

# EXHIBIT A

UNITED STATES DISTRICT CIRCUIT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 05-80387 CIV RYSKAMP/VITUNIC

STEVEN A. SILVERS, an individual,  
Plaintiff,

v.

GOOGLE INC., a Delaware corporation,  
Defendant.

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GOOGLE INC., a Delaware corporation,  
Counterclaimant,

v.

STEVEN A. SILVERS, an individual;  
STELOR PRODUCTIONS, INC., a Delaware  
Corporation; STELOR PRODUCTIONS, LLC, a  
Delaware limited liability company,  
Counterdefendants.

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DEPOSITION OF STEVEN SILVERS  
VOLUME I

Tuesday, October 10, 2006  
1:00 p.m. - 8:00 p.m.  
2699 South Bayshore Drive  
Miami, Florida 33133

Reported By:

Thomas R. Neumann

Notary Public, State of Florida

Network Reporting Corporation

Phone: 888.358.8188

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<p>1 APPEARANCES:                  2 On behalf of the Plaintiff:                  3 ROBERT H. COOPER, ESQUIRE                  ROBERT H. COOPER, P.A.                  4 2999 N.E. 191 Street                  Suite 704                  5 Aventura, Florida 33180                  6                  On behalf of the defendant Google:                  7                  JOHANNA CALABRIA, ESQUIRE (By telephone.)                  8 PERKINS COIE LLP                  Suite 2400                  9 Four Embarcadero Center                  San Francisco, California 94111                  10                  On behalf of defendant Stelor:                  11 KEVIN C. KAPLAN, ESQUIRE                  BURLINGTON, SCHWIEP, KAPLAN &amp; BLONSKY, P.A.                  12 2699 South Bayshore Drive                  Penthouse                  13 Miami, Florida 33133                  14                  15                  16 ALSO PRESENT: STEVEN ESRIG                  17                  18                  19                  20                  21                  22                  23                  24                  25</p>	<p>1 PROCEEDINGS                  2 ---                  3 Deposition taken before Thomas R. Neumann,                  4 Registered Reporter and Notary Public in and for the                  5 State of Florida at Large, in the above cause.                  6 ---                  7 VIDEO OPERATOR: This is the videotape                  8 deposition of Steven Silvers taken in the                  9 matter of Steven S. Silvers versus Google, Inc.                  10 This deposition is being held at 2699 South                  11 Bayshore Drive, Miami, Florida. Today's date                  12 is October 10, 2006. The time is 1:16 p.m.                  13 The court reporter's name is Tom Neumann with                  14 the firm of Network Reporting. The                  15 videographer is David Zeber with the firm of                  16 Action Video. Will counsel now please                  17 introduce themselves.                  18 MR. KAPLAN: I'm Kevin Kaplan for the                  19 crossplaintiff, Stelor Productions, LLC.                  20 MR. COOPER: Robert Cooper, I'm making a                  21 limited appearance for the purpose of this                  22 deposition on behalf of Steven Silvers.                  23 MS. CALABRIA: Johanna Calabria for                  24 Google, Inc.                  25 MR. KAPLAN: Also with me is Steven Esrig</p>
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<p>1                  2                  3 INDEX                  4 DIRECT CROSS                  WITNESS                  5 STEVEN SILVERS                  By Mr. Kaplan                  6                  7                  8 EXHIBITS                  9 NUMBER PAGE NUMBER PAGE                  10 102 24 110 169                  11 103 41 111 203                  104 138 112 223                  11 105 147 113 230                  106 154 117 241                  12 107 154 114 243                  108 155 116 256                  13 109 166 115 257                  117 262                  14                  15                  16                  17                  18                  19                  20                  21                  22                  23                  24                  25</p>	<p>1 representative of Stelor.                  2 Thereupon,                  3 (STEVEN SILVERS)                  4 Having been first duly sworn or affirmed, was                  5 examined and testified as follows:                  6 DIRECT EXAMINATION                  7 MR. KAPLAN: Before we get going, I don't                  8 mean to quibble with you today, Robert, I'm                  9 actually glad you are here, but I just want to                  10 make sure you know we don't -- we are not                  11 agreeing that your appearance is limited. Our                  12 view is that you are appearing as counsel in                  13 the case for Mr. Silvers and whatever the                  14 consequences of that are they are.                  15 MR. COOPER: I understand your position.                  16 BY MR. KAPLAN:                  17 Q Mr. Silvers, you understand that you are                  18 under oath today, correct?                  19 A Yes.                  20 Q What does it mean to you to be under oath?                  21 A Testify truthfully to the best that I may                  22 be aware of.                  23 Q You have been deposed before; is that                  24 correct?                  25 A Yes.</p>

(Pages 2 to 5)

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1 Q In fact, you were deposed once before in  
 2 this case by Ms. Calabria, Google's lawyer who is on  
 3 the phone with us today, right?  
 4 A Yes.  
 5 Q You have been deposed before in other  
 6 cases as well?  
 7 A I believe so.  
 8 Q About how many times have you been  
 9 deposed?  
 10 A I can't recall, maybe one or two other  
 11 times.  
 12 Q Couple of times, less than five?  
 13 A Yes.  
 14 Q Have you been a party to other lawsuits  
 15 other than the lawsuits you've had with Stelor  
 16 Productions?  
 17 A Not that I can recall.  
 18 Q You have never been sued yourself?  
 19 A I don't believe so.  
 20 Q Have you ever testified as a witness in  
 21 any lawsuit involving anybody other than yourself?  
 22 A I don't recall.  
 23 Q What does it mean to you, Mr. Silvers,  
 24 when you sign your name on a document, like a  
 25 contract?

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1 MR. COOPER: Object to the form.  
 2 THE WITNESS: I'm acknowledging the  
 3 contents of the contract.  
 4 BY MR. KAPLAN:  
 5 Q When you say you are acknowledging, does  
 6 that mean that you are confirming the contents of  
 7 the contract are correct and you are in agreement  
 8 with them?  
 9 A I believe so.  
 10 Q Is it important to you when you sign a  
 11 document like a contract that the contents of it are  
 12 correct?  
 13 A Yes.  
 14 Q You understand when you sign a document  
 15 like a contract that means that you are going to  
 16 abide by the terms of the contract, right?  
 17 A So long as the other parties to the  
 18 contract abide by the contract as well.  
 19 Q Is it important to you as a matter of  
 20 principle that you stand by the promises that you  
 21 make?  
 22 A Yes.  
 23 Q Now, do you have any medical condition  
 24 that prevents you from testifying accurately here  
 25 today?

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1 A I don't believe so.  
 2 Q Are you taking any medication that you  
 3 believe prevents you from testifying accurately  
 4 today?  
 5 A No.  
 6 Q Do you have any conditions or are you  
 7 taking any medication that affects your memory or  
 8 recollection?  
 9 A No.  
 10 Q Now, you understand that I'm the lawyer  
 11 for Stelor Productions, right?  
 12 A Yes.  
 13 Q You understand I'm going to be asking you  
 14 questions today in connection primarily with the  
 15 claim that Stelor has brought against you in the  
 16 lawsuit that's pending here in Florida, correct?  
 17 A Yes.  
 18 Q And I know you have been through the rules  
 19 of the road before, but let me go over them again  
 20 just to make sure we are crystal clear we are on the  
 21 same page.  
 22 I'm going to be asking you questions out  
 23 loud and it's important for you to give your  
 24 answers out loud as well so the court reporter who  
 25 is sitting next to us can take them down. Do you

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1 understands that?  
 2 A Yes.  
 3 Q It's also important that you give verbal  
 4 answers like yes or nos as opposed to shakes of the  
 5 head or nods, do you understand that?  
 6 A Yes.  
 7 Q And also this is really important. I want  
 8 to make sure that when I ask you a question you  
 9 understand it before you answer it, is that  
 10 agreeable to you?  
 11 A Yes.  
 12 Q Because when you answer a question I'm  
 13 going to assume that you understand it, is that  
 14 fair?  
 15 A Yes.  
 16 Q If you don't understand it will you tell  
 17 me?  
 18 A Yes.  
 19 Q If you want to take a break at any time  
 20 too just let me know. I understand we have agreed  
 21 we can go late tonight; is that correct?  
 22 A I believe so.  
 23 Q Is there any time by which you need to be  
 24 done?  
 25 A No.

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1 MS. CALABRIA: What was the answer to  
 2 that?  
 3 THE WITNESS: No.  
 4 MS. CALABRIA: Okay, thanks.  
 5 BY MR. KAPLAN:  
 6 Q Now, you are represented by counsel here  
 7 today; is that correct?  
 8 A Yes.  
 9 Q Your counsel is Mr. Cooper, right?  
 10 A Yes.  
 11 Q When did you retain Mr. Cooper?  
 12 A Last evening.  
 13 Q Have you agreed to pay Mr. Cooper for his  
 14 time in connection with his representation of you in  
 15 this case?  
 16 MR. COOPER: I'm going to object to the  
 17 question and instruct him not to answer on the  
 18 basis of attorney-client privilege.  
 19 MR. KAPLAN: Just calls for a yes or no  
 20 answer. I don't think that's privileged.  
 21 MR. COOPER: I understand.  
 22 BY MR. KAPLAN:  
 23 Q Have you signed a written agreement with  
 24 Mr. Cooper?  
 25 A Yes.

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1 Q Have you paid any money to Mr. Cooper?  
 2 MR. COOPER: Again, don't answer that  
 3 question, attorney-client privilege objection.  
 4 BY MR. KAPLAN:  
 5 Q Do you have any ongoing payment  
 6 obligations to any other lawyers in connection with  
 7 this case?  
 8 MR. COOPER: Same objection,  
 9 attorney-client privilege. At this stage don't  
 10 answer that.  
 11 BY MR. KAPLAN:  
 12 Q Do you have any ongoing -- let me ask you  
 13 the question this way. Is the firm of Cozyak Tropin  
 14 & Throckmorton or any of the lawyers there still  
 15 representing you?  
 16 A No.  
 17 Q Do you owe that firm any money?  
 18 MR. COOPER: Again, attorney-client  
 19 privilege. At this point don't answer that.  
 20 BY MR. KAPLAN:  
 21 Q Did you enter into a fee or retainer  
 22 agreement with the firm of Cozyak Tropin at any time  
 23 in connection with this case?  
 24 A Yes.  
 25 Q And under that agreement were you required

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1 to pay them any money?  
 2 MR. COOPER: Same objection,  
 3 attorney-client privilege. Don't answer.  
 4 BY MR. KAPLAN:  
 5 Q Were you also represented in this case by  
 6 a lawyer named Adam Rabin?  
 7 A Yes.  
 8 Q Is Mr. Rabin still representing you?  
 9 A No.  
 10 Q Did you enter into a fee or retainer  
 11 agreement with Mr. Rabin?  
 12 A Yes.  
 13 Q Written agreement?  
 14 A Yes.  
 15 Q Did you pay Mr. Rabin any money?  
 16 MR. COOPER: Again, attorney-client  
 17 privilege, objection, don't answer.  
 18 BY MR. KAPLAN:  
 19 Q Do you owe Mr. Rabin any money?  
 20 MR. COOPER: Same objection, same  
 21 instructions.  
 22 BY MR. KAPLAN:  
 23 Q Were you represented at any time by any  
 24 lawyers in this case other than Cozyak Tropin,  
 25 Mr. Rabin and/or his firm and Mr. Cooper who is here

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1 today?  
 2 A Yes.  
 3 Q Who?  
 4 A I believe the law firm was Roy Black.  
 5 Q At what point in time were you represented  
 6 in connection with this case by Mr. Black or his  
 7 firm?  
 8 A I don't recall.  
 9 Q Did they ever formally appear, to your  
 10 knowledge, in this case?  
 11 A I believe so.  
 12 Q Are you still represented by them?  
 13 A No.  
 14 Q Did you sign a written fee or retainer  
 15 agreement with Mr. Black or his firm?  
 16 A I believe so.  
 17 Q Did you pay them any money?  
 18 MR. COOPER: Same objection,  
 19 attorney-client privilege, don't answer.  
 20 BY MR. KAPLAN:  
 21 Q Do you owe them any money?  
 22 MR. COOPER: Same objection. Don't  
 23 answer.  
 24 BY MR. KAPLAN:  
 25 Q Were you represented in connection with

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1 this case by a lawyer name Roy Stumpf, STUMPF?  
 2 A No. It's Larry Stumpf.  
 3 Q Larry Stumpf, thank you.  
 4 Were you represented by him?  
 5 A Yes.  
 6 Q In connection with this case?  
 7 A Yes, I believe so.  
 8 Q Was it the prior litigation with Stelor or  
 9 this case?  
 10 A I'm unclear. I believe it would be this  
 11 case.  
 12 Q Did you sign a written retainer agreement  
 13 with Mr. Stumpf or his firm?  
 14 A Yes.  
 15 Q Are you still represented by him?  
 16 A No.  
 17 Q Do you owe him or his firm any money?  
 18 MR. COOPER: Objection, attorney-client  
 19 privilege. Don't answer.  
 20 BY MR. KAPLAN:  
 21 Q Did you pay them any money?  
 22 MR. COOPER: Same objection, same  
 23 instructions.  
 24 BY MR. KAPLAN:  
 25 Q Were you represented in connection with

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1 this case by a lawyer named Jeff Robinson?  
 2 A The name rings a bell. I don't know if he  
 3 formally entered his appearance in this case. I'm  
 4 not sure on that.  
 5 Q In connection with what matters, just  
 6 generally, I'm not trying to find out any privilege.  
 7 A Stelor -- possibly the Stelor matter.  
 8 Q What aspect of the Stelor matter?  
 9 A The initial termination of Stelor  
 10 Productions.  
 11 Q That was in November of 2004 or January  
 12 2005?  
 13 A Sounds about right, but I'm not sure one  
 14 hundred percent.  
 15 Q What about Inger Garcia, did she ever  
 16 represent you?  
 17 A Yes.  
 18 Q In connection with what?  
 19 A Litigation involving Gantz.  
 20 Q Did she represent you with respect to any  
 21 other matters?  
 22 A Not that I can recall.  
 23 Q Have any other lawyers represented you at  
 24 any time with respect to any matter involving  
 25 Stelor?

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1 A Not that I believe.  
 2 Q Now, Mr. Silvers, what is your present  
 3 residential address?  
 4 A 2495 Sailfish Cove, COVE, Drive, West Palm  
 5 Beach, Florida, 33411.  
 6 Q Is that a house or an apartment?  
 7 A Home.  
 8 Q By home you mean house?  
 9 A Yes.  
 10 Q How long have you lived at that address?  
 11 A Since November 2003.  
 12 Q Do you have any other residential  
 13 addresses?  
 14 A Clarify residential addresses.  
 15 Q Are there any other apartments or houses  
 16 or condominiums or anything that you own?  
 17 A Yes.  
 18 Q What are those addresses, please?  
 19 A 1222 Imperial Lake Drive in West Palm  
 20 Beach, Florida. That's it.  
 21 Q Is that a house?  
 22 A Townhouse.  
 23 Q Townhouse. Do you live there?  
 24 A No.  
 25 Q Who lives there?

