed, and it

1 has been ordered to pay by an International Chamber of Commerce ("ICC") arbitration award as
2 well as by judgments in France, Oklahoma, Texas, New York, Delaware and California, the
3 Congo has not paid Plaintiff a penny of what it owes.

4 2. The Congo owes Plaintiff over \$23 million¹.

5 3. The Congo's failure to pay has not been because it cannot afford to do so.

6 To the contrary, as the United States District Court for the Southern District of New York
7 recently observed in *Kensington Int'l Ltd. v. Republic of Congo*, No. 03-4578, 2005 U.S. Dist.
8 LEXIS 4331 at *4 (S.D.N.Y. March 21, 2005), "the Congo is an oil-rich nation with more than
9 sufficient assets to pay its debts but one of the world's most notorious debtors."

10 4. As set forth in more detail below, instead of using its many assets to
11 satisfy its debts to Plaintiff and others, the Congo has chosen instead to use these monies to
12 enrich corrupt officials. Upon information and belief, corrupt Congolese officials have taken up
13 to one-third of the country's oil revenues. The Congo has also engaged in numerous fraudulent
14 transactions designed to hinder and delay creditors.

15 5. This Creditor's Suit seeks to execute upon Plaintiff's California judgment
16 against the Congo through the levy already obtained by Plaintiff upon the Congo's Internet
17 domain name, ".cg". In light of the Congo's success in evading Plaintiff's collection efforts to
18 date, execution upon ".cg" may be Plaintiff's only opportunity for recovery.

19 6. Internet domain names constitute valuable property. For example, on
20 information and belief, the country of Tuvalu has leased the right to its ".tv" domain name for
21 more than \$50 million dollars; the country of Laos has sold the rights to its ".la" name for a
22 similarly large sum; the Democratic Republic of the Congo (formerly Zaire) has changed its
23 domain name to ".cd" to make it more marketable and profitable; loans.com has sold for \$3
24 million; business.com has sold for \$7.5 million; and sex.com has sold for \$12 million.

25

26

27 ¹ Post-judgment interest calculated through June 27, 2006. Foreign currencies exchanged
28 into U.S. Dollars using rates provided by the Universal Currency Converter, found at
www.xe.com/ucc, as of approximately 12:00 p.m. Eastern Standard Time on June 27,
2006.

1 7. The Congo's rights to its ".cg" domain name have been granted and are
2 controlled by the Internet Corporation for Assigned Names and Numbers ("ICANN"), a
3 California corporation. The property upon which Plaintiff seeks to execute is thus located in the
4 United States and control over it can readily be turned over by ICANN to Plaintiff. Moreover,
5 the ".cg" domain name is and has been used by the Congo for commercial purposes in the United
6 States. Indeed, through its delegee Interpoint, the Congo has marketed and leased to numerous
7 United States companies, for 225 Euros per year, the right to utilize Internet subdomain names
8 ending in ".cg". A list of 50 subdomains leased to U.S. customers is attached hereto as Exhibit
9 15, and there are likely many more. Congo, as the owner of ".cg", has the right to lease for profit
10 an infinite number of subdomain names to U.S. and other customers ending ".cg".

11 **II. PARTIES AND JURISDICTION**

12 **A. Plaintiff**

13 8. By contract dated November 17, 1982 (the "Contract"), C. Itoh, a
14 company incorporated under the laws of Bahrain with its principal place of business in Bahrain,
15 contracted to sell construction equipment to the Congo in exchange for one billion one hundred
16 eighty million Japanese yen, to be paid in installments. C. Itoh performed, but after paying the
17 first two installment payments, the Congo defaulted on its obligations. A copy of the Contract is
18 attached as Exhibit 1.

19 9. Pursuant to Article 17 of the Contract, the Congo waived any and all rights
20 to sovereign immunity, both with respect to its obligations under the Contract and enforcement
21 of Plaintiff's rights through seizure, attachment or execution of assets of any nature. Article 17
22 provided:

23 **ARTICLE 17 – WAIVER OF SOVEREIGN IMMUNITY**

24 The buyer hereby irrevocably waives invoking any right
25 whatsoever to diplomatic immunity or any immunity from
26 jurisdiction or execution with respect to its obligations relating to
27 this agreement and the promissory notes, both with respect to itself
28 and to its assets of any nature, in the context of a legal proceeding,
judgment, enforcement of a judgment, compensation, seizure or
attachment prior to judgment or final and executory seizure or
attachment.

