

# EXHIBIT H



## 1 APPEARANCES (CONTINUED):

2  
3 For Sherwood Finance: LAW OFFICES OF MORRISON AND  
4 FOERSTER  
5 BY: LARRY ENGEL, ESQ.  
6 -and-  
7 VINCE NOVAK, ESQ.  
8 425 Market Street  
9 San Francisco, California 94105

10  
11 For Google, Inc.: BIALSON, BERGEN AND SCHWAB  
12 BY: PATRICK M. COSTELLO, ESQ.  
13 2600 El Camino Real #300  
14 Palo Alto, California 94306

15  
16 For IAC Search & Media: QUINN, EMANUEL, URQUHART, OLIVER  
17 AND HEDGES  
18 BY: JOSH SOHN, ESQ.  
19 -and-  
20 SCOTT C. SHELLEY, ESQ.  
21 (Appearing Telephonically)  
22 50 California Street, 22<sup>nd</sup> Floor  
23 San Francisco, California 94111

24  
25 For Software Rights: SCHNADER, HARRISON, SEGAL AND  
LEWIS  
BY: GREGORY C. NUTI, ESQ.  
-and-  
LEE KAPLAN, ESQ.  
(Appearing Telephonically)  
One Montgomery Street, #2200  
San Francisco, California 94104

For the U.S. Trustee: OFFICE OF THE U.S. TRUSTEE  
BY: JOHN WESOLOWSKI, ESQ.  
280 South First Street  
San Jose, California 95113

1 APPEARANCES (CONTINUED):

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4 Court Recorder: NORMA ORTIZ  
5 UNITED STATES BANKRUPTCY COURT  
6 280 South First Street  
7 San Jose, California 95113

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1 do and which they joined in Sherwood's motion here, seems  
2 to me to be slightly unbelievable. There's good lawyers  
3 on all sides, and I find it hard to believe which court  
4 decides the issue will change the decision.

5 THE COURT: Okay.

6 MR. KAPLAN: Your Honor, this is Lee Kaplan. In  
7 addition, Morrison and Foerster represent both Yahoo and  
8 Sherwood and has disclosed, you know, quite appropriately,  
9 they've got an alliance, and it really begs belief that  
10 they're not equipped to handle this matter in the Eastern  
11 District of Texas, which they've undertaken to do, and, you  
12 know, Mr. Ait has been deposed at length, and I don't  
13 think -- in fact, I'm almost certain, Mr. Ait was not  
14 instructed not to answer any questions about any facts. He  
15 basically said we sold this in 1998. I have no dog in this  
16 hunt. This is just a big pain in the neck for me. I  
17 executed later what's essentially a quitclaim deed, because  
18 I felt that as the person who was the CEO of these  
19 companies, I had a legal and moral duty to confirm what  
20 happened, which is, we sold this to Daniel Egger for  
21 \$100,000. He bought it.

22 And for me to say anything different would be  
23 doing violence to the truth. And the idea that somehow  
24 there is a villain, who for no compensation, is somehow in  
25 bed with bad people who are suing in the Eastern District

1 of Texas is nonsense. Mr. Ait has an uncashed check, I  
2 think for \$1,000, which might be used to pay Site  
3 Technologies' debts in trying to dissolve the company  
4 because apparently there's some unpaid Franchise taxes, or  
5 any unpaid fees for a locker in which the documents were  
6 once kept.

7           And with the exception of a very few privileged  
8 items, most of which relate to patent files, lawyers from  
9 Morrison and Foerster, Fish and Richardson, and the Quinn  
10 Emanuel firm went through 55 boxes of documents. And, you  
11 know, these are complaints -- these complaints about  
12 discovery, if they were valid, would be made in the Eastern  
13 District of Texas. They haven't been made, and in none of  
14 the briefing have they complained that they didn't have an  
15 opportunity to learn everything they needed to know,  
16 including deposing Mr. Ait about everything they now say he  
17 did that was improper.

18           THE COURT: Okay. The other question I have is,  
19 what is the status of the action filed here in the Northern  
20 District?

21           MR. ENGEL: The SRA folks just filed their motion  
22 to dismiss, and so -- and to transfer to Texas. So that's  
23 also in the early stages.