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1 A My son.  
 2 Q Are there any other residential properties  
 3 that you own?  
 4 A No.  
 5 Q Any other residential properties you are  
 6 in the process of buying?  
 7 A Yes.  
 8 Q What's that?  
 9 A I'm not sure of the address, but it would  
 10 be Emerald Dunes Villas in West Palm Beach, Florida.  
 11 Q Is that an apartment complex?  
 12 A Condo.  
 13 Q You are buying a condo in that complex?  
 14 A I'm not sure whether I'm going through  
 15 with the sale or not, it's pending.  
 16 Q You are a party to a pending purchase and  
 17 sale of a condo at that project?  
 18 A Yes.  
 19 Q Is there a contract, written purchase and  
 20 sale agreement?  
 21 A I believe -- yes.  
 22 Q Do you know who the seller is?  
 23 A No.  
 24 Q You individually are the purchaser?  
 25 A My son, I think, is on the contract.

(Pages 14 to 17)

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1 Q Do you have a lawyer representing you in  
2 that transaction?  
3 A No.  
4 Q Do you have a realtor working with you?  
5 A No.  
6 Q Anybody working with you or assisting you  
7 in that transaction?  
8 A No.  
9 Q Any other residential addresses other than  
10 what you've just described for me?  
11 A No.  
12 Q What is your current business address?  
13 A 8983 Okeechobee Boulevard, West Palm  
14 Beach, Florida, 33411.  
15 Q Is there an office or suite number there?  
16 A Suite 202.  
17 Q That's an office building?  
18 A No, it's a mail drop where I get all my  
19 mail.  
20 Q Is that address anything other than a mail  
21 drop?  
22 A It's a -- I believe it's called pack mail.  
23 It's a pack mail facility.  
24 Q Do you have any office of any type there?  
25 A No.

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1 Q Do you spend any time at that location  
2 other than to collect your mail?  
3 A I have been known to spend some time there  
4 with the owners from time to time but not conducting  
5 business of my own.  
6 Q Just visiting with the owners?  
7 A Yes.  
8 Q Who are the owners?  
9 A I don't recall their names. They sold the  
10 business.  
11 Q Do you have an office at your home?  
12 A I keep a portion of my home that I conduct  
13 my business at.  
14 Q Is it fair to say you have a home office?  
15 A Yes. I conduct my business affairs in one  
16 of the rooms of the house which could be construed  
17 as a home office.  
18 Q Do you keep files in that home office?  
19 A Yes.  
20 Q Do you keep files anywhere else at this  
21 time?  
22 A No.  
23 Q Do any of the lawyers who have represented  
24 you in connection with Stelor matters still have  
25 files of yours?

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1 A I don't believe so. I could be mistaken  
2 about that, but I don't believe so. Maybe attorney  
3 privileged documents, it could be work-product, but  
4 I don't believe so.  
5 Q Did any of those lawyers at one time have  
6 files of yours?  
7 A Yes.  
8 Q Were those files returned to you?  
9 A Some of them I believe were, yes.  
10 Q Were files returned to you by the lawyers  
11 at Cozyak Tropin?  
12 A Yes.  
13 Q When?  
14 A Several weeks ago.  
15 Q More than a month ago?  
16 A No, less than a month.  
17 Q Can you describe for me without divulging  
18 any attorney-client information what the general  
19 content of those files is?  
20 A My personal files I presented to them for  
21 their consideration to take the case.  
22 Q What was in your personal files?  
23 A All my copyrights, probably trademark  
24 papers, samples of my book, some of my plush toys,  
25 CD music, things of that nature.

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1 Q The files that you keep in your house, do  
2 they contain any other materials that you believe  
3 are relevant to this case?  
4 MR. COOPER: Could you repeat the  
5 question, please.  
6 (Thereupon, a portion of the record  
7 was read by the reporter.)  
8 THE WITNESS: I would say yes.  
9 BY MR. KAPLAN:  
10 Q Describe for me what's in the files you  
11 have at your house that you think are relevant to  
12 the case?  
13 A I have my contracts, I have the pleadings  
14 from what I was sent from the court or from my  
15 lawyers. That's basically what I can recall at this  
16 time.  
17 Q By the contracts you mean the license  
18 agreements and the other agreements with Stelor?  
19 A Composer agreement, settlement agreement,  
20 agreement from Aurora; the Aurora days.  
21 Q And then the pleadings from the court,  
22 correct?  
23 A Correct.  
24 Q The pleadings from the court in this case  
25 as well as in the prior lawsuit before Judge Hurley?

(Pages 18 to 21)

Page 22

1 A Yes.

2 Q Do you have any documents that you believe

3 are relevant to the case other than the contracts

4 and the pleadings from the court including the

5 exhibits that the pleadings have?

6 A I have probably notes that I have sent to

7 Mr. Esrig about breaches that I alleged he had

8 perfected during the course of our relationship.

9 I'm sure there is some other documents

10 pertinent to that effect, and at this time that's

11 basically all I can remember.

12 Q Please describe with more specificity what

13 you mean by some other documents?

14 A I could have some documents involving

15 copyrights from way back when I first started my

16 project in the '70s and '80s that were introduced

17 previously into evidence during some depositions by

18 my lawyers were involved with, and probably some

19 other files involving those aspects of the case.

20 But I don't know specifically what they are. I

21 haven't looked at them for a while.

22 Q Other than the contracts and the pleadings

23 from the court, including the exhibits attached to

24 those pleadings, what other documents do you intend

25 to introduce into evidence at the trial in December?

Page 23

1 A I couldn't give you that answer right now

2 without having had a chance to speak to my attorney

3 about that, and I would not be able to give you a

4 definitive answer about that at this time.

5 Q As you sit here today do you think there

6 are any other documents that you will use besides

7 the contracts and the pleadings from the court?

8 A I'm sure there will be.

9 Q And what do you think they are?

10 A Communications between me and Mr. Esrig

11 involving the breaches -- the alleged breaches.

12 Q What else?

13 A Probably some letters that were

14 disseminated to him by me. Letters my lawyer

15 disseminated to Stelor and Mr. Esrig on my behalf.

16 To the best of my knowledge at this time

17 what I can recall. There may be other items, I'm

18 sure, but like I said, I haven't looked in the

19 boxes in months.

20 Q Now, you or your lawyers provided a set of

21 initial disclosures under the rules in this case, do

22 you recall that?

23 A No.

24 Q Let me go ahead and show you what I'm

25 marking as Exhibit 102. As long as no one has any

Page 24

1 objection I would like to continue with the sequence

2 we have already set.

3 MR. COOPER: That's fine.

4 MR. KAPLAN: Johanna is, that agreeable to

5 you?

6 MS. CALABRIA: Yes, that's fine. Give me

7 just a minute to find the document that you

8 just introduced from my own file.

9 (Deposition Exhibit No. 102 was

10 marked for identification.)

11 BY MR. KAPLAN:

12 Q While she is looking, Mr. Silvers, go to

13 page 3 where it says, documents supporting claims.

14 MS. CALABRIA: Kevin, give me just a

15 minute, please?

16 THE WITNESS: Let me look at this, please.

17 MS. CALABRIA: Okay, I'm ready.

18 BY MR. KAPLAN:

19 Q First, Mr. Silvers, do you recall ever

20 having seen this document?

21 A No.

22 Q Did you see this document before it was

23 filed by your lawyers?

24 A I don't believe so.

25 Q Well, let's go through it then. Look at

Page 25

1 the first page. Let's start at the beginning.

2 A Okay.

3 Q There is a heading that says, "Individuals

4 likely to have discoverable information." Do you

5 see that?

6 A Okay.

7 Q Do you know what that means?

8 A Uh-huh.

9 Q What does that mean to you?

10 A Information that could be helpful in

11 making my case before the court, the jury or judge,

12 and information that's likely to prove my claims.

13 Q Alright. Now, you understand in broad

14 terms there is two disputes in this case, right?

15 MR. COOPER: I object to the form.

16 BY MR. KAPLAN:

17 Q Let me tell you what I mean.

18 MS. CALABRIA: I object to the form as

19 well.

20 BY MR. KAPLAN:

21 Q There is a set of claims that you have

22 brought against Google for trademark infringement,

23 right?

24 A I believe so.

25 Q And Stelor has also filed claims against



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1 Google for trademark infringement, right?  
 2 A I believe so.  
 3 Q And Google has filed counterclaims back  
 4 against you as well as Stelor, right?  
 5 A Yes.  
 6 Q Can we agree for purposes of today's  
 7 deposition to call those the Google infringement  
 8 claims?  
 9 A Okay.  
 10 Q And you know what we are talking about  
 11 when we use that term, is that clear to you?  
 12 A Sure.  
 13 Q Can we agree that that's one part of your  
 14 case that's pending before Judge Ryskamp?  
 15 A Okay.  
 16 Q In addition to that there is a set of  
 17 claims that Stelor has brought against you, correct?  
 18 A Yes.  
 19 Q Those claims are essentially to confirm  
 20 that your alleged termination of the license  
 21 agreement between you and Stelor is improper and  
 22 that agreement remains in effect, is that a fair  
 23 description as you understand those claims?  
 24 A Yes.  
 25 Q And can we refer to those as -- what shall

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1 we call them the crossclaims or contract claims?  
 2 A Okay.  
 3 Q And do you understand the contract claims  
 4 to be a second part of the case that's pending in  
 5 front of Judge Ryskamp?  
 6 A That's a fair statement.  
 7 Q Alright. Let's do this. Let's try to  
 8 make things easy, as easy as things can be for  
 9 purposes of today's deposition.  
 10 I want you to assume that all the  
 11 questions I'm asking you relate to the contract  
 12 claims, okay?  
 13 A Yes.  
 14 Q Alright. So answer all of the questions  
 15 with that assumption in mind, and if I want to ask  
 16 you about the infringement claims at any point in  
 17 time I'll make sure that I sort of highlight that,  
 18 okay?  
 19 A Fine.  
 20 Q So let's look through these initial  
 21 disclosures with respect to the contract claims.  
 22 There is a list here of 14 individuals  
 23 likely to have discoverable information, correct?  
 24 A That's what's on this document.  
 25 Q Just go through that list for you -- for

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1 me, and tell me which of those people are likely to  
 2 have discoverable information about the contract  
 3 claims.  
 4 A Of course myself, Mr. Esrig.  
 5 Mr. Jeffries, Mr. Maitland, possibly Mr. Farrington,  
 6 certainly many of the employees that are at Stelor  
 7 Productions, perhaps some employees of Aurora  
 8 Collection, and that's it from this list.  
 9 Q You said from this list. What do you mean  
 10 by that?  
 11 A I mean there may be other people that have  
 12 discoverable information that's not on this list.  
 13 Q Have you provided any other lists  
 14 disclosing who you think has discoverable  
 15 information?  
 16 A Not that I know of, not that I'm aware of.  
 17 Q Who else do you think is likely to have  
 18 discoverable information relating to the contract  
 19 claims?  
 20 A Possibly Elon Eisenberg, Paul Worsham.  
 21 Q Can you spell those names for us?  
 22 A ELON, EISENBERG, Eisenberg, Paul Worsham,  
 23 WORSHAM, Lindsay Miller, Michael Sagan, Biju Pandit,  
 24 BIJU, PANDIT, Dr. Pandit, PANDIT, Amy Warren --  
 25 sorry, these are people that may be under all

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1 employees of Stelor Productions. They may also be  
 2 former employees of Stelor Productions so there is  
 3 no need for me to give you a list of those people  
 4 right now. They would be encompassed on number 7,  
 5 all employees at Stelor Productions former as well  
 6 as current employees.  
 7 Q Anybody other than employees of Stelor  
 8 Productions?  
 9 A At this time I cannot recall other names.  
 10 There may be, but at this time as I sit here at this  
 11 deposition I can't recall.  
 12 Q Now, the list that you just gave me of  
 13 specific names, are any of them current employees of  
 14 Stelor Productions, to your knowledge?  
 15 A I would not have a clue about that. I  
 16 have no idea as to whether or not they are still  
 17 working for Stelor Productions or not, to be honest  
 18 with you.  
 19 Q Give me, if you would, the specific names  
 20 of the other people that you believe fall under the  
 21 category of employees of Stelor Productions covered  
 22 by your list?  
 23 A Mannell Nunez.  
 24 Q Spell that?  
 25 A MANNELL, Mannell Nunez, NUNEZ. Fred

(Pages 26 to 29)

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1 Hildabrand, Rebecca Gardner, Sachi --  
 2 Q Can you spell Gardner?  
 3 A GARDNER. Sachi Soog, SACHI, Soog, SOOG, I  
 4 believe. Kevin I don't believe -- I don't recall  
 5 his last name, it will come to me.  
 6 Q Not Kaplan?  
 7 A No. Kevin -- I have to remember the last  
 8 name is unknown at this time. Greg Lamford, Julie  
 9 Depue, Dean Depue.  
 10 Q DEPUE?  
 11 A Yes. I gave you Amy Warren, right?  
 12 Q Yes.  
 13 A There are several others that I just  
 14 can't -- there is only so much I can keep in my head  
 15 at this time. But there are several others that I'm  
 16 pretty certain have discoverable information.  
 17 Q That are employees of Stelor?  
 18 A Or employees or currently may be  
 19 employees. I'll need to refresh my memory after a  
 20 break and give you some additional names.  
 21 Q How will you refresh your memory?  
 22 A Taking the time to think about it more.  
 23 Q How did you get that list of names? On  
 24 what information did you rely?  
 25 A From different aspect of people I may have

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1 spoken to or people that I have heard Mr. Esrig  
 2 speak about at depositions that he spoke about back  
 3 in 2004, as well as the recent deposition that was  
 4 given by -- taken by Ms. Calabria and his deposition  
 5 and employees and former employees and people of  
 6 that nature.  
 7 Q What people have you spoken to to generate  
 8 that list?  
 9 A Biju Pandit, Michael Sagan, Mannel Nunez,  
 10 Sachi Soog, Kevin I forgot the last name,  
 11 Dr. Pandit, Elon Eisenberg, Paul Worsham. I'm sure  
 12 there is others.  
 13 Q During what general period of time did  
 14 those conversation take place?  
 15 A Past six months.  
 16 Q Let me go through the list. I want to ask  
 17 you some questions about each of the names you  
 18 identified. What's Mr. Eisenberg's address?  
 19 A I don't know.  
 20 Q Where does he live?  
 21 A In Fredrick, Maryland, I believe.  
 22 Q When were you first in contact with  
 23 Mr. Eisenberg?  
 24 A I knew Mr. Eisenberg probably two years  
 25 before I was introduced to Mr. Esrig. So I would

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1 say the year 2000 thereabouts.  
 2 Q How did you know him?  
 3 A We had music relationship at that time  
 4 where we basically were thinking about doing  
 5 something in the music business. It's never  
 6 culminated.  
 7 Q What relationship do you understand  
 8 Mr. Eisenberg to have had or to have with Stelor?  
 9 A I introduced Elon Eisenberg to Stelor  
 10 Productions, namely Steven Esrig, when Steven Esrig  
 11 had inquired about the music that was published by  
 12 Aurora Collections when Elon was working for Aurora  
 13 under a contract with Aurora to produce music.  
 14 That's it.  
 15 Q Was Mr. Eisenberg, to your knowledge, ever  
 16 an employee of Stelor?  
 17 A I wouldn't know that answer. I don't  
 18 believe so.  
 19 Q Did Mr. Eisenberg ever do any work for  
 20 Stelor?  
 21 A I believe so.  
 22 Q What?  
 23 A Produced some music.  
 24 Q What information do you believe  
 25 Mr. Eisenberg has related to the contract claims?