1 10. Article 19 of the Contract provided for any disputes regarding the Contract
2 to be resolved by International Chamber of Commerce (“ICC”) arbitration in Paris. As described
3 in more detail below, that arbitration took place, and an arbitration award was issued in
4 Plaintiff’s favor. Pursuant to Article 24 of the ICC Rules governing the arbitration, an ICC
5 arbitral award “shall be final,” and “[b]y submitting the dispute to arbitration by the International
6 Chamber of Commerce, the parties shall be deemed to have undertaken to carry out the resulting
7 award without delay and to have waived their right to any form of appeal insofar as such waiver
8 can be validly made.”

9 11. NUFI, a Pennsylvania corporation with its principal place of business in
10 New York, New York, insured C. Itoh against default by the Congo, has been subrogated to C.
11 Itoh’s rights against the Congo, and is the real party in interest with respect to Plaintiff’s claim.

12 **B. Defendants**

13 12. The Congo is a foreign country located on the West Coast of Africa, north
14 and west of the Democratic Republic of the Congo (the former Zaire, with capital Kinshasa) and
15 south and east of Gabon, Cameroon, and the Central African Republic. The Congo’s capital is
16 Brazzaville. The Congo is sometimes known by several other names, including the People’s
17 Republic of Congo, Republic of the Congo, La République Populaire Du Congo, and La
18 République Du Congo-Brazzaville. The Congo is the judgment debtor in this Creditor’s Suit.
19 While Plaintiff also has judgment creditor rights against the Congolese Redemption Fund and
20 alter egos of the Congo, on information and belief the existence of those other judgment debtors
21 is not relevant with respect to the “.cg” Internet domain name.

22 13. ICANN is a California corporation with its principal place of business
23 within this County, at 4676 Admiralty Way, Suite 330, Marina del Rey, California, 90292-6601.

24 14. The Internet Assigned Numbers Authority (“IANA”) is a California
25 corporation with its principal place of business within this County, at 4676 Admiralty Way, Suite
26 330, Marina del Rey, California, 90292-6601. On information and belief, although IANA
27 formerly held a corporate existence separate from ICANN, IANA is now part of ICANN and has
28

1 no separate corporate existence. For simplicity, in this Complaint Plaintiff shall use "ICANN" to
2 mean "ICANN as well as, to the extent that it holds a separate corporate existence, IANA."

3 15. This is a creditor's suit under C. Civ. P. § 708.210. This Court has
4 jurisdiction over this action.

5 16. This Court is the proper venue for this action because the property at issue,
6 the Congo's ".cg" domain name, is possessed and controlled by ICANN, which is located in
7 Marina Del Rey.

8 17. The Congo's ".cg" domain name is subject to execution under section
9 1610(a) of the Foreign Sovereign Immunities Act ("FSIA"), 28 U.S.C. § 1610(a), because (1) the
10 Congo has expressly waived all rights to sovereign immunity, and (2) the ".cg" name is located
11 in the United States and is used for commercial activity in the United States, including the lease
12 to numerous United States entities for profit of the right to subdomain names utilizing the ".cg"
13 name.

14 **III. THE CONGO'S UNDISPUTED DEBT TO PLAINTIFF**

15 18. As noted above, on November 17, 1982, Plaintiff and the Congo executed
16 a contract under which C. Itoh would provide construction machinery and vehicles to the Congo,
17 in exchange for payments totaling 1,180,000,000 Japanese Yen. As noted above, this Contract is
18 attached as Exhibit 1.

19 19. In the Contract, the Congo explicitly waived all claims of immunity in any
20 legal proceeding, including enforcement of any judgment and seizure or attachment of assets of
21 any nature.

22 20. Plaintiff fulfilled its obligations under the Contract.

23 21. The Congo defaulted on its payment obligations to Plaintiff.

24 22. Pursuant to the Contract's arbitration clause, Plaintiff commenced an ICC
25 arbitration against the Congo in Paris, France.

26 23. On July 31, 1990, the arbitrator entered an arbitration award ("the
27 Award") against the Congo. The Award required the Congo to pay Plaintiff damages specified
28 in four separate amounts: 827,475,500 Japanese Yen; 233,203,713 Japanese Yen; 150,000

1 French Francs; and \$66,000. The Award also provided that interest on those amounts would
2 accrue at the French legal rate. A copy of the Award is attached as Exhibit 2.