24           THE COURT: Okay. And do we --

25           MR. KAPLAN: Your Honor, this is Lee Kaplan.

1 Actually, that motion was filed I believe in November, and  
2 the parties have agreed to some scheduling in that court.  
3 In fact, it was filed November 10<sup>th</sup>. We've agreed to some  
4 scheduling in that court and some briefing. As for things  
5 that relate to discovery, while that motion to dismiss or  
6 transfer is pending, we basically agreed that all the  
7 deadlines in the Northern District of California case with  
8 Judge White, will follow the deadlines in the Eastern  
9 District of Texas by I think 45 days, roughly.

10 THE COURT: When is the hearing to be heard by  
11 Judge White?

12 MR. KAPLAN: I think that we had talked about a  
13 January 23<sup>rd</sup> date, but there's been some discussion with the  
14 defendants about whether both sides will agree to postpone  
15 that to some extent, and we've indicated that we'll work  
16 with them on scheduling. They may want to try to get  
17 additional discovery. They've sent some requests for  
18 documents because Egger and Software Rights Archives both  
19 claim that there is no personal jurisdiction over either of  
20 them in California, either general or specific.

21 THE COURT: Okay.

22 MR. KAPLAN: So that does not have a decision  
23 date -- a hearing date -- or it has one, but I think that  
24 we're going to work on agreeing to move that and we're  
25 going to try to confer about that this week or next.

1           THE COURT: I'm not saying that I may not take  
2 this, but at this juncture, I'm not inclined to do so until  
3 I have more before me. So what I want to do is put this  
4 over to a date in April, and I was going to suggest -- I  
5 can put this back on for April 8<sup>th</sup> at 10:30.

6           MR. KAPLAN: Fine, Your Honor, although my  
7 childhood best friend's son's bar mitzah is the week of  
8 April 17<sup>th</sup>. Any way I can extend that short vacation and  
9 come to visit you the 15<sup>th</sup> or 16<sup>th</sup> of April?

10          THE COURT: I have no objection, because I don't  
11 think it's going to make a difference. So if I make it the  
12 15<sup>th</sup>, April 15<sup>th</sup>, Mr. Engel, are you okay with that?

13          All right. Mr. Engel has no problem with that.  
14 The Court will put this over for further status conference  
15 on April 15<sup>th</sup> at 10:30. Any further papers the parties wish  
16 to file -- again, Mr. Engel has had an ample opportunity --  
17 he's put a lot before the Court. The Court has read,  
18 reread and reread it again, and would entertain any other  
19 documents.

20          Also I will raise the issue that if there is some  
21 problem with regards to Plan beneficiaries, specifically  
22 Mr. Engel's client not getting access to information  
23 through the discovery process in the District Court, that  
24 might impact how I deal with this. Hopefully that will not  
25 be a problem. They can be included in any type of

1 confidentiality agreements so that they can look at this  
2 and use that information, if appropriate, in this action.  
3 But I just put that out for the parties to consider.

4 Mr. Engel, anything else?

5 MR. ENGEL: May we otherwise proceed in the  
6 bankruptcy case or are you --

7 THE COURT: I think at this point it might be --  
8 it's premature. We may get a ruling in Texas that says  
9 right off the bat, look, they clearly had title pre-  
10 petition. It's an appropriate transfer. End of subject.  
11 On the other hand, the court may say, you know what, I've  
12 got these other issues; I've got these concerns about the  
13 bankruptcy. I think if the court looked at what you filed  
14 before this Court, anybody who has any bankruptcy  
15 experience is going to raise -- you know, there's going to  
16 be some issues that are raised.

17 MR. ENGEL: I'm not sure it has gotten that --

18 THE COURT: I don't know. From what you're  
19 telling me, it probably hasn't.

20 MR. ENGEL: No.

21 THE COURT: But as far as proceeding here, I think  
22 it would be premature to deal with whether -- who is  
23 appointed, whether it's another responsible individual,  
24 when you can even put a trustee in play. I mean another  
25 issue I have for you, Mr. Engel, is this issue that you put

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CERTIFICATE OF TRANSCRIBER

I certify that the foregoing is a correct transcript from the digital sound recording of the proceedings in the above-entitled matter.

DATED: January 8, 2009

By:           /s/ Jo McCall