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1 A I think he can provide information about  
 2 some of his dealings with Mr. Esrig and Stelor  
 3 Productions and some of the possible breaches that I  
 4 endured during my relationship with Mr. Esrig and  
 5 Stelor Productions.  
 6 Q Specifically which breaches?  
 7 A The nonpayment of my royalties which  
 8 Mr. Eisenberg also shared a common scenario of him  
 9 not getting paid on timely basis from Stelor  
 10 Productions.  
 11 MR. KAPLAN: Johanna your typing is coming  
 12 through. Johanna. Johanna, are you there?  
 13 MS. CALABRIA: Yes.  
 14 MR. KAPLAN: Your typing is appearing on  
 15 our video record here.  
 16 MS. CALABRIA: My apologies. I thought I  
 17 muted you.  
 18 MR. KAPLAN: No problem.  
 19 BY MR. KAPLAN:  
 20 Q Specifically what royalty payments do you  
 21 think Mr. Eisenberg would have knowledge of, what  
 22 period of time?  
 23 A I wouldn't recall -- I wouldn't remember  
 24 that.  
 25 Q The royalties that you are complaining

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1 about in this case are all since January 2005,  
 2 right?  
 3 A I don't believe that's the case. I think  
 4 that the royalties are from the inception of the  
 5 contract.  
 6 Q How do you believe Mr. Eisenberg has  
 7 knowledge about the alleged nonpayment of royalties  
 8 to you by Stelor?  
 9 A Mr. Eisenberg along with Mr. Elkins who  
 10 were the producers of the music for Stelor  
 11 Productions have a composer agreement that I'm also  
 12 a part of or I have a composer agreement as well,  
 13 and we share a common interest as to royalties that  
 14 were paid to Mr. Eisenberg or supposed to be paid to  
 15 Mr. Eisenberg and Mr. Elkins that were also due to  
 16 be paid to me as well. So in that regard he would  
 17 have that information.  
 18 Q Any other regard?  
 19 A Not that I can recall at this time. I'm  
 20 sure there is other things I'm not able to think  
 21 about at this time.  
 22 Q So as you sit here today the only  
 23 information you think Mr. Eisenberg can have that  
 24 you think is related to the case has to do with  
 25 royalty payments owed to you, you say, under the

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1 composer's agreement, right?  
 2 A No. That's not what I'm saying.  
 3 Q What else?  
 4 A Mr. Eisenberg would provide testimony in  
 5 detail from the inception of Stelor Productions  
 6 taking over the company, the company meaning the  
 7 asset as early as May of 2002 when there was a  
 8 voters meeting there at that time, a stockholder  
 9 meeting, and he would have information throughout  
 10 the term of my turmoil at Stelor Productions,  
 11 personal knowledge of his content with the way  
 12 business was run from his standpoint in trying to  
 13 secure funds from Mr. Esrig and Stelor Productions  
 14 for his payments and so on and so forth.  
 15 Q Anything else you think he knows?  
 16 A He has been made privy to other  
 17 information about the company from meetings with  
 18 Mr. Esrig, promises that were never kept, things  
 19 that were discerned to him that never came to  
 20 fruition, promises that were made and that nature.  
 21 Q Specifically what promises that were made  
 22 by Stelor do you think Mr. Eisenberg has information  
 23 about that you believe relate to the contract  
 24 claims?  
 25 A Stock options that he was promised and

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1 never received. The promise that Mr. Esrig said in  
 2 a short period of time his stock would be worth over  
 3 a million dollars based upon a \$1,000 a share that  
 4 he told Mr. Eisenberg that he would be reaping.  
 5 Promises involving royalties that he  
 6 would be receiving from the i-Tunes downloads,  
 7 promises involving his involvement with producing  
 8 more material, shows, a lot of things that never  
 9 came to fruition that were promised.  
 10 Q You said he and his in the course of that  
 11 answer. I understood you to be referring to  
 12 Mr. Eisenberg, correct?  
 13 A Yes.  
 14 Q Any promises that related to you  
 15 Mr. Silvers?  
 16 A I think Mr. Eisenberg would have testimony  
 17 that things may have been communicated to him by  
 18 Mr. Esrig that never were fulfilled and that  
 19 Mr. Esrig boasted about certain things that he let  
 20 Mr. Eisenberg know and Mr. Elkins know which kind of  
 21 got me all excited and never came to fruition as  
 22 well, things of that nature and other things that  
 23 I'm sure he would be willing to talk about.  
 24 Q Tell me specifically what has  
 25 Mr. Eisenberg told you about promises that were made

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1 and not kept related to you?  
 2 A The most recent one of all I can share  
 3 with you is that about three weeks ago on the Stelor  
 4 Productions Web site there was a boasting of 1  
 5 million downloads of One Goo World that was placed  
 6 on the Web site that would have otherwise netted  
 7 both Mr. Eisenberg and myself quite a substantial  
 8 amount of royalties if that information was true and  
 9 accurate, which it was not. And at that point I  
 10 brought that to your attention, if you recall,  
 11 during the mediation --  
 12 MR. COOPER: Whatever happened during  
 13 mediation is privileged. Let's not get into  
 14 that, okay.  
 15 THE WITNESS: Okay. And the following day  
 16 that was taken off the Web site. I shared some  
 17 concern about that.  
 18 And another likely scenario took place  
 19 with reference to the album One Goo World which  
 20 was supposedly nominated for a Grammy award.  
 21 After my investigation that was found to be  
 22 false and not true as well. And that concerned  
 23 me because that was something that I would have  
 24 related to have learned about, and many other  
 25 aspects of the relationship with Mr. Eisenberg

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1 and Mr. Esrig and Stelor Productions that I  
 2 believe were wrongfully boasted about or, you  
 3 know, talked about.  
 4 BY MR. KAPLAN:  
 5 Q Other than the issue about the downloads  
 6 from i-Tunes and the Grammy award, what specifically  
 7 has Mr. Eisenberg told you?  
 8 A Told me about what?  
 9 Q About promises that Stelor made and didn't  
 10 keep?  
 11 A I thought I went over that with reference  
 12 to the stock shares that he was promised, the amount  
 13 of money he would make from the stock shares, music  
 14 contracts that he was promised in the way of X  
 15 number of albums per year.  
 16 There were -- I'm trying to remember  
 17 some other things that he talked to me about. I  
 18 can't at this time recall. I'm sure there was  
 19 other things at this time I can't recall.  
 20 Q Now, the issue with respect to the  
 21 downloads, the information on the Web site --  
 22 A Yes.  
 23 Q -- you said you confirmed that was  
 24 inaccurate, correct?  
 25 A No. What I confirmed was -- don't put

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1 words in my mouth, Kevin.  
 2 MR. COOPER: Just answer his question.  
 3 THE WITNESS: What I stated was, when I  
 4 brought that to the attention of Stelor  
 5 Productions strangely enough the very next day  
 6 that verbiage was removed from the Web site.  
 7 It was on there for several weeks, perhaps  
 8 several months. One million downloads. World  
 9 renowned CD.  
 10 BY MR. KAPLAN:  
 11 Q I think I heard you say previously that  
 12 the claim to have had one million downloads was  
 13 according to your understanding incorrect?  
 14 A What my understanding was is that it was  
 15 not placed on the Web site. It was inaccurately  
 16 placed on the Web site because if there was one  
 17 million downloads I would have reaped a royalty  
 18 check in excess of a million dollars.  
 19 Q There is information on the Web site that  
 20 was removed, correct?  
 21 A After I brought it to the attention of  
 22 Stelor Productions they took the initiative to  
 23 remove that from their Web site.  
 24 Q You gave Stelor notice, they cured what  
 25 you contended was a problem, correct?

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1 MR. COOPER: Objection to the form.  
 2 THE WITNESS: No, I don't think that's  
 3 accurate. What it was was that I inquired as  
 4 to whether or not that information was accurate  
 5 and if it was why did my royalty statement only  
 6 show me receiving 12 cents or 18 cents, some  
 7 ridiculous number, when in fact at 9.99 a  
 8 download for an album times a million downloads  
 9 and counting would have been over \$10 million  
 10 dollars, which would have reaped me 10% or  
 11 otherwise \$1 million which if it was brought to  
 12 my attention by Mr. Eisenberg when he visited  
 13 the Web site and told me what was on the Web  
 14 site.  
 15 BY MR. KAPLAN:  
 16 Q What's your understanding of the number of  
 17 downloads there have been of the i-Tunes music?  
 18 A I'm not privileged to that contract or any  
 19 knowledge whatsoever of that relationship between  
 20 Mr. Esrig's company, Stelor Productions, and  
 21 i-Tunes. I only know what I read at the Web site.  
 22 One million downloads and counting of One Goo World  
 23 at \$9.99 a download.  
 24 Q Do you contend that the posting of that  
 25 information on the Web site and the subsequent

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1 removal of it in any way is a breach of the license  
 2 agreement?  
 3 MR. COOPER: Object to the form.  
 4 THE WITNESS: I think it could be in some  
 5 regards because I believe it was deceitful that  
 6 that was placed on the Web site to begin with.  
 7 I believe it was fraudulent inducement,  
 8 fraudulently placed on there. If it was not  
 9 accurate it should never have been placed on  
 10 there.  
 11 Same thing with Grammy nominated album.  
 12 To me that just was hype that was  
 13 unsubstantiated and I think it was wrong and as  
 14 the licenser I believe that is a breach. It  
 15 tarnishes my name, my characters.  
 16 MR. KAPLAN: I'm going to go ahead and  
 17 mark as Exhibit 103 a copy of the license  
 18 agreement. It has already been marked, but  
 19 this is a cleaner copy. Take a look at it.  
 20 (Deposition Exhibit No. 103 was  
 21 marked for identification.)  
 22 BY MR. KAPLAN:  
 23 Q I'm handing a copy to your counsel.  
 24 Which provision of the license  
 25 agreement, Mr. Silvers, do you believe is breached

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1 by that conduct?  
 2 MR. COOPER: Objection to the form.  
 3 THE WITNESS: The portion of the license  
 4 agreement which I'm not sure where it is at  
 5 this point for Stelor Productions to  
 6 commercialize -- excuse me, to reasonably  
 7 commercialize my property. Reasonably  
 8 commercialize my property.  
 9 BY MR. KAPLAN:  
 10 Q Any other portion?  
 11 MR. COOPER: Same objection.  
 12 THE WITNESS: Without taking about an hour  
 13 to read all of this over, I would not be able  
 14 to go specifically to a specific area here and  
 15 tell you that with specificity.  
 16 I believe common sense would dictate that  
 17 if somebody licenses a property to somebody and  
 18 disregard myself -- to Stelor Productions,  
 19 excuse me, and then it's brought to my  
 20 attention as the licensor that there is  
 21 erroneous, false and misrepresentation placed  
 22 on the Web site characterizing my characters as  
 23 having a Grammy nominated album, having over  
 24 one million downloads and counting, that that  
 25 would be in and of itself enough. That is I

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1 intimidated to Mr. Esrig in a lengthy letter that  
 2 I sent him for additional breach of the license  
 3 agreement. I believe that that's accurate.  
 4 BY MR. KAPLAN:  
 5 Q But the only provision -- specific  
 6 provision of the license agreement that you can  
 7 point me to is the one dealing with using  
 8 commercially reasonable efforts, I think as you put  
 9 it, to promote the products, right?  
 10 MR. COOPER: Object to the form.  
 11 THE WITNESS: If you want me to spend an  
 12 hour to read this contract over so I can give  
 13 you more specifics I'll be happy to do that.  
 14 At this time I'm going to reserve the right the  
 15 fact that the contract, in my opinion, was  
 16 additionally breached based upon Mr. Esrig's  
 17 company not reasonably commercializing the  
 18 property by placing false information on the  
 19 Web site to misrepresent to potential  
 20 sub-licensees --  
 21 VIDEO OPERATOR: Hold on. Hold on.  
 22 (Discussion held off the  
 23 record.)  
 24 VIDEO OPERATOR: Go ahead.  
 25 THE WITNESS: Sub-licensees, potential

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1 investors, even myself to go on the Web site  
 2 and to see, you know, that my album or the  
 3 album of the music involving my characters was  
 4 Grammy nominated and to find out that that was  
 5 basically a lie and it was not accurate  
 6 whatsoever that I have quantified proof of and  
 7 then to turn around and inquire about the  
 8 downloads, a million plus downloads and  
 9 counting of 9.99 and that was also a lie is  
 10 preposterous. So that's my position.  
 11 BY MR. KAPLAN:  
 12 Q Look, Mr. Silvers, we are going to be a  
 13 long time today. I'm going to try to ask you narrow  
 14 questions.  
 15 A Okay.  
 16 Q I need you to give me narrow answers to  
 17 the questions. You don't need to repeat and restate  
 18 everything you have said before, okay. So let me  
 19 ask you the question again and please try and answer  
 20 the specific question that I'm asking.  
 21 As you sit here right now, can you point  
 22 to any other provision of the license agreement  
 23 that you believe that conduct breached, yes or no?  
 24 A Without reading the contract in specific  
 25 detail I'm not able to give you a definitive answer

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1 on that yes or no.  
 2 Q Thank you. Have you put Stelor on written  
 3 notice of what provision of the contract you believe  
 4 that conduct breaches?  
 5 A Have I? I believe I sent them a letter.  
 6 Q Does the letter indicate what provision of  
 7 the license agreement you believe was breached, yes  
 8 or no?  
 9 A I don't believe so. I have not taken the  
 10 time to read the letter recently.  
 11 Q Do you intend to put Stelor on written  
 12 notice of what specific provision of the contract  
 13 you believe was breached?  
 14 A Having hired new counsel that would be a  
 15 decision that my counsel would decide.  
 16 Q Would you hand me that exhibit black,  
 17 please?  
 18 A (Witness complies.)  
 19 Q What if any documents have you gotten from  
 20 Mr. Eisenberg?  
 21 A I don't believe I have gotten any  
 22 documents from Mr. Eisenberg.  
 23 Q What if any documents have you provided to  
 24 Mr. Eisenberg?  
 25 A I provided him a copy of the recording art