3 **IV. PLAINTIFF'S COLLECTION EFFORTS AGAINST THE CONGO**

4 **A. In General**

5 24. For more than fifteen years, Plaintiff has sought unsuccessfully, through
6 settlement discussions and litigation, to collect on the Award.

7 25. On September 12, 1996, Plaintiff obtained a French judgment enforcing
8 the Award ("the French Judgment"). A copy of the French Judgment is attached as Exhibit 3.
9 The Court of Appeals of Paris upheld this judgment in an order dated September 16, 1999. A
10 copy of the Court of Appeals judgment is attached as Exhibit 4.

11 26. Following entry of the French Judgment, Plaintiff spent additional time
12 negotiating with the Congo and seeking to collect on the French Judgment and the Award.
13 Despite apparent agreements on principle with Congo representatives, however, these
14 negotiations ultimately proved fruitless.

15 27. On March 15, 2004, Plaintiff registered the French Judgment with the
16 District Court of Oklahoma, and on June 15, 2004, the Oklahoma court issued an Amended
17 Judgment expressly adopting the French Judgment as a judgment of the Oklahoma court (the
18 "Oklahoma Judgment"). The Oklahoma Judgment found, among other things, that attachment
19 and execution are now permitted against the Congo under section 1610(c) of the FSIA, as a
20 reasonable period of time has elapsed without payment by the Congo. A copy of the Oklahoma
21 Judgment is attached as Exhibit 5. Reflecting interest on the Award from the date of the French
22 Judgment to June 15, 2004, the Oklahoma Judgment was for 1,799,482,665.39 Japanese Yen;
23 507,140,607.97 Japanese Yen; 326,201 French Francs; and \$108,429.55.

24 28. Plaintiff has registered the Oklahoma Judgment in various other states of
25 the United States, including New York, Delaware, Texas and California.

26 **B. In California**

27 29. On April 15, 2005, Plaintiff registered the Oklahoma Judgment with this
28 Court. On April 19, 2005, this Court issued its judgment against the Congo ("the California

1 Judgment"). A copy of this Court's judgment is attached as Exhibit 6. Reflecting interest on the
2 Oklahoma Judgment since its issuance, the California Judgment was for 1,910,625,996.39
3 Japanese Yen; 538,463,664.06 Japanese Yen; 346,348.55 French Francs; and \$115,126.60.
4 Interest on the California Judgment continues to accrue at California's statutory rate pursuant to
5 C. Civ. P. § 1710.25 and C. Civ. P. § 685.010(a).

6 30. On April 20, 2005, Plaintiff obtained a Writ of Execution to enforce the
7 California Judgment within the County of Los Angeles. A copy of this Writ is attached as
8 Exhibit 7.

9 31. Plaintiff seeks by this Creditor's Suit to execute upon the Congo's ".cg"
10 Internet domain name to satisfy the California Judgment. Proof of service upon the Congo of the
11 Application for Entry of Judgment on Sister-State Judgment, filed April 15, 2005; the Notice of
12 Entry of Judgment on Sister State Judgment, filed April 19, 2005; the Notice of Lodging of Non-
13 California Authorities, dated April 15, 2005; the California Judgment and the Writ of Execution,
14 issued April 20, 2005, is attached as Exhibit 8.

15 32. On April 26, 2005, Plaintiff instructed the Los Angeles County Sheriff's
16 Department to serve the Writ of Execution, with an accompanying Notice of Levy, on ICANN
17 and IANA. Plaintiff instructed the Sheriff to levy upon "all property in which the judgment
18 debtors (or their alter ego, the Societe Nationale des Petroles du Congo) have any interest,
19 including without limitation the Internet domain name .cg." A copy of Plaintiff's instructions to
20 the Sheriff is attached as Exhibit 9.

21 33. On May 25, 2005, the Sheriff served the Notice of Levy and Writ of
22 Execution on ICANN and IANA. A copy of the papers served by the Sheriff is attached as
23 Exhibit 10.

24 34. ICANN refused to comply with the levy. On June 3, 2005, it returned to
25 the Sheriff two substantially identical Memoranda of Garnishee. Copies of these memoranda are
26 attached as Exhibit 11.