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<p>1 institute's letter to me emphatically stating that</p> <p>2 under no circumstances was the One Goo World album</p> <p>3 ever nominated for a Grammy award and basically them</p> <p>4 asking me where I got this information from.</p> <p>5 Q Any other documents?</p> <p>6 A Not that I can recall at this time.</p> <p>7 Q What conversations have you -- let me ask</p> <p>8 you the questions this way.</p> <p>9 Have you had conversations with</p> <p>10 Mr. Eisenberg about the litigation that's pending</p> <p>11 in Maryland?</p> <p>12 A I believe we have had some conversations</p> <p>13 about that since we share a common goal.</p> <p>14 Q Did you at any time discuss with</p> <p>15 Mr. Eisenberg bringing litigation against Stelor?</p> <p>16 MR. COOPER: Object to the form. Who is</p> <p>17 bringing litigation against Stelor?</p> <p>18 BY MR. KAPLAN:</p> <p>19 Q Mr. Eisenberg.</p> <p>20 A Repeat the question again.</p> <p>21 Q Yes. Did you ever talk to Mr. Eisenberg</p> <p>22 about him suing Stelor?</p> <p>23 A I don't believe so. Not that I can</p> <p>24 recall, no.</p> <p>25 Q Did you ever offer to pay Mr. Eisenberg</p>	<p>1 home where there was a number of people that were</p> <p>2 going to be involved in the setting up of Stelor</p> <p>3 Productions and taking the company to where I was</p> <p>4 lead to believe it was going to go.</p> <p>5 Q What is Mr. Worsham's residence address?</p> <p>6 A I don't know.</p> <p>7 Q Where is it?</p> <p>8 A I believe in Rockville, Maryland.</p> <p>9 Q What information do you have access to</p> <p>10 regarding his address?</p> <p>11 A His address, I'm sure, is probably on the</p> <p>12 pleadings of the Maryland case.</p> <p>13 Q Is the address on the pleadings in the</p> <p>14 Maryland case accurate to your knowledge?</p> <p>15 A I wouldn't know that.</p> <p>16 Q Do you know if he has a business?</p> <p>17 A No, he has no business that I know of.</p> <p>18 Q What does he do?</p> <p>19 A He works for the government.</p> <p>20 Q What does he do for the government?</p> <p>21 A I do not know. He is involved with TSA as</p> <p>22 I understand, high security clearance.</p> <p>23 Q He works for the government in Washington</p> <p>24 DC?</p> <p>25 A Uh-huh.</p>
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<p>1 anything in connection with his assistance regarding</p> <p>2 your case against Stelor?</p> <p>3 A Absolutely not.</p> <p>4 Q Did you ever pay Mr. Eisenberg anything?</p> <p>5 A Absolutely not.</p> <p>6 Q Now, a moment ago in an answer to one of</p> <p>7 my questions you said that you and Mr. Eisenberg</p> <p>8 share a common goal. Did I hear that correctly?</p> <p>9 A That's a fair statement.</p> <p>10 Q What goal is that?</p> <p>11 A To see him successful in his recording</p> <p>12 endeavors with his voice and his music.</p> <p>13 Q Any other common goals you shared?</p> <p>14 A Not that I can recall.</p> <p>15 Q Who is Paul Worsham?</p> <p>16 A A friend of mine.</p> <p>17 Q How do you know Paul Worsham?</p> <p>18 A Introduced to him by Elon Eisenberg.</p> <p>19 Q When?</p> <p>20 A Probably just prior to the summit meeting</p> <p>21 with Stelor Productions, shortly after the June 2002</p> <p>22 execution of the settlement agreement.</p> <p>23 Q You said summit meeting. What do you mean</p> <p>24 by that?</p> <p>25 A We had a summit meeting at Mr. Esrig's</p>	<p>1 Q You have to answer yes or no.</p> <p>2 A Yes.</p> <p>3 Q Do you understand him to be an employee of</p> <p>4 the TSA?</p> <p>5 A That's what he is.</p> <p>6 Q How long has he been and employee of TSA?</p> <p>7 A I don't know.</p> <p>8 Q Do you know what his job was before that?</p> <p>9 A I believe he worked for Sprint some time.</p> <p>10 I'm not sure.</p> <p>11 Q About when did he become an employee of</p> <p>12 the TSA?</p> <p>13 A I do not know.</p> <p>14 Q By TSA you mean Transportation Safety</p> <p>15 Administration?</p> <p>16 A I believe so.</p> <p>17 Q Administration or Agency, which is it?</p> <p>18 A I think it may be agency.</p> <p>19 Q Does he work at an airport?</p> <p>20 A I do not know.</p> <p>21 Q Those are the people who man the x-ray</p> <p>22 machines there?</p> <p>23 A Those are the people that take care of all</p> <p>24 security for all airports and government</p> <p>25 installations any and everything else.</p>

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1 Q What do you understand Mr. Worsham's  
2 expertise to be?  
3 A He is in computer science. I think he has  
4 a degree in computer science, I believe, I'm not  
5 sure.  
6 MR. KAPLAN: Alright. Let's go off the  
7 record for a second because we need to change  
8 the tape.  
9 VIDEO OPERATOR: We are off the record.  
10 (Thereupon, a brief recess was  
11 taken.)  
12 VIDEO OPERATOR: We are on the record.  
13 MR. KAPLAN: We are on the record. You  
14 had a statement to make, Robert.  
15 MR. COOPER: Yes. You had asked me  
16 regarding the letter from my client to Stelor  
17 Productions dated August 27, 2006, whether this  
18 was a notice of additional breaches or whether  
19 this was in the nature of settlement, because  
20 there was inadvertently confidential  
21 communication notice put on the end of that  
22 letter that should not have been there. This  
23 is a breach letter not a settlement  
24 communication and it's not privileged.  
25 MR. KAPLAN: Johanna, we will provide you

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1 with a copy of that letter during the break in  
2 light of the clarification.  
3 MS. CALABRIA: Okay. Thanks.  
4 BY MR. KAPLAN:  
5 Q Did you ever talk to Mr. Eisenberg about  
6 testifying in this case?  
7 A Which case are you talking about?  
8 Q The present case.  
9 A I did.  
10 Q When?  
11 A I don't recall, probably a week or so ago.  
12 Q What did you say to him?  
13 A I basically asked him if he would be  
14 willing to testify on my behalf to some of the  
15 things that he was aware of at Stelor and some of  
16 the things that he knew that we shared common  
17 interest on, and he said if I needed him he would be  
18 here.  
19 Q Did you offer to pay to bring him down?  
20 A Absolutely not.  
21 Q Any other discussions with Mr. Eisenberg  
22 at any time about him testifying in this case?  
23 A Not that I can recall, no.  
24 Q What about Mr. Worsham, have you talked to  
25 him at any time since August of 2005 about

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1 testifying in this case?  
2 A Yes.  
3 Q When?  
4 A Probably around the same time.  
5 Q How many conversations have you had with  
6 Mr. Worsham since August of 2005?  
7 A I would not be able to recall that. We  
8 talk often about family matters and just friendship  
9 situations and what he is doing with his life and my  
10 life and be concerned about my health issues and so  
11 on and so forth.  
12 Q About how often do you talk to him?  
13 A Once a week, twice a week perhaps.  
14 Q You consider Mr. Worsham to be a friend of  
15 yours, correct?  
16 A Yes.  
17 Q Close friend, right?  
18 A I wouldn't say close friend. I don't live  
19 in that area. So I wouldn't say close friend. I  
20 would say he is a friend.  
21 Q Close enough friend for you to talk to him  
22 on the phone a couple of times a week, right?  
23 A It has not been a couple of times a week  
24 every week. I would say once a week, possibly  
25 sometimes twice a week, sometimes he would call me.

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1 Q And those conversations are primarily  
2 about nonbusiness issues is that fair to say?  
3 A We don't have business between us. We  
4 basically talk about some of his future goals in  
5 life, my situation with my future goals and also we  
6 talked about the pending litigation in Maryland that  
7 he and I are defendants in.  
8 Q Alright. And those calls on a weekly  
9 basis or more those calls have continued since  
10 August of 2005 to date?  
11 A I would think so. I can't say every week  
12 two times a week, sometimes two or three weeks go by  
13 and we don't talk, then we will talk a couple of  
14 times.  
15 Q Now, during the course of those calls have  
16 you talked about the litigation here in Florida?  
17 A I'm sure we have had some discussions  
18 about that.  
19 Q Approximately how many discussions have  
20 you had with Mr. Worsham about the litigation in  
21 Florida?  
22 A I could not give you that answer.  
23 Q More than five?  
24 A Perhaps.  
25 Q More than ten?

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1 A Doubtful.

2 Q And what's been the general subject of the

3 five to ten discussions you've had with him?

4 A Frustration I have had with the

5 litigation, the situation of some of the things that

6 he has been subjected to with reference to things

7 that have happened between him and Stelor, between

8 him and Mr. Esrig, asking him if he would be willing

9 to also testify on my behalf and those kinds of

10 things.

11 Q Other than Cafe Press which I'm going to

12 come to a little bit later, what information do you

13 think Mr. Worsham has that relates to this case?

14 A I think that he was also part of the early

15 summit meeting back in June of 2002. He was brought

16 in there by Mr. Esrig -- excuse me. He was brought

17 in there by Mr. Eisenberg after Mr. Esrig was made

18 aware of Paul's credentials. And then there were

19 some materials involving things that I have found

20 out later on that Mr. Worsham was involved with

21 Mr. Esrig, doing it at Mr. Esrig's request.

22 Q Related to Cafe Press?

23 A I believe so.

24 Q Anything other than Cafe Press?

25 A There was an incident that got Paul very

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1 disturbed in reference to Stelor Productions

2 infringing on a trademark of his that was being

3 shown at a --

4 Q That's the Jabbles?

5 A -- trade show that had to do with the

6 Jabbles trademark that was owned by Mr. Worsham and

7 that Mr. Esrig took the liberty of supposedly having

8 that on some literature at a trade show claiming

9 that he was the one that had the rights to that

10 name.

11 Q JABBLES?

12 A Correct.

13 Q Was this the trade show in New York in

14 2005?

15 A I'm not sure which trade show it was.

16 Perhaps it might have been that trade show. There

17 was a pamphlet that was disseminated with that name

18 on it that Mr. Worsham got ahold of, and I guess he

19 was very upset about that.

20 Q How did -- Mr. Worsham ended up having a

21 relationship with Cozyak Tropin, attorney-client,

22 correct?

23 A I'm not aware of that relationship.

24 Q You are not aware of that relationship?

25 A No.

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1 Q Did you know that Cozyak Tropin sent a

2 letter to us on Mr. Worsham's behalf?

3 A Yes. I'm aware of that, but I'm not aware

4 there was an actual relationship that was had

5 between the two of them. There may have been.

6 Q Certainly Cozyak Tropin was acting as

7 Mr. Worsham's lawyer in connection with the sending

8 of that letter, right?

9 A I have no knowledge of that. If she

10 was -- if Cozyak Tropin was then that's between

11 Mr. Worsham and KTT law, Cozyak Tropin.

12 Q Well, you put Mr. Worsham in touch with

13 KTT law, right?

14 A I believe I suggested that Paul contact

15 Gail McQuilkin who works for KTT law in reference to

16 Mr. Worsham's concerns about a possible trademark

17 infringement by Stelor using the Jabbles trademark.

18 Q Was that before or after you got an

19 affidavit from Mr. Worsham that was filed in the

20 action that was pending before Judge Hurley?

21 A Before or after? I am not sure about

22 that. I can't recall whether it was before or

23 after.

24 Q What information -- what documents have

25 you gotten from Mr. Worsham since he filed that

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1 declaration?

2 MR. COOPER: Object to the form.

3 THE WITNESS: I don't feel that I have

4 received any documents per say. I do believe

5 that I might have received some of the

6 paraphernalia or some of the material that was

7 presented at the Stelor Productions exhibit

8 that I basically believe I was in receipt of

9 because I did not attend the show.

10 BY MR. KAPLAN:

11 Q How did Mr. Worsham get that?

12 A I think his brother might have attended

13 the show. I think he goes there quite regularly and

14 I believe he might have gotten the documents that --

15 not documents but paraphernalia.

16 Q What's the name of Mr. Worsham's brother?

17 A I don't even know the brother that's an

18 attorney. I don't remember the brother's name --

19 Q BJ?

20 A Might be BJ. I think that's correct,

21 correct.

22 Q Did you or anybody ask B.J. Worsham to go

23 to the trade show in New York in 2005 and get

24 information from Stelor's booth?

25 A Not that I can recall. I mean I know that



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1 he goes every year. He has been there before, I'm  
 2 not sure.  
 3 Q Is it your testimony that B.J. Worsham got  
 4 the information from Stelor's booth independently?  
 5 A I wouldn't know.  
 6 Q Did you ever talk -- did you or your  
 7 lawyers, to your knowledge, ever talk to B.J.  
 8 Worsham?  
 9 A I think I had dinner with him once in New  
 10 York, but I'm not sure.  
 11 Q What time period?  
 12 A During one of the shows, 2003 or 2004 I  
 13 think he was up there.  
 14 Q Any time after that did you ever talk to  
 15 him?  
 16 A No, not that I can recall.  
 17 Q Who is Lindsay Miller?  
 18 A Lindsay Miller is a former employee of  
 19 Stelor Productions.  
 20 Q How do you know her?  
 21 A I was introduced to her through her  
 22 fiancée whose name was Drew. I don't remember his  
 23 last name. His last name may be Tu, TU.  
 24 Q Drew Tu?  
 25 A I think so. And he was introduced to me

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1 through Mr. Eisenberg.  
 2 Q What's the relationship or connection  
 3 between Drew Tu and Mr. Eisenberg?  
 4 A There is no connection. They happened to  
 5 have met at this karaoke club not too long ago and  
 6 there was some conversation that was overheard and  
 7 then it was told to me that I should speak to  
 8 Ms. Miller.  
 9 Q Told to you by who?  
 10 A Mr. Eisenberg.  
 11 Q What's the connection between  
 12 Mr. Eisenberg and Ms. Miller?  
 13 A There is no connection.  
 14 Q Was that the first time you spoke to  
 15 Ms. Miller?  
 16 A Yes.  
 17 Q About when was that?  
 18 A Four months ago, perhaps maybe five months  
 19 ago.  
 20 Q What did you talk about?  
 21 A She had communicated to me about Mr. Esrig  
 22 and improprieties that he had foisted upon her in  
 23 reference to sexual harassment issues and also there  
 24 were some issues involved in her employment that she  
 25 had personally witnessed during the employment with