27
28

1 **C. The Congo's Dishonest Behavior Towards Creditors**
2 **and Courts, and Plaintiff's Need for Relief**

3 35. As the United States District Court for the Southern District of New York
4 noted in *Kensington Int'l Ltd. v. Republic of Congo*, No. 03-4578, 2005 U.S. Dist. LEXIS 4331
5 at *4 (S.D.N.Y. March 21, 2005), "the Congo is a oil-rich nation with more than sufficient
6 assets to pay its debts but one of the world's most notorious debtors." Rather than use its
7 immense natural resources to pay its creditors or to benefit its people, the Congolese government
8 instead loots them to enrich corrupt officials and their colleagues. As noted in the November 25,
9 2005 *Boston Globe* article by John Donnelly entitled "In Oil-Rich Nation, Charges of
10 Skimming," these officials have stolen up to one-third of the country's massive oil revenues.

11 36. The Congo is not only a notorious debtor; it is also a notoriously dishonest
12 litigant. In the past two years alone:

13 a. A British court has concluded that the Congo and its agents
14 fabricated documents to evade the court's orders, "deliberately sought to conceal documents,"
15 and lied in statements to the court. *Kensington Int'l Ltd. v. Republic of Congo*, [2005] EWHC
16 2684 (Comm.), 2005 WL 3199335 at ¶22 (Q.B. November 28, 2005). The Congo and its agents
17 did so, the court found, in support of an underlying scheme "to channel oil and funds from and to
18 the Congo without attachment by creditors." The court ruled the Congo had acted "without
19 regard for business propriety or honesty."

20 b. Another British court has concluded that the Congo engaged in a
21 fraudulent transfer to a sham subsidiary for no "sensible purpose" other than to put assets beyond
22 the reach of Congo creditors "in order to meet the aspirations outlined in the Cleary Gottlieb
23 Memorandum; namely to avoid paying Congo's creditors." *Walker Int'l Holdings Ltd. v.*
24 *Republique Populaire du Congo*, [2005] EWHC 2813 (Comm.), 2005 WL 346380 at ¶126 (Q.B.
25 December 6, 2005). The Court concluded its opinion with an Addendum containing the
26 following warning to the Congo and its counsel:

27 Since writing my judgment and sending it to the parties for
28 correction, I have had the chance to read the judgment of Cooke J
 in the matter of Kensington International Limited v Republic of

1 Congo In his judgment, as in mine, Cooke J. concluded that
2 Congo had: (a) put forward dishonest oral evidence; (b) failed to
3 disclose relevant documents; (c) relied on documents which did
4 not evidence the true situation and were backdated. These are
5 serious matters. Witnesses who deliberately lie in court may be
6 prosecuted for perjury. The creation of false and misleading
7 documents for use in court may expose those who participate in it
8 to prosecution for forgery. Deliberately trying to mislead the court
9 may also involve proceedings for contempt of court. I simply
10 express the hope that those who advise Congo/SNPC will take note
11 of this for the future.

12 c. In *Kensington Int'l Ltd. v. Republic of Congo*, No. 03-4578,
13 Docket No. 59 (S.D.N.Y. March 30, 2005), the United States District Court for the Southern
14 District of New York sanctioned the Congo for flagrantly violating its discovery orders.

15 d. In *Af-Cap, Inc. v. The Republic of Congo*, No. 01 321, Docket No.
16 159 (W.D. Tex. July 1, 2005), the United States District Court for the Western District of Texas
17 held the Congo in contempt for refusing to comply with a turnover order, and imposed a fine of
18 \$10,000 a day on the Congo until it complies. To date, the Congo still has neither complied with
19 the turnover order nor paid the fine.

20 e. In *FG Hemisphere Assocs., LLC v. Republique du Congo*, No. 02-
21 4261, 2006 WL 870486 (S.D. Tex. April 5, 2006), the United States District Court for the
22 Southern District of Texas found that the Congo had colluded with oil companies operating in
23 the Congo to shield assets from judgment creditors, including Plaintiff. The same court, in *FG*
24 *Hemisphere Assocs., LLC v. Republique du Congo*, No. 02-4261, 2006 WL 1949577 (S.D. Tex.
25 August 12, 2005), issued a preliminary injunction to stop an attempted fraudulent conveyance
26 by oil company garnishees designed to defeat the rights of U.S. creditors.

27 f. As reported by Charlotte Cansin in an April 20, 2006 article in *The*
28 *Financial Times* entitled "Court in Paris rules against Brazzaville," the Congo's Prime Minister
Isidore Mvouba admitted in January that the Congo had been purposefully "hiding" assets using
"sometimes rather unorthodox mechanisms" to escape its obligations to creditors.

37. The Congo's systemic, worldwide effort to shield its assets from creditors,
"without regard for business propriety or honesty" (*Kensington Int'l Ltd.*, [2005] EWHC 2684

1 (Comm.), 2005 WL 3199335 at ¶170), has to date been successful. Indeed, Plaintiff has pursued
2 collection of its Award and numerous court judgments for more than fifteen years without relief.

3 38. The Congo has characterized its U.S. creditors, other than Plaintiff, as
4 “vulture funds” that do not deserve to be paid because they acquired the debt on the secondary
5 market for pennies on the dollar. Plaintiff, however, is an original creditor and participant in the
6 transaction giving rise to the debt. It provided full consideration for the debt it seeks to collect.
7 Nevertheless, the Congo refuses to pay Plaintiff. The Congo’s “.cg” Internet domain name,
8 which has been and is being used for commercial activity in the United States and can readily be
9 transferred to Plaintiff by ICANN, may be the only asset available to satisfy Plaintiff’s Award
10 and judgment.

11 **V. ICANN HAS POSSESSION AND CONTROL OF “.CG”**

12 39. Each computer on the Internet has a unique address, which allows it to be
13 found by other computers on the Internet. Under the current Internet routing system, each
14 unique address can be expressed as four numbers from 0 to 255, such as “153.43.255.56.” This
15 address is called an “IP Number.”

16 40. Although IP Numbers are necessary for computers on the Internet to
17 communicate with one another, they are difficult for human beings to remember. Furthermore,
18 because an IP Number depends on a particular computer’s Internet service provider, physical
19 location, and other factors, an Internet-connected computer such as a Web site may need to
20 change its IP Number quite often. For these and other reasons, IP Numbers are not a useful
21 method of establishing a permanent Internet address that people can remember and use.

22 41. The Domain Name System, or DNS, provides addresses that are far easier
23 for people to remember, and that can be adjusted to changing IP Numbers by a domain owner
24 without affecting end users. A domain name, such as “www.lasuperiorcourt.org,” will remain
25 constant even if the corresponding IP Number (currently “153.43.255.56”) changes.

26 42. To find a computer’s IP Number using the Domain Name System, a
27 querying computer traverses each level of the domain name. Thus, for example, when a user
28 types “www.lasuperiorcourt.org” into his or her Web browser, the following occurs:

1 a. The user's computer (or another computer acting on its behalf) first
2 queries the twelve "root servers," which stand at the "root" of all DNS queries. The root servers
3 are hard-coded into the DNS using IP Numbers, not domain names. The root servers tell the
4 user's computer where to find the computers governing the ".org" domain.

5 b. The user's computer next queries the computers governing the
6 ".org" domain. These computers tell the user's computer where to find the computers governing
7 the ".lasuperiorcourt.org" domain.

8 c. The user's computer next queries the computers governing the
9 ".lasuperiorcourt.org" domain. These computers tell the user's computer where to find the
10 individual computer with the domain name "www.lasuperiorcourt.org."

11 43. Although the most common example of a Domain Name System query
12 involves three levels, the DNS can involve various levels of domains. Thus, for example,
13 "www.ci.la.ca.us" has five levels, "www.cs.ucla.edu" has four levels, "maps.google.com" has
14 three levels, and "icann.org" has two levels; accessing each of these domain names reaches the
15 City of Los Angeles, the Computer Science Department at UCLA, Google Maps, and ICANN.

16 44. Each level of a domain name can be owned by a different entity. For
17 example, "www.la.ca.us" is owned by a private individual, but "www.ci.la.ca.us" is owned by
18 the City of Los Angeles, and "www.co.la.ca.us" is owned by the County of Los Angeles.

19 45. Each level of a domain name is administered by one or more registrars.
20 For example, while there is only one registrar of the ".tv" domain, there are many competing
21 registrars for the ".com" domain. Whether there is one registrar or many, each level of a domain
22 name can have only one set of corresponding domain names; otherwise, users seeking
23 "www.lasuperiorcourt.org" might not always reach this Court.

24 46. Domain names, including country domain names, are valuable property.
25 As noted earlier in this Complaint, on information and belief, the country of Tuvalu has leased
26 the right to its ".tv" domain name for more than \$50 million dollars; the country of Laos has sold
27 the rights to its ".la" name for a similarly large sum; the Democratic Republic of the Congo
28 (formerly Zaire) has changed its domain name to ".cd" to make it more marketable and

1 profitable; loans.com has sold for \$3 million; business.com has sold for \$7.5 million; and
2 sex.com has sold for \$12 million.