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1 Mr. Esrig, and that's about all I can recall.  
 2 Q What does that have to do with the case  
 3 down here, our contract claims as you understand it?  
 4 A At that point the initial conversation  
 5 absolutely nothing.  
 6 Q What information do you think she has got  
 7 that relates in any way to the contract claims?  
 8 A She was told certain things by Mr. Esrig  
 9 in confidence that she basically had shared with me.  
 10 When I say confidence there was things  
 11 that were suggested to her by Mr. Esrig that could  
 12 relate to some specific things that I feel could  
 13 be responsive to breaches with reference to the  
 14 contract claim.  
 15 Q What?  
 16 A One specific comment that was made to her  
 17 by Mr. Esrig that I was made privy to had to do with  
 18 some monies that she was promised by Mr. Esrig for a  
 19 vehicle that Mr. Esrig had promised to help her  
 20 with. And in a conversation that took place  
 21 supposedly I was not privy to the conversation but  
 22 this is what she had mentioned to me that Mr. Esrig  
 23 mentioned to her that he could easily get that money  
 24 for her, and her quote was to me that's what he does  
 25 for a living. He takes money from people. He cons

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1 people out of their money. He gets money from  
 2 people for his project. Something to that effect.  
 3 I was quite shocked to hear that.  
 4 Q Let me make sure I'm clear about  
 5 something. As I understand your relationship with  
 6 Stelor, Stelor has given you money, right?  
 7 A Stelor has paid me money, that's correct.  
 8 Q You have been paid in excess of or in the  
 9 area of \$200,000 already by Stelor, correct?  
 10 MR. COOPER: Object to the form.  
 11 THE WITNESS: I do not know that number to  
 12 be correct. I know they paid me substantial  
 13 money for royalty advances and consulting fees,  
 14 that's correct.  
 15 BY MR. KAPLAN:  
 16 Q Have you given any money to Stelor at any  
 17 time?  
 18 A I don't believe so.  
 19 Q What else did she tell you? What other  
 20 certain things did Mr. Esrig allegedly tell  
 21 Ms. Miller in confidence that you believe have any  
 22 relation at all to the issues in this case or  
 23 contract claims?  
 24 A There was a number of things that were  
 25 mentioned to me by Ms. Miller in reference to

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1 improprieties of Mr. Esrig, probably none of which  
 2 falls in the contract scenario, but it certainly  
 3 falls to the credibility of Mr. Esrig as the CEO of  
 4 the company.  
 5 MR. COOPER: Just answer the question he  
 6 is asking. If he wants to ask a different  
 7 question he will ask you a different question.  
 8 Listen to his questions and just answer the  
 9 question asked you.  
 10 BY MR. KAPLAN:  
 11 Q Anything else?  
 12 A Not that I can recall at this time.  
 13 Q Did you get any documents from Ms. Miller?  
 14 A No.  
 15 Q Did you give any documents to Ms. Miller?  
 16 A Yes.  
 17 Q What?  
 18 A I forwarded her some documents that I was  
 19 made privy to from my attorney in reference to some  
 20 motion to dismiss for a claim that's involved up in  
 21 Maryland she is a defendant in.  
 22 Q What documents specifically did you give  
 23 to Ms. Miller?  
 24 A It was a motion to dismiss and an  
 25 extension of time or enlargement of time to file the

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1 motion to dismiss.  
 2 Q So your lawyer prepared a motion to  
 3 dismiss for Ms. Miller to file in an action pending  
 4 in Maryland; is that correct?  
 5 A She assisted as a favor to do that.  
 6 Q Which lawyer?  
 7 A Ms. McQuilkin.  
 8 Q Ms. McQuilkin did that at your request?  
 9 A Ms. McQuilkin assisted Ms. Miller as a  
 10 favor since she had no attorney to basically give  
 11 her a boilerplate of a motion to dismiss and of a  
 12 motion for enlargement of time to be able to assist  
 13 her since she had no counsel at the time.  
 14 Q Mr. Silvers, please listen to my question.  
 15 Did Ms. McQuilkin do that at your request?  
 16 MR. COOPER: Hang on a second.  
 17 I'm going to object on attorney-client  
 18 privilege and instruct him not to answer.  
 19 BY MR. KAPLAN:  
 20 Q When did Ms. McQuilkin do that?  
 21 A I don't recall.  
 22 Q Was it before or after she withdrew as  
 23 your counsel in this case?  
 24 A I can't recall.  
 25 Q Was that something Ms. McQuilkin did as

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1 your lawyer?  
 2 A I'm not sure. No, I don't believe so, not  
 3 as my lawyer.  
 4 Q Okay. Is that something Ms. McQuilkin did  
 5 at your request?  
 6 A I think I might have inquired with her to  
 7 assist me with trying to help Ms. Miller so that she  
 8 would not be in default because she had no means to  
 9 hire and attorney at the time, and basically I think  
 10 that's how that was presented to Ms. McQuilkin.  
 11 Q So you have assisted Ms. Miller in  
 12 connection with her litigation against Stelor in  
 13 Maryland, correct?  
 14 A No, that's not correct.  
 15 Q You assisted here by getting the lawyer  
 16 who formerly represented you in this case to prepare  
 17 some draft pleadings for Ms. Miller, correct?  
 18 A That may be correct, yes.  
 19 Q What other assistance have you provided  
 20 Ms. Miller in connection with the pending lawsuit in  
 21 Maryland?  
 22 A Nothing else.  
 23 Q Have you talked to her about the pending  
 24 lawsuit in Maryland?  
 25 A We had some conversations, nothing having

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1 to do with reference to her pending litigation  
 2 because she had retained a lawyer.  
 3 Q Have you suggested to Ms. Miller that she  
 4 could get rich by suing Stelor?  
 5 A Absolutely not.  
 6 Q Have you made any suggestions to  
 7 Ms. Miller at all about what she might recover or  
 8 achieve by suing Stelor?  
 9 A There was no communication whatsoever of  
 10 Lindsay Miller ever breathing a word suing Stelor  
 11 Productions for anything at any time.  
 12 Q Did you tell Ms. Miller anything about  
 13 your pending case against Stelor down here?  
 14 A I might have communicated to her that I'm  
 15 involved in litigation with Stelor Productions.  
 16 Q Did you discuss with her in any way any of  
 17 the substance of the case, the merits of the case  
 18 down here?  
 19 A I don't believe so. I only had asked her  
 20 if she would be willing to testify on my behalf and  
 21 I have not gotten an affirmative answer in that  
 22 regard.  
 23 Q By the way, other than your lawyers, have  
 24 you talked to any people about the substance of your  
 25 case against Stelor down here, the contract claims?

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1 A Substance of the case, I don't believe so.  
 2 Q The merits of the case?  
 3 A I don't believe so.  
 4 Q What about with representatives of Stelor,  
 5 have you had any discussions with them? I'm not  
 6 talking about settlement discussions now.  
 7 Discussions with Mr. Esrig or Mr. Jeffrey about the  
 8 merits of the case down here?  
 9 MS. CALABRIA: At what time, Kevin?  
 10 BY MR. KAPLAN:  
 11 Q At any time. Since it was filed April  
 12 2005.  
 13 A When you say substance I don't know if you  
 14 can quantify that for me.  
 15 Q For example, whether your notice was  
 16 valid, your notice of default or termination?  
 17 A I don't believe so. I mean I don't  
 18 recall.  
 19 Q Did you ever express the view to Mr. Esrig  
 20 that the notice Ms. McQuilkin served, the notice of  
 21 termination in April 2005 was inadequate?  
 22 A I don't recall. I might have had  
 23 conversation with him about what he had communicated  
 24 to me that his lawyers believed. I don't believe  
 25 that I would have brought that up to him.

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1 Q Did you ever mention to Mr. Esrig your  
 2 view that Ms. McQuilkin blew it in terms of the  
 3 notice.  
 4 A I might have mentioned to him that I  
 5 thought perhaps there might have been a possibility  
 6 of that, but nothing definitive because as far as  
 7 Gail was concerned the notice was properly --  
 8 MR. COOPER: Let's not -- please don't go  
 9 into attorney client communications, and if  
 10 these communications were part of your  
 11 communications with him regarding settlement  
 12 that's also not fair game and please tell him  
 13 that's part of our settlement discussions and  
 14 don't answer the question.  
 15 I wasn't privy to those. I'm not sure --  
 16 I mean he is prefacing his question telling you  
 17 I'm not asking for settlement discussions, but  
 18 then he is asking you for them. So you need to  
 19 be able to draw the line here and I can't help  
 20 you with that. Please keep a close eye on not  
 21 revealing attorney-client privilege and if  
 22 these communications had to do with settlement  
 23 tell him so and don't answer.  
 24 THE WITNESS: Okay.  
 25

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1 BY MR. KAPLAN:  
 2 Q If Mr. Esrig says that you told him,  
 3 Ms. McQuilkin blew the notice requirement, do you  
 4 dispute that?  
 5 A I don't recall ever saying that to him and  
 6 if it was it was probably during -- and if it was it  
 7 was during the settlement negotiations. I don't  
 8 believe I ever said that to him.  
 9 Q Are you sure it was during the settlement  
 10 negotiation?  
 11 A I'm not sure. I can't be a hundred  
 12 percent positive.  
 13 Q When did the discussion -- where did the  
 14 discussion take place in which you recall mentioning  
 15 to Mr. Esrig the possibility, as you put it, that  
 16 Ms. McQuilkin blew the notice requirement?  
 17 A First of all, I don't recall mentioning  
 18 that ever. So if that's something that Mr. Esrig  
 19 has communicated, I don't have any knowledge of  
 20 that. The only time that I met Mr. Esrig was when I  
 21 spoke to him up in Maryland when we tried to  
 22 negotiate a possible settlement and then I met him  
 23 and Mr. Jeffrey in a restaurant a day or two later.  
 24 There was a number of communications going back and  
 25 forth that they were basically trying to persuade me

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1 that Ms. McQuilkin, you know, basically blew it. I  
 2 remember that conversation. But I don't know at any  
 3 time I agreed to that.  
 4 MR. COOPER: I need to take a break now  
 5 because it's 2:45. I need to call on the phone  
 6 here.  
 7 BY MR. KAPLAN:  
 8 Q Let me just ask one question before we  
 9 break.  
 10 Did you ever tell anybody other than  
 11 your lawyers that you were contemplating bringing  
 12 a malpractice claim against Gail McQuilkin or  
 13 Kozyak Tropin?  
 14 A Once again.  
 15 Q Did you ever tell anybody other than a  
 16 lawyer of yours that you were contemplating bringing  
 17 a malpractice claim against Gail McQuilkin or Cozyak  
 18 Tropin?  
 19 A No. What I was --  
 20 MR. COOPER: It's a yes or no question.  
 21 Did you ever tell anybody? If you didn't tell  
 22 anybody --  
 23 THE WITNESS: Not that I can recall.  
 24 MR. KAPLAN: Don't do that. The witness  
 25 wasn't finished answering.

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1 MR. COOPER: I don't want any  
 2 attorney-client communication to be revealed.  
 3 THE WITNESS: Not that I can recall.  
 4 BY MR. KAPLAN:  
 5 Q Finish your answer. You were going to  
 6 describe something you said, Mr. Silvers?  
 7 A I was informed by Mr. Esrig and  
 8 Mr. Jeffries at one point during a meeting that they  
 9 had information that they could provide me with that  
 10 could certainly warrant a malpractice claim against  
 11 my attorneys.  
 12 I at no time, to my knowledge, agreed  
 13 with that because I was never shown the  
 14 information that I was going to be made privy to  
 15 by Mr. Esrig or Mr. Jeffries that would give me  
 16 that indication.  
 17 I think there were some documents that  
 18 provided me one or two, some e-mails, but I do not  
 19 believe that I was the one that mentioned anything  
 20 about malpractice. I think it had to do with them  
 21 mentioning it to me that I had a malpractice case.  
 22 MR. KAPLAN: Alright. Let's take the  
 23 break. Off the record.  
 24 VIDEO OPERATOR: Off the record.  
 25 (Thereupon, a brief recess was

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1 taken.)  
 2 VIDEO OPERATOR: We are on the record.  
 3 BY MR. KAPLAN:  
 4 Q Mr. Silvers, I want to ask you -- try to  
 5 ask you quickly about -- find out what information  
 6 the other folks you identified have. I don't want  
 7 to spend all day doing this. So will you work with  
 8 me to try and answer my questions concisely and tell  
 9 me what these people know relative to the contract  
 10 claims, can you work with me to do that?  
 11 A Yes.  
 12 Q Michael Sagan. Let me ask you first, have  
 13 you received or obtained any documents from  
 14 Mr. Sagan?  
 15 A Not to my knowledge.  
 16 Q Has anybody that you are working with in  
 17 this case including your lawyers gotten any  
 18 documents from Mr. Sagan?  
 19 A Possibly.  
 20 Q What documents do you think your lawyers  
 21 have gotten from Mr. Sagan?  
 22 A I'm not sure. It might have been one  
 23 specific document to refute an allegation of a  
 24 jurisdictional issue involving an address of a  
 25 Stelor employee or a Stelor member.

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1 Q When did you first talk to Mr. Sagan about  
 2 this case?  
 3 A I don't recall, maybe 7 or 8 months ago.  
 4 Q Had your lawyers talked to him about the  
 5 case previously?  
 6 A I'm not sure.  
 7 Q What information, if any, do you think  
 8 that Michael Sagan has that you believe to be  
 9 related to the contract claims?  
 10 A Other than some of the inner goings on at  
 11 the company at the time of his employment there  
 12 perhaps some improprieties, there may not be any.  
 13 Q When was he at the company as you  
 14 understand it?  
 15 A I don't recall when he worked for the  
 16 company.  
 17 Q What improprieties do you think he knows  
 18 about?  
 19 A Misappropriation of funds, some perjury  
 20 allegations, I believe, involving some kind of  
 21 dispute Mr. Esrig involving unemployment claims or  
 22 something to that effect.  
 23 Q Anything else?  
 24 A The issue of the address or addresses of  
 25 specific employees of the company.

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1 Q But that had to do with jurisdiction in  
 2 the case before Judge Hurley, right?  
 3 A Right.  
 4 Q Did it have to do with anything else?  
 5 A I don't believe so.  
 6 Q Who is Biju Pandit?  
 7 A I believe he was an employee or a former  
 8 employee of Stelor Productions involving their  
 9 animation or art direction.  
 10 Q When?  
 11 A I don't recall.  
 12 Q By the way, have you given any documents  
 13 to Mr. Sagan?  
 14 A No.  
 15 Q What information do you think Mr. Pandit  
 16 has that's relevant to your crossclaims -- or rather  
 17 to our crossclaims?  
 18 A Again, improprieties involving his  
 19 employment experience.  
 20 Q Improprieties -- his dispute with Stelor  
 21 you mean?  
 22 A No, not necessarily his dispute with  
 23 Stelor. There was an incident where he was alleged  
 24 to have given me \$10,000 in cash for documents that  
 25 he was supposedly have providing me and that's an

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1 outright lie. I never met the man before in my life  
 2 prior to that information being disseminated, and I  
 3 never received \$10,000 from Biju Pandit or anybody  
 4 else at Stelor Productions as was told by Mr. Pandit  
 5 to me. That was one of the reasons why he was let  
 6 go.  
 7 Q When was that?  
 8 A When was what?  
 9 Q When was he let go?  
 10 A I don't know.  
 11 Q But it was before April of 2005?  
 12 A I don't know.  
 13 Q Dr. Pandit, who is he?  
 14 A He was an investor at one time of Stelor  
 15 Productions involving an LLC who had uncovered some  
 16 improprieties of Stelor Productions, made them known  
 17 to me and my attorney and then basically when we had  
 18 put some pressure on he got his money back and  
 19 everything was back to status quo.  
 20 Q What does that have to do with the  
 21 contract claims?  
 22 A I think he would testify to credibility of  
 23 Stelor Productions and Mr. Esrig.  
 24 Q Anything else?  
 25 A Not that I can recall.

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1 Q What about Amy Warren, who is she?  
 2 A She was at one point, I believe,  
 3 Mr. Esrig's personal assistant.  
 4 Q And what information does she have that  
 5 you believe is relevant to the contract claims?  
 6 A I have not personally spoken with her.  
 7 Q Who has spoken to her?  
 8 A I believe Mr. Biju Pandit if I'm not  
 9 mistaken. I'm not a hundred percent sure about  
 10 that. But somebody had mentioned to me, and I can't  
 11 recall just now who it was about her discontent with  
 12 the company, some things that she witnessed, some  
 13 improprieties as well.  
 14 Q Your testimony is you have never spoken  
 15 with Amy Warren, is that correct?  
 16 A That's correct.  
 17 Q Did you get any documents from the  
 18 Pandits?  
 19 A Not that I can recall.  
 20 Q Did your lawyers?  
 21 A Possibly.  
 22 Q Do you have those documents?  
 23 A Do I have the documents? One single  
 24 document, and that was introduced into evidence by  
 25 my lawyer.

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1 Q What document?  
 2 A Had to do with the address or addresses of  
 3 employees that worked for Stelor Productions.  
 4 Q And that document was given to you by Biju  
 5 Pandit?  
 6 A It was not given to me at all. It was  
 7 provided to my counsel.  
 8 Q Do you know where Mr. Pandit got the  
 9 document?  
 10 A No, I don't.  
 11 Q Was your lawyer talking to Mr. Pandit  
 12 while Mr. Pandit was still an employee at Stelor?  
 13 A No.  
 14 MR. COOPER: Hang on -- go ahead.  
 15 BY MR. KAPLAN:  
 16 Q Did you ask Mr. Pandit to provide you with  
 17 internal documents from Stelor?  
 18 A Absolutely not.  
 19 Q Do you know if your lawyers asked  
 20 Mr. Pandit to provide them with internal documents  
 21 from Stelor?  
 22 A Absolutely not.  
 23 Q How did that document come to be provided  
 24 by Mr. Pandit?  
 25 A I don't recall.

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1 Q Did you know at one time?  
 2 A No.  
 3 Q Have you gotten any documents from Amy  
 4 Warren?  
 5 A No.  
 6 Q Provided any documents to Amy Warren?  
 7 A No.  
 8 Q Who is Mannel Nunez?  
 9 A A former Stelor employee. I'm not sure  
 10 what her position was. She worked there. I don't  
 11 know when for Stelor Productions in some capacity  
 12 involving marketing or something to that effect.  
 13 Q What information do you believe that she  
 14 has that's relevant to your contract claims?  
 15 A I had one conversation with her, I  
 16 believe, involving some improprieties that she  
 17 personally witnessed, and I don't think I spoke to  
 18 her again after that.  
 19 Q Have you gotten any documents or given any  
 20 documents from her, to her?  
 21 A No.  
 22 Q When did you speak to her?  
 23 A Many, many months ago.  
 24 Q More than a year?  
 25 A No, less than a year.

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1 Q What improprieties?  
 2 A Some sexual harassment claims that she had  
 3 mentioned to me, improprieties involving Mr. Esrig.  
 4 Q Improprieties relating to sexual  
 5 harassment?  
 6 A Correct.  
 7 Q Anything else?  
 8 A Not that I can recall at this time.  
 9 Q Did you discuss her bringing this suit  
 10 against Stelor?  
 11 A No, I don't believe so.  
 12 Q Are you sure?  
 13 A I'm pretty sure. Not that I can recall.  
 14 When you say bringing what suit against Stelor.  
 15 Q Any suit.  
 16 A To sue Stelor Productions?  
 17 Q What about Esrig, did you discuss with  
 18 Mannel Nunez her bringing any kind of a lawsuit  
 19 against Stelor or Mr. Esrig?  
 20 A Not that I can recall.  
 21 Q Who is Fred Hildabrand?  
 22 A He was a business manager of Mr. Esrig's  
 23 former employee.  
 24 Q Did you speak to him?  
 25 A Many times.

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1 Q What information do you believe he has?  
 2 A He was the assistant who worked with  
 3 Mr. Esrig's assistant or some official capacity at  
 4 Stelor Productions. He was assigned to working with  
 5 me on several projects. I have not spoken to him  
 6 since he left his employment.  
 7 Q Which was when?  
 8 A I don't know.  
 9 Q Approximately? Can you give me a year?  
 10 A Yes, a year ago probably.  
 11 Q Before or after you terminated the  
 12 agreement?  
 13 A I don't know that answer.  
 14 Q What specifically do you think  
 15 Mr. Hildabrand knows that relates to the contract  
 16 claims?  
 17 A I have not spoken to him about any of that  
 18 at this point.  
 19 Q As you sit here today do you think  
 20 Mr. Hildabrand has any information that specifically  
 21 relates to the contract claims?  
 22 A Absolutely.  
 23 Q What?  
 24 A The lack of Stelor Productions' reasonably  
 25 commercializing the Google's intellectual property.

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1 Q Anything else?  
 2 A Not that I can recall.  
 3 Q What do you mean by that?  
 4 A I think Mr. Hildabrand, if he was put  
 5 under oath and testified truthfully, could share  
 6 with the court and the jury a number of  
 7 improprieties that were done that he witnessed  
 8 personally while he was working for Stelor  
 9 Productions.  
 10 Q Have you ever put Stelor on notice that  
 11 those so-called improprieties are a basis for you  
 12 terminating the contract?  
 13 A No.  
 14 Q Have you gotten any documents from  
 15 Mr. Hildabrand?  
 16 A Not that I can recall.  
 17 Q Have your lawyers gotten any documents  
 18 from Mr. Hildabrand?  
 19 A Not that I can recall.  
 20 Q As you sit here today can you confirm that  
 21 no documents were provided to you or your lawyer by  
 22 Mr. Hildabrand?  
 23 A I don't believe there were, I mean aside  
 24 from him sending me e-mails.  
 25 Q Have you provided Mr. Hildabrand with any

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1 documents?  
 2 A No, I have not.  
 3 Q Who is Rebecca Gardner?  
 4 A Rebecca Gardner was also a former employee  
 5 of Stelor Productions. I don't know what her  
 6 capacity was. She is an ex-employee.  
 7 Q If you call her to testify in this case  
 8 what do you expect her to say?  
 9 A Since I have not spoken to her personally  
 10 at this point I cannot give you a definitive answer  
 11 on that.  
 12 Q What information do you believe she has?  
 13 A Possibly improprieties, again, consistent  
 14 with the rest of the names I have given you of  
 15 failure to commercially and reasonably commercialize  
 16 my intellectual property, and also some  
 17 improprieties involving her personal involvement  
 18 with Mr. Esrig.  
 19 Q The improprieties that you believe all of  
 20 these people you've identified may have information  
 21 about, have you put Stelor on notice of the nature  
 22 of any of those improprieties?  
 23 A I'm not sure what my former attorneys did  
 24 in that regard.  
 25 Q As you sit here today can you think of any

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1 notice that was provided to Stelor of the  
 2 improprieties about which these people are believed  
 3 to have knowledge?  
 4 A Well, according to this document  
 5 individuals likely to have discoverable information  
 6 it lists all employees of Stelor Productions. I  
 7 assume that covers those employees. As far as  
 8 notice --  
 9 Q Notice.  
 10 A I'm not sure. I don't know how to answer  
 11 for you.  
 12 Q Have you gotten any documents from  
 13 Ms. Gardner?  
 14 A No.  
 15 Q Have you provided any documents to  
 16 Ms. Gardner?  
 17 A No.  
 18 Q Who is Sachi Soog?  
 19 A Another former employee of Stelor  
 20 Productions.  
 21 Q Have you exchanged any documents with  
 22 Sachi Soog?  
 23 A No.  
 24 Q What do you think Sachi Soog knows that's  
 25 relevant to your contract claims?

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1 A Probably -- I had one conversation with  
 2 her, I believe. Again, improprieties in reference  
 3 to reasonable commercializing of the project, what  
 4 she witnessed there during the time that she was  
 5 employed and also mentioned about sexual harassment  
 6 allegations with Mr. Esrig.  
 7 Q Is that a basis for your termination of  
 8 the contract, any of those things?  
 9 MR. COOPER: Object to the form.  
 10 THE WITNESS: I cannot give you that  
 11 answer definitive. I had one conversation with  
 12 her.  
 13 BY MR. KAPLAN:  
 14 Q Have you put Stelor on notice of any of  
 15 the so-called improprieties that Ms. Soog told you  
 16 about?  
 17 A I don't believe so.  
 18 Q Kevin, recall the last name yet?  
 19 A No. I think Kevin was a fiancee of  
 20 Rebecca Gardner at one point, I believe.  
 21 Q Does Burr Sunday right, BURR?  
 22 A Yes.  
 23 Q Other than being Ms. Gardner's fiancee,  
 24 did he have any relationship to Stelor?  
 25 A He worked there. We had, I believe, one

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1 or two conversations in the past 6 or 7 months.  
 2 Q What information do you believe he has  
 3 that's relevant to your contract claims --  
 4 A He had given me a lot of substance about  
 5 what he witnessed while he was at Stelor  
 6 Productions. Would not testify unless he was  
 7 subpoenaed, but I think he would have some valuable  
 8 information to share with the court about what he  
 9 witnessed when he worked for Stelor Productions and  
 10 lived in the house of Mr. Esrig.  
 11 Q Have you put Stelor on notice of any of  
 12 the information that you think Mr. Burr testified  
 13 about?  
 14 A Not that I believe so. I don't believe  
 15 so.  
 16 Q Greg Langford is a current employee of  
 17 Stelor, correct?  
 18 A I don't know that to be a fact.  
 19 Q When have you spoken to Mr. Langford?  
 20 A I have not spoken to Mr. Langford.  
 21 Q What information do you believe he has  
 22 relevant to the contract claims?  
 23 A I was informed that there was a  
 24 conversation between him and Mr. Sagan not too long  
 25 ago, and I understand that he has worked for Stelor

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1 Productions or I believe he was former employee  
 2 still working for them. I'm not privy to that, and  
 3 that he perhaps would testify, would have  
 4 significant information to share in reference to the  
 5 improprieties that he personally witnessed at Stelor  
 6 Productions or perhaps personally witnessed, and  
 7 that's it.  
 8 Q Have you gotten any documents, you or your  
 9 lawyers gotten any documents from Greg Langford?  
 10 A No.  
 11 Q Have you or your lawyers gotten any  
 12 documents from Kevin Burr?  
 13 A I don't believe so.  
 14 Q Have you or your lawyers hired a private  
 15 investigator at any time in connection with Stelor?  
 16 A I believe my lawyers did do so.  
 17 Q When?  
 18 A I don't recall.  
 19 Q During what period -- is that private  
 20 investigator still retained on your behalf?  
 21 A No.  
 22 Q Was it prior to your termination of the  
 23 contract?  
 24 A I believe so.  
 25 Q Who was the private investigator --

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1 A Excuse me, let me correct that.  
 2 I'm not sure about that answer whether  
 3 they were prior or during or after the  
 4 termination.  
 5 Q What was the name of the private  
 6 investigator?  
 7 A Never met the private investigator.  
 8 Q Did you pay for that private investigator?  
 9 A No.  
 10 Q Did you he ever talk to the private  
 11 investigator?  
 12 A No.  
 13 Q Did you ever see any information from the  
 14 private investigator?  
 15 A No.  
 16 Q What information, if any, do you  
 17 understand the private investigator to have  
 18 provided?  
 19 MR. COOPER: To the extent that you would  
 20 have received that information from your  
 21 communications with your attorneys that's  
 22 attorney-client privilege and don't answer. If  
 23 you can answer that outside of that  
 24 communication then you can answer.  
 25 THE WITNESS: Right. The answer is I

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1 received information from my attorney, that's  
 2 attorney-client privileged.  
 3 BY MR. KAPLAN:  
 4 Q To your knowledge was any of the  
 5 documentation filed in connection with the lawsuits,  
 6 either the present one or the prior one in front of  
 7 Judge Hurley obtained from this private  
 8 investigator?  
 9 MR. COOPER: Same objection, same  
 10 instructions. If you can answer that without  
 11 revealing attorney-client privileged  
 12 communication then go ahead.  
 13 THE WITNESS: Cannot.  
 14 BY MR. KAPLAN:  
 15 Q Let me ask you this question, yes or no.  
 16 Do you know whether or not filings in the lawsuits  
 17 were obtained from that private investigator?  
 18 A I don't know.  
 19 Q Have you gotten any information -- have  
 20 you gotten any documents from Julie or Dean Depeu?  
 21 A No.  
 22 Q Have you spoken to them since the  
 23 commencement of the litigation?  
 24 A No.  
 25 Q What information do you think they will

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1 have relevant to the contract claims?  
 2 A Until I speak to them I would not have any  
 3 knowledge other than they worked for Mr. Esrig and  
 4 Stelor Productions as basically his right and left  
 5 hands, and I'm sure that if they were testifying  
 6 under oath that they would provide information to  
 7 substantiate, again, the lack of reasonable  
 8 commercializing the property and the improprieties  
 9 they personally witnessed while working for Stelor  
 10 Productions.  
 11 Q Have you provided Stelor notice of any of  
 12 the alleged improprieties about which you think the  
 13 Depues might testify?  
 14 A Not at this time.  
 15 Q Who is James Maitland?  
 16 A Jack Maitland, that's the name that I know  
 17 him to go by. He was the person initially  
 18 responsible for bringing Mr. Esrig to Aurora  
 19 Collections.  
 20 Q What do you think Jack Maitland knows  
 21 that's relevant to the contract claims?  
 22 A I think Jack Maitland would be able to  
 23 provide testimony that would be able to prove a  
 24 substantial amount of deceit on behalf of Stelor  
 25 Productions and Mr. Esrig personally with reference