3 47. Domain names are owned by their individual owners, but are in the
4 possession of the registrar that controls them.

5 48. ICANN is the registrar for the "top level" of domains, such as ".com,"
6 ".org," ".tv," and ".cg", and controls the answers given by the "root servers" to the initial query
7 described above in ¶ 41. The country domain name ".cg" is therefore located for execution
8 purposes at ICANN's headquarters in Marina Del Rey.

9 49. The ability of ICANN, as the registrar of country domain names, to
10 control their transfer is demonstrated by, among other things, ICANN's recent transfer of (i)
11 Iraq's country domain name to the delegee of Iraq's new government, and (ii) Afghanistan's
12 country domain name to the delegee of Afghanistan's new government.

13 **VI. THE CONGO OWNS ".CG"**

14 50. ICANN recognizes that country domains, like ".cg," are owned by the
15 countries to which they correspond.

16 51. ICANN allows each country to designate administrative contacts,
17 sponsoring organizations, technical contacts, and subdomain registrars. ICANN honors requests
18 by owner countries to remove or change administrative contacts, sponsoring organizations,
19 technical contacts, and subdomain registrars for country domains. See Principles for the
20 Delegation and Administration of Country Code Top Level Domains §§ 7.1, 7.4 (attached as
21 Exhibit 12). These administrative contacts, sponsoring organizations, technical contacts, and
22 subdomain registrars serve as the country's agents for all matters related to the country domain,
23 including dealing with ICANN, leasing subdomains, and collecting and administering the
24 revenue generated by subdomain leases.

25 52. ICANN identifies the administrative contact for the ".cg" domain as
26 "Monsieur Akouala." See <http://www.iana.org/root-whois/cg.htm> (last visited June 22, 2006)
27 (attached as Exhibit 13). On information and belief, "Monsieur Akouala" is Alain Akouala, the
28 Minister of Communications of the Congolese government.

1 53. ICANN identifies the “sponsoring organizations” of the “.cg” domain as
2 “ONPT Congo” and “Interpoint Switzerland.” See Exhibit 13.

3 54. On information and belief, “ONPT Congo” refers to the Congo’s national
4 telecommunications company, which was formerly known as Office National des Postes et
5 Télécommunications (ONPT), and is now known as Société de Télécommunications du Congo
6 (SoTelCo). The United States State Department identifies SoTelCo as being a “state-run”
7 company. See United States Department of State, Bureau of Democracy, Human Rights, and
8 Labor, 2003 Country Reports on Human Rights Practices: Congo, Republic of, § 6(b), released
9 February 25, 2004 (attached as Exhibit 14). Thus, SoTelCo is not just the Congo’s agent, but the
10 Congo itself.

11 55. On information and belief, “Interpoint Switzerland” refers to Interpoint
12 SARL (“Interpoint”). A “SARL” is a Swiss corporate form, analogous to an LLC in the United
13 States. On information and belief, the Congo appointed Interpoint as its agent to lease
14 subdomains within “.cg”, to collect from such subdomain lessees revenue for the Congo’s
15 account, and to serve as the Congo’s technical contact with ICANN.

16 **COUNT 1: CREDITOR’S SUIT**

17 56. Plaintiff repeats and re-alleges each of the foregoing paragraphs as if set
18 forth fully herein.

19 57. The “.cg” country domain name is the property of the Congo, and is in
20 ICANN’s possession.

21 58. The “.cg” country domain name is located in, and used for commercial
22 activity in, the United States.

23 59. The Congo has explicitly waived all sovereign immunity rights.

24 60. Despite Plaintiff’s duly levied Writ of Execution, ICANN has refused to
25 turn over to Plaintiff control of the “.cg” country domain name.

26 61. Plaintiff is entitled to entry of an order directing Defendants to turn over
27 the “.cg” country domain name and any other property in its possession belonging to the Congo,
28 or in which the Congo has an interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court:

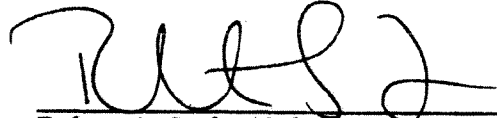
A. Order ICANN to turn over to Plaintiff possession of, and control over, the “.cg” country domain name;

B. Order, under C. Civ. P. § 701.020(c), that ICANN pay Plaintiff’s costs and reasonable attorney’s fees; and

C. Provide such other and further relief the Court deems just and proper.

Dated: June 28, 2006

Respectfully submitted,



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