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1 to what promises were made even to Jack himself that  
 2 were never kept. Also with reference to the  
 3 contract claims of making promises to Aurora  
 4 productions, that Google would be a huge success,  
 5 and to this date they have not received a penny from  
 6 those promises. And I believe Mr. Maitland would be  
 7 a material witness on my behalf testifying to  
 8 Mr. Esrig's credibility and his lack of being able  
 9 to substantiate many things that he promised  
 10 Mr. Maitland and also promised me to Mr. Maitland  
 11 that would take place.  
 12 Q What promises were made to you that  
 13 Mr. Maitland may have knowledge about?  
 14 A That I be made a multimillionaire in a  
 15 short period of time with reference to my project  
 16 and my characters, and that the stock options I was  
 17 promised and I have never received would be worth  
 18 \$1,000 a share in a short period of time. And a lot  
 19 of other things that nothing ever came from.  
 20 Q Anything else?  
 21 A Not that I can recall at this time.  
 22 Q Have you put Stelor on notice of any of  
 23 those things that you think Mr. Maitland may testify  
 24 about?  
 25 A Not that I can recall -- I don't believe

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<p>1 so, I'm not sure.</p> <p>2 Q Who is Chris Farrington?</p> <p>3 A Chris Farrington was the former president</p> <p>4 of Aurora Collections Incorporated, the company</p> <p>5 that's Stelor Productions eventually acquired the</p> <p>6 asset purchase of the Google.</p> <p>7 Q What information do you think</p> <p>8 Mr. Farrington has related to the contract claims?</p> <p>9 A I think he would make a character witness</p> <p>10 on my behalf in reference to conversations and</p> <p>11 promises he was made by Mr. Esrig or on behalf of</p> <p>12 Stelor Productions, and also the fact that up until</p> <p>13 this date there has not been a penny paid to Aurora,</p> <p>14 promises that were not kept, things of that nature.</p> <p>15 Q Anything else?</p> <p>16 A Not that I can recall at this time.</p> <p>17 Q Who is Brian Blomquist?</p> <p>18 A CEO of Aurora collections and past</p> <p>19 president or perhaps still the president.</p> <p>20 Q Did you intend Mr. Blomquist to be on your</p> <p>21 list of people who may have discoverable</p> <p>22 information?</p> <p>23 A I believe so.</p> <p>24 Q And what would that be?</p> <p>25 A His personal dealings with Mr. Esrig</p>	<p>1 discussed as listed on your initial disclosures and</p> <p>2 the other names you provided me, is there anybody</p> <p>3 else you think is likely to have discoverable</p> <p>4 information relative to the contract claims?</p> <p>5 A Not that I can recall at this time.</p> <p>6 Q Take a look at the list of documents</p> <p>7 that's on the third page of Exhibit 103 -- I'm</p> <p>8 sorry, Exhibit 102.</p> <p>9 A Okay.</p> <p>10 Q Are there any other documents that you</p> <p>11 believe relate to the contract claims other than</p> <p>12 what you told me before the contracts themselves and</p> <p>13 the pleadings that have been filed in the cases?</p> <p>14 MS. CALABRIA: Objection to form.</p> <p>15 MR. COOPER: Same objection.</p> <p>16 BY MR. KAPLAN:</p> <p>17 Q You can answer.</p> <p>18 A I'm reading the list.</p> <p>19 (Pause.)</p> <p>20 A I'm going to want to add to some of this</p> <p>21 list the documents that I was provided by the</p> <p>22 recording artist in reference to the fact that the</p> <p>23 Grammy awards information that was erroneously</p> <p>24 placed on the Web site. I'm going to want to add</p> <p>25 the printouts that I made of the Web site with the</p>
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<p>1 during the course of the asset purchase, promises</p> <p>2 made to him as well, and the fact that as a CEO of</p> <p>3 the company there has been certain allegations that</p> <p>4 were unsubstantiated about me personally, some</p> <p>5 disparaging comments made about me by Mr. Esrig and</p> <p>6 so forth from Mr. Blumquist.</p> <p>7 Q Anything else?</p> <p>8 A I believe there was some controversy</p> <p>9 involving the asset purchase between Mr. Esrig and</p> <p>10 Mr. Blumquist and some possible improprieties</p> <p>11 involving the actual assignment or the actual</p> <p>12 contract between Aurora and Stelor Productions.</p> <p>13 Q Anything else?</p> <p>14 A Not that I can think of.</p> <p>15 Q Have you put Stelor on notice that any of</p> <p>16 those things are a basis for your alleged</p> <p>17 termination of the contract?</p> <p>18 MR. COOPER: Object to the form.</p> <p>19 THE WITNESS: I'm not sure if my lawyer</p> <p>20 did so or not.</p> <p>21 BY MR. KAPLAN:</p> <p>22 Q As you sit here today are you aware of any</p> <p>23 notice of those things to Stelor?</p> <p>24 A No.</p> <p>25 Q Other than the people who we have just</p>	<p>1 one million downloads.</p> <p>2 I am going to want to add to the list of</p> <p>3 printouts of the Go Goos that Mr. Esrig and Stelor</p> <p>4 Productions were put on notice about changing the</p> <p>5 name of the characters. I'm going to probably</p> <p>6 want to put on there some of the letters I believe</p> <p>7 that I'm not sure if they were introduced into</p> <p>8 evidence or not between myself and Mr. Esrig</p> <p>9 involving my putting them on notice of certain</p> <p>10 things that he has not done as he had promised and</p> <p>11 things of that nature.</p> <p>12 Q Anything else?</p> <p>13 A Not that I can think of at this time.</p> <p>14 Q What's the date of your letters with</p> <p>15 Mr. Esrig?</p> <p>16 A I don't know that answer.</p> <p>17 Q Give me an approximate time period, the</p> <p>18 last six months?</p> <p>19 MS. CALABRIA: Object to form.</p> <p>20 THE WITNESS: I can't give you that</p> <p>21 answer. It could be from the very inception of</p> <p>22 our dispute. I have to go and search the file.</p> <p>23 BY MR. KAPLAN:</p> <p>24 Q About how many letters are there?</p> <p>25 A Quite a few.</p>

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1 Q Would you hand me that exhibit back.  
 2 What's your current business,  
 3 Mr. Silvers?  
 4 A My current business? I'm currently  
 5 working as a roof tile consultant.  
 6 Q Are you working with a company?  
 7 A No, independent.  
 8 Q Is there a name under which you do that  
 9 business?  
 10 A Roof Tile Finders.  
 11 Q How long have you been doing that?  
 12 A Probably since shortly after October 2005.  
 13 Q Have you had any other jobs since October  
 14 2005?  
 15 A Not that I can remember. Not that I can  
 16 recall.  
 17 Q What do you do as a roof tile consultant  
 18 try and sell roof tiles?  
 19 A That's one of the areas of my business  
 20 model.  
 21 Q What else?  
 22 A What else what?  
 23 Q What else do you do other than try to sell  
 24 roof tiles?  
 25 A I consult with contractors from time to

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1 time about their roof tile needs with homeowners.  
 2 That's basically it.  
 3 Q Do you have any employees?  
 4 A No.  
 5 Q What was your position or employment  
 6 before October 2005?  
 7 A I worked as a consultant for Stelor  
 8 Productions.  
 9 Q That was from June of 2002 to December  
 10 2004, right?  
 11 A That sounds about right.  
 12 Q What did you do from December 2004 to  
 13 October 2005?  
 14 A I believe I had a settlement agreement  
 15 with Stelor Productions that provided me a monthly  
 16 income.  
 17 Q Did you have any work at that time other  
 18 than obtaining the income under the settlement  
 19 agreement?  
 20 A No, I don't believe so.  
 21 Q From June of 2002 to December 2004, did  
 22 you do anything other than consulting for Stelor?  
 23 MR. COOPER: Object to the form.  
 24 THE WITNESS: What's the date again?  
 25

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1 BY MR. KAPLAN:  
 2 Q June 2002 to December 2004?  
 3 MR. COOPER: Same objection.  
 4 THE WITNESS: Not that I can recall. That  
 5 was my sole source of income if I recall  
 6 properly. Wait a minute now. I think I was  
 7 involved with Melaleuca. I did some small  
 8 sales with Melaleuca, which is an MLS company,  
 9 multiple -- what's it called, multilevel  
 10 marketing company.  
 11 BY MR. KAPLAN:  
 12 Q Melaleuca, like the plant?  
 13 A Yes.  
 14 MR. KAPLAN: We are going to take a short  
 15 pause while we change the tape.  
 16 VIDEO OPERATOR: We are off the record.  
 17 (Thereupon, a brief recess was  
 18 taken.)  
 19 VIDEO OPERATOR: We are on the record.  
 20 BY MR. KAPLAN:  
 21 Q What was your employment before June of  
 22 2002, Mr. Silvers?  
 23 A Before June of 2002, I think I was working  
 24 for a company called Ameristaff, if I'm not  
 25 mistaken. It was an employment compensation

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1 company.  
 2 Q How long did you work for Ameristaff?  
 3 A I think a year or so.  
 4 Q What was your position there?  
 5 A I was involved in sales.  
 6 Q What was your job before approximately  
 7 June of 2001 when you started working with  
 8 Ameristaff?  
 9 A I don't recall. Let's see, 2001 --  
 10 Q What job do you recall having before  
 11 Ameristaff?  
 12 A I was self-employed in the music business.  
 13 I had done recording studio projects. I was  
 14 involved with producing music, things of that  
 15 nature.  
 16 Q During what period of time were you  
 17 involved in the music business?  
 18 A From 1972 until probably right through the  
 19 Aurora days when I was involved in producing that  
 20 music for Aurora.  
 21 Q Did you have any specific employment --  
 22 A Excuse me, let me refresh my memory. You  
 23 said before 2002. Before 2002 I was working as a  
 24 creative consultant for Aurora productions from 1999  
 25 to 2002. Prior to 1999, 2002 I was involved with

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1 promoting my characters and licensing my characters  
 2 to SKM Productions in 1999. Prior to 1999 somewhere  
 3 in the 1996, 1997 area I was involved with  
 4 Ameristaff, and all of the years prior to that I was  
 5 involved in some capacity one way or the other in  
 6 the music business.  
 7 Q What was your -- so the date you worked  
 8 for Ameristaff were '96 to '97, correct?  
 9 A No. I think '97, '98, I'm not sure.  
 10 Maybe '96, end of '96 to the middle of '97 it was a  
 11 year contract.  
 12 Q Alright. And what job, if any, did you  
 13 have before Ameristaff?  
 14 MR. COOPER: Objection, asked and  
 15 answered.  
 16 THE WITNESS: Before Ameristaff, 1996 back  
 17 to 1997 I was incarcerated.  
 18 BY MR. KAPLAN:  
 19 Q What were the dates of your incarceration?  
 20 MR. COOPER: Object to the form.  
 21 THE WITNESS: I don't recall.  
 22 MR. KAPLAN: What's your objection to the  
 23 form?  
 24 MR. COOPER: Preserving my objections to  
 25 admissibility of the incarceration.

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1 MR. KAPLAN: You don't need to object to  
 2 admissibility just form. If there is a form  
 3 tell me what it is so I can correct it,  
 4 otherwise you don't need to make it.  
 5 MS. CALABRIA: Kevin, I'm also going to  
 6 object to form in that all these questions were  
 7 asked of Mr. Silvers during my deposition, or  
 8 at least the question of incarceration.  
 9 MR. KAPLAN: That's not a form objection.  
 10 MS. CALABRIA: So asked and answered, I  
 11 guess, is my objection.  
 12 MR. COOPER: That's the form objection.  
 13 MR. KAPLAN: Asked by you but not by me.  
 14 MS. CALABRIA: Okay.  
 15 BY MR. KAPLAN:  
 16 Q About how long were you incarcerated?  
 17 MR. COOPER: Same objection.  
 18 THE WITNESS: Nine years and six months.  
 19 BY MR. KAPLAN:  
 20 Q So that was about 19 --  
 21 A '87 through 1996.  
 22 Q What was -- do you recall your employment  
 23 history before '87?  
 24 MR. COOPER: Objection, asked and  
 25 answered.

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1 THE WITNESS: I had my own recording  
 2 studios, record companies and production  
 3 company.  
 4 BY MR. KAPLAN:  
 5 Q What's your education background,  
 6 Mr. Silvers? Did you graduate from high school?  
 7 A I graduated from high school.  
 8 Q Do you recall when?  
 9 A 1964.  
 10 Q Did you attend college?  
 11 A Went to Monmouth College in 1964 to 1969.  
 12 Q Did you get a degree?  
 13 A I got my Bachelors of Science degree.  
 14 Q Any other degrees?  
 15 A I got my master's degree at Wagner College  
 16 in 1973. I got my paralegal certification  
 17 certificate in Blackstone School of Law in 19 -- let  
 18 me think, 1989, 1990, somewhere around there.  
 19 Q Other than getting a paralegal certificate  
 20 did you ever attend law school?  
 21 A No.  
 22 Q Alright. I showed you a little while ago  
 23 what I'm going to hand back to you Exhibit 103. Can  
 24 you identify this?  
 25 A My license distribution manufacturing

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1 agreement.  
 2 Q Between you and Stelor, correct?  
 3 A Yes.  
 4 Q And pursuant to this agreement just so we  
 5 are clear you, Steven Silvers, are the licensor,  
 6 correct?  
 7 A Yes.  
 8 Q And Stelor is the licensee, right?  
 9 A Yes.  
 10 Q Take a look at the first page. The second  
 11 to the last whereas clause where it says, "Licensee  
 12 desires to obtain from licensor an exclusive license  
 13 to use, manufacture, have manufactured and sell  
 14 licensed products in the territory." And it goes  
 15 on. What did exclusive mean to you?  
 16 A Exclusive is the sole, the sole right.  
 17 Q All rights to use the licensed products  
 18 under the license agreement belong to Stelor, is  
 19 that fair to say?  
 20 MR. COOPER: Object to the form.  
 21 THE WITNESS: According to the agreement  
 22 so long as Stelor doesn't breach the agreement  
 23 that's correct.  
 24 BY MR. KAPLAN:  
 25 Q That whereas clause refers to a term

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1 Territory with a capital T. If you look at  
 2 Schedule A to the agreement, territory refers to  
 3 global worldwide rights. Is that your  
 4 understanding?  
 5 A Where are we now? Yes. Okay. That's  
 6 correct.  
 7 Q So Stelor was to be the exclusive or sole  
 8 user of the licensed products everywhere in the  
 9 world, right?  
 10 A Correct.  
 11 Q Take a look at the license grant. Do you  
 12 see that Article 1 of the agreement?  
 13 A Yes.  
 14 Q It says there that, "The grant of the  
 15 license is exclusive even as to licensor." What  
 16 does that mean to you?  
 17 A I don't really know.  
 18 Q Does that mean Stelor was to have the sole  
 19 and exclusive right to use the licensed property  
 20 even with respect to you?  
 21 MR. COOPER: Objection to the form.  
 22 BY MR. KAPLAN:  
 23 Q You can answer.  
 24 A I don't know.  
 25 Q Was it your understanding that under the

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1 term of the license while the license is in effect  
 2 you no longer have any rights to use the licensed  
 3 property; is that correct?  
 4 MR. COOPER: Object to the form.  
 5 THE WITNESS: Yes.  
 6 BY MR. KAPLAN:  
 7 Q And just so we are clear, I'm using the  
 8 term licensed property. What do you understand that  
 9 to be?  
 10 A I think it's outlined in here what that  
 11 is. I believe in Schedule A that speaks to the  
 12 definition of the licensed property.  
 13 Q What's your understanding of it?  
 14 A The characters, the trademarks. I guess  
 15 it's the service marks and the merchandise that  
 16 Stelor was going to go forward and manufacture or  
 17 sublicense, things of that nature.  
 18 Q Basically everything related to the  
 19 Googles From Goo, correct?  
 20 A I believe that that may be accurate with  
 21 the exception of the domain names, the Web site.  
 22 That is not mentioned in here specifically. I don't  
 23 believe it is.  
 24 Q But the -- what do you mean by the domain  
 25 name www.google.com?

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1 A The domain names I don't know 80 or 90 of  
 2 them and the Web site. I am not sure it mentioned  
 3 the Web site in that characterization of licensed  
 4 intellectual property.  
 5 Q But it's your understanding that under the  
 6 license Stelor had the exclusive right to use the  
 7 domain names and the Web site, correct?  
 8 A That's been a dispute. I'm not sure of  
 9 that so I'm not going to give you a yes or no to  
 10 that. I know what it says here so I'm going to  
 11 defer to what it says here licensed intellectual  
 12 property as being that rate. And I don't see it in  
 13 here as the domain names of the license agreement --  
 14 I mean, excuse me, the Web site being listed.  
 15 Q Is it your position under the license that  
 16 you still maintain the right to use the domain  
 17 names, the Google domain names?  
 18 A I have the exclusive right as the  
 19 registrant of those domain names and I'm the  
 20 exclusive owner of those domain names and the  
 21 exclusive owner of the Web site domain name. Not  
 22 the content but the domain name.  
 23 Q Is it your position that you have the  
 24 right to use any of those domain names while the  
 25 license is in effect, yes or no?

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1 MR. COOPER: Object to the form.  
 2 THE WITNESS: I'm not going to give you a  
 3 yes or no to that answer. I'll give you I  
 4 don't know.  
 5 BY MR. KAPLAN:  
 6 Q You don't know?  
 7 A I don't know because that has been a  
 8 question.  
 9 Q Do you claim that you have the right to  
 10 use those domain names while the license is in  
 11 effect?  
 12 A I don't know.  
 13 Q Have you attempted to use any of the  
 14 Google domain names at any time while the license  
 15 was in effect?  
 16 A No, not until after Stelor was terminated,  
 17 then there was an issue involving changing the MS.  
 18 Q Take a look at Schedule A if you would.  
 19 On the 5th line down --  
 20 A Of what section?  
 21 Q Licensed intellectual property.  
 22 A Okay.  
 23 Q The end of that line it specifically says,  
 24 computer Web sites, correct?  
 25 A It says computer Web sites.

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1 Q What do you understand that to mean?  
 2 A The content of the Web site not the actual  
 3 domain name.  
 4 Q It doesn't say content of computer Web  
 5 sites, does it?  
 6 A No.  
 7 Q It just refers to computer Web sites  
 8 period, correct?  
 9 A That's correct. That is correct.  
 10 Q Turn back, if you would, to page 2 of the  
 11 license agreement under the section compensation.  
 12 A Okay.  
 13 Q Under the license agreement Stelor agrees  
 14 to pay you a royalty in the amount recited in  
 15 Schedule A, correct?  
 16 A Correct.  
 17 Q The only payments that you receive under  
 18 the license are those royalties, correct?  
 19 MR. COOPER: Object to the form.  
 20 THE WITNESS: No. That is not correct.  
 21 There is a clause somewhere where there is a  
 22 minimum guarantee of 100,000 per year. Under  
 23 page 6 at letter C it speaks to the issue of,  
 24 "Additionally, if after five years of the  
 25 initial intellectual property license there are

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1 three consecutive years during which royalty  
 2 payments to licensor are less than \$100,000 the  
 3 licensor has the option to cancel this  
 4 agreement in accordance with Section 9,  
 5 termination paragraph A."  
 6 BY MR. KAPLAN:  
 7 Q But that relates to the same royalty  
 8 payments, correct, the same royalties as specified  
 9 in paragraph 3A, right?  
 10 A Yes, I believe so.  
 11 Q It just says that royalties have to be at  
 12 least \$100,000 in year eight of the license  
 13 agreement, right?  
 14 A No. In year 5 of the license agreement  
 15 and year 6 of the license of the agreement and year  
 16 7 of the license agreement and if during any three  
 17 of those years there was a payment of less than  
 18 \$100,000 then the license agreement, if it's two  
 19 consecutive years, is cancelled at my option.  
 20 Q Okay. And that just -- does that include  
 21 advance royalties, Mr. Silvers?  
 22 A Absolutely not.  
 23 Q So your view is that if Stelor pays you  
 24 more than \$100,000 in advance royalties for each of  
 25 those three consecutive years after five years of

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1 the license agreement you can still cancel it?  
 2 A Yes. Advance royalties are not royalties.  
 3 It doesn't speak to advance royalties as being part  
 4 of the verbiage in this section.  
 5 Q Does it exclude advance royalties?  
 6 MR. COOPER: Object to the form.  
 7 THE WITNESS: That's for the court to  
 8 decide, I guess.  
 9 BY MR. KAPLAN:  
 10 Q Well, in your view where does it exclude  
 11 advance royalties, it just says royalty payments,  
 12 right?  
 13 MR. COOPER: Objection to the form, the  
 14 documents speaks for itself.  
 15 BY MR. KAPLAN:  
 16 Q You can answer.  
 17 A The document speaks for itself.  
 18 Q All the documents says is royalty  
 19 payments, correct?  
 20 A Correct.  
 21 Q Is there anything in this document, as you  
 22 understand it, that prohibits Stelor from paying you  
 23 advance royalties?  
 24 A No, not at all.  
 25 MR. COOPER: Object to the form.

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1 BY MR. KAPLAN:  
 2 Q Alright. Take a look at Schedule A. The  
 3 very last page of the agreement where it refers to  
 4 royalty rate.  
 5 A Okay.  
 6 Q Do we agree that the royalty rate is 6% of  
 7 the net sales?  
 8 A That's what it says.  
 9 Q And 3% of net sales based on derivative  
 10 products, right?  
 11 A Yes.  
 12 Q What do you understand derivatives to be?  
 13 A As explained on page 10, two pages over,  
 14 one page over.  
 15 Q What's your understanding of that  
 16 provision? What's a derivative under this  
 17 agreement?  
 18 A Whatever that provision states in this  
 19 agreement is what it is. Me giving you an  
 20 explanation of it is not going to serve any purpose.  
 21 This is engraved in stone, what it says right here  
 22 on this document and that's what we are going to  
 23 abide by.  
 24 Q But Stelor comes up with some kind of  
 25 technology, let's say, for example, Stelor creates a

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<p>1 search engine that's even better than Google Inc.'s.                  2 Google incorporates it.                  3 A A search engine?                  4 Q A search engine, yes. Do you think that's                  5 a derivative under this agreement?                  6 MR. COOPER: Object to the form.                  7 THE WITNESS: If used in conjunction with                  8 my characters, absolutely.                  9 BY MR. KAPLAN:                  10 Q And what if it's not?                  11 MR. COOPER: Object to the form.                  12 THE WITNESS: Then it would not be                  13 considered derivative.                  14 BY MR. KAPLAN:                  15 Q So Stelor under this agreement can engage                  16 in other businesses, develop other technologies.                  17 There is nothing that prevents Stelor from doing                  18 that, correct?                  19 MS. CALABRIA: Objection form?                  20 MR. COOPER: Object to form.                  21 THE WITNESS: The document speaks for                  22 itself the way it's interpreted. If you would                  23 like for me to read it on the record I'll be                  24 happy to do so.                  25</p>	<p>1 that question for you as a matter of fact. I                  2 never thought of that. That's something I need                  3 to explore. That's interesting.                  4 BY MR. KAPLAN:                  5 Q Now, turn back to paragraph 2 where it                  6 deals with compensation.                  7 A Okay.                  8 Q 3B relates to how the royalties are                  9 calculated, do you see that?                  10 A 3B, where are we, what page?                  11 Q Two.                  12 A Okay.                  13 Q It says, "The royalties shall be                  14 calculated on a quarterly calendar basis on                  15 collected funds." Do you agree that collected funds                  16 means the funds actually collected by Stelor?                  17 A Where are we now, sir?                  18 Q 3B.                  19 A I'm not reading what you are saying. I'm                  20 on page 2 at 3B and I'm right here.                  21 MR. COOPER: There is the word collective.                  22 BY MR. KAPLAN:                  23 Q "The royalty owed licensor shall be                  24 calculated on quarterly calendar basis on collected                  25 funds." My question is, do you agree that collected</p>
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<p>1 BY MR. KAPLAN:                  2 Q No. I'm asking for your understanding.                  3 A I can't give you that understanding. It's                  4 what it says in this agreement, and to my                  5 understanding based upon what Steve and I --                  6 Mr. Esrig and I agreed to, the derivatives would be                  7 basically anything that was used in conjunction with                  8 indirect or directly with the Google's property                  9 would be considered derivative.                  10 Q Sir, is there anything in the agreement as                  11 you understand it that prevents Stelor from engaging                  12 in businesses other than development of the Google                  13 From Goo?                  14 A That's a good question. I don't have that                  15 answer. I mean, I never thought about that.                  16 MR. COOPER: Object to the form.                  17 THE WITNESS: That's an interesting                  18 question as to whether or not.                  19 BY MR. KAPLAN:                  20 Q As you sit here today. As you sit here                  21 today do you have an understanding whether or not                  22 the license agreement prevents Stelor from engaging                  23 in other businesses?                  24 MR. COOPER: Object to the form.                  25 THE WITNESS: No. I really can't answer</p>	<p>1 funds refers to the funds actually collected by                  2 Stelor?                  3 A Yes.                  4 Q And it requires the payments to be no                  5 later than 30 days after the termination of the                  6 preceding full calendar quarter, correct?                  7 A Yes.                  8 Q So, for example, the first quarter of the                  9 year ends March -- how many days does March have 31,                  10 March 31st, so the payment is due at the end of                  11 April, correct?                  12 A Okay.                  13 Q And it's the same with respect to the                  14 second quarter?                  15 A Third and fourth.                  16 Q Second quarterly payment is due the end of                  17 July, correct?                  18 A Yes.                  19 Q Stelor has 30 days -- 30 day grace period,                  20 if you will, to make the payment, correct?                  21 A Correct.                  22 Q And paragraph 3C talks about a written                  23 royalty statement to be provided in connection with                  24 each payment, correct?                  25 A In a form acceptable to licensor.</p>

(Pages 110 to 113)

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1 Q Did you ever tell Stelor what form you  
2 required?  
3 A I never had an opportunity to.  
4 Q Stelor is provided with a number of  
5 royalty statements, correct?  
6 A Yes.  
7 Q Have you ever advised Stelor that the form  
8 is unacceptable?  
9 A I'm not sure whether my letters speaks to  
10 that or not. I need to do some research on that.  
11 Q Is the form of the royalty statements you  
12 have been provided every quarter since January 2005  
13 unacceptable?  
14 MR. COOPER: Object to the form.  
15 THE WITNESS: 2005? January 2005, I'm not  
16 sure how many quarterly royalty statements I  
17 received since January 2005.  
18 Certainly I have not received, to the best  
19 of my knowledge, all of the quarterly  
20 statements that I was supposed to have  
21 received.  
22 BY MR. KAPLAN:  
23 Q We will get to that in a minute. Put  
24 aside whether you received all or not. You  
25 certainly received some, correct?

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1 A Yes.  
2 Q And are the form -- is the form of the  
3 statements that you have received acceptable or not?  
4 MR. COOPER: Object to the form.  
5 THE WITNESS: Based upon the fact that  
6 there was no royalties due and owed it was just  
7 zero for the most part. I would have to say  
8 that the statements were okay.  
9 BY MR. KAPLAN:  
10 Q Turn the page if you would. Look at  
11 Section 3F referring to late payments, do you see  
12 that?  
13 A Okay.  
14 Q Do you agree that the license agreement  
15 specifically contemplates that payments may be late?  
16 MR. COOPER: Object to the form.  
17 THE WITNESS: Payments on royalties?  
18 BY MR. KAPLAN:  
19 Q Correct.  
20 A Okay.  
21 Q And the way the agreement deals with that  
22 is to impose interest at the rate of 1% per month,  
23 correct?  
24 MR. COOPER: Object to the form.  
25 THE WITNESS: Okay.

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1 BY MR. KAPLAN:  
2 Q I'm sorry, what was that answer?  
3 A Yes, okay, I agree.  
4 Q Do you agree there is no statement in this  
5 agreement that time is of the essence with respect  
6 to those payments?  
7 MR. COOPER: Objection to the form.  
8 THE WITNESS: I agree to that.  
9 BY MR. KAPLAN:  
10 Q Take a look at Article 4 dealing with  
11 audit. I understand you had an auditor engaged  
12 after the date of the settlement agreement to do an  
13 audit on Stelor, right?  
14 A I believe that's correct.  
15 Q What was the name of the firm?  
16 A I don't recall.  
17 Q Who engaged that auditor?  
18 A KTT law.  
19 Q Take a look at Section 5 dealing with  
20 warranties and obligations. 5A recites the  
21 representations and warranties that you made as a  
22 licensor under this agreement, right?  
23 A Uh-huh.  
24 Q Were those representations and warranties  
25 accurate at the time you made them?

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1 A Yes.  
2 Q Accurate as of the date of the agreement  
3 June 2002, right?  
4 A Yes.  
5 Q Are they still accurate today?  
6 A As far as I'm concerned, yes.  
7 Q Take a look at A3.  
8 MS. CALABRIA: I'm sorry, which?  
9 BY MR. KAPLAN:  
10 Q A3, "Licensor owns the exclusive rights in  
11 and to the licensed intellectual property." It goes  
12 on. Do you see that provision?  
13 A Uh-huh.  
14 Q Do you understand Google is making some  
15 claims in this lawsuit that that statement by you is  
16 not accurate. Do you agree?  
17 MR. COOPER: Object to the form.  
18 MS. CALABRIA: Object to form.  
19 THE WITNESS: I guess if that's what the  
20 lawsuit is about I assume that's accurate.  
21 BY MR. KAPLAN:  
22 Q Google is contesting your exclusive  
23 ownership to the rights covered by the intellectual  
24 property, right?  
25 MS. CALABRIA: Object to form.

(Pages 114 to 117)