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1 MR. COOPER: Object to the form.
 2 THE WITNESS: I believe that's an issue at
 3 hand, yes.
 4 BY MR. KAPLAN:
 5 Q And if Google wins in connection with that
 6 claim do you agree that would put you in breach of
 7 this warranty provision?
 8 MR. COOPER: Object to the form.
 9 THE WITNESS: I don't have that answer. I
 10 mean that's a legal answer to be answered.
 11 BY MR. KAPLAN:
 12 Q If Google wins its claim and your
 13 ownership of the trademark rights, the Google mark
 14 is invalidated, wouldn't that put you in breach of
 15 this representation, Mr. Silvers?
 16 MR. COOPER: Object to the form.
 17 THE WITNESS: It would appear that it
 18 would.
 19 BY MR. KAPLAN:
 20 Q Now, take a look at paragraph 6 if you
 21 would.
 22 MS. CALABRIA: Excuse me. What was
 23 Mr. Silvers' response?
 24 THE WITNESS: It would appear that it
 25 would.

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1 BY MR. KAPLAN:
 2 Q Take a look at paragraph 6, Article 6, are
 3 you there, page 4?
 4 A Uh-huh.
 5 MR. COOPER: Roman numeral VI down here.
 6 Notices quality control and samples.
 7 BY MR. KAPLAN:
 8 Q Specifically paragraph C.
 9 A Uh-huh.
 10 Q It says, "Prior to the commencement of
 11 manufacturer and sale of the licensed products
 12 licensee shall submit to licensor for his input at
 13 no cost to licensor a reasonable number of samples."
 14 Do you see that provision?
 15 A Uh-huh.
 16 Q And you complain as one of the basis for
 17 terminating the agreement that Stelor failed to
 18 comply with that provision, right?
 19 A That's correct.
 20 Q Now we agree -- or rather do we agree that
 21 the timing for Stelor's obligation to provide you
 22 with samples is prior to commencement of manufacture
 23 and sale of the products, right?
 24 MS. CALABRIA: Object to form.
 25 MR. COOPER: Object to the form.

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1 BY MR. KAPLAN:
 2 Q You can answer.
 3 A Yes, that's what it says, yes.
 4 Q So until Stelor starts to manufacture and
 5 sell products is it correct that Stelor has no
 6 obligation to show you samples?
 7 A No, that's not correct.
 8 Q Why not?
 9 A Read what it says, "Prior to the
 10 commencement of manufacturing" it could be a year,
 11 it could be six months, it could be two months.
 12 They have to have prototypes made before they could
 13 manufacture. So it says prior to the commence of
 14 manufacturing. It doesn't mean the day before, two
 15 days before, and the sale of licensed product.
 16 Q Is it fair to say the provision fails to
 17 specify exactly how long prior to the commencement
 18 of manufacture and sale samples have to be provided
 19 to you?
 20 MR. COOPER: Object to the form.
 21 THE WITNESS: I think a reasonable and
 22 prudent person would know that's not the day
 23 before manufacture. So I would have to say
 24 that it's not spelled out specifically, but a
 25 reasonably prudent person that would be reading

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1 this would know that prior to the commencement
 2 of manufacturing I should have been provided
 3 with adequate samples for my input.
 4 BY MR. KAPLAN:
 5 Q So basically you are saying it's a
 6 reasonable time prior to the commencement of
 7 manufacturing, right?
 8 A I think so, yes.
 9 MR. COOPER: Object to the form.
 10 THE WITNESS: Yes.
 11 BY MR. KAPLAN:
 12 Q What do you think a reasonable time is?
 13 A 30 days.
 14 Q Take a look at paragraph 8 of the
 15 agreement, intellectual property protection.
 16 MR. COOPER: Sorry, paragraph 8 or Section
 17 8.
 18 MR. KAPLAN: Section 8. Thank you. What
 19 do you want me to call them paragraphs,
 20 articles?
 21 MR. COOPER: Sections.
 22 BY MR. KAPLAN:
 23 Q Sections, okay. Section 8, 8A, "Licensor
 24 hereby grants licensee all right, power, interest to
 25 seek, obtain and maintain all intellectual property

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1 rights associated with the licensed intellectual
 2 property and licensed trademarks, licensed
 3 copyrights and any other intellectual property
 4 rights granted herein." Do you agree that's a
 5 pretty broad grant of rights to the licensee?
 6 MR. COOPER: Object to the form.
 7 THE WITNESS: Yes.
 8 BY MR. KAPLAN:
 9 Q Essentially you gave the licensee all
 10 rights and powers with respect to the protection of
 11 the intellectual property, is that fair to say?
 12 MR. COOPER: Object to the form.
 13 THE WITNESS: The document speaks for
 14 itself.
 15 BY MR. KAPLAN:
 16 Q Is that your understanding?
 17 A Yes.
 18 Q Why did you do that?
 19 A That's what Stelor and I agreed to through
 20 our negotiations between our lawyers.
 21 Q And you wanted Stelor to be responsible
 22 for protecting the intellectual property, right?
 23 A Yes. So long -- yes.
 24 Q You wanted Stelor to have that
 25 responsibility and not you, correct?

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1 A That's what the document states.
 2 Q And as part and parcel of that you agreed
 3 to stay out of Stelor's way with respect to the
 4 protection of the property, right?
 5 MR. COOPER: Object to the form.
 6 THE WITNESS: So long as Stelor did not
 7 breach the caveats and the agreement and lived
 8 and abided by the other caveats they had that
 9 exclusive right to do that. When they failed
 10 to properly, you know, carry forth the
 11 obligations to me that clause and every other
 12 clause became knowledgeable.
 13 BY MR. KAPLAN:
 14 Q In other words, when you purported to
 15 terminate the agreement, right?
 16 A When I actually terminated the agreement.
 17 Q But until the time you claim to have
 18 terminated the agreement you agree with me that the
 19 sole right and power to protect the intellectual
 20 property was Stelor's and that you were obligated to
 21 stay out of Stelor's way, correct?
 22 MR. COOPER: Object to the form.
 23 THE WITNESS: I'm going to defer to what
 24 the document states. If the document reads
 25 that then that's what it is.

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1 MS. CALABRIA: Kevin, just for
 2 clarification, when you say termination what do
 3 you mean, what date?
 4 MR. KAPLAN: Thanks Johanna. Just so we
 5 are clear here.
 6 BY MR. KAPLAN:
 7 Q I'm referring to your April 27, 2005
 8 letter purporting to terminate the license. Has
 9 that been your understanding as I have been asking
 10 the questions?
 11 A Is that when the settlement agreement was
 12 declared null and void?
 13 Q Yes.
 14 A I remember a date in November, I remember
 15 a date in January and I remember a date in April.
 16 So November was the first letter, then there was a
 17 cure in January and there was a final breach in
 18 April; is that correct?
 19 Q Let me just show you. I'll mark this in a
 20 minute. The April 27, 2005 letter from your lawyers
 21 at Cozyak Tropin to Steve Esrig. Do you recall that
 22 letter, sir?
 23 A Yes, I saw a copy of that letter.
 24 Q Pursuant to that letter you purported to
 25 terminate the license agreement effective

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1 immediately, correct?
 2 A Was this before the first termination?
 3 There was a initial termination then there was a
 4 settlement and then there was a second termination.
 5 MR. COOPER: Read the first paragraph.
 6 THE WITNESS: On November 12 --
 7 (Pause.)
 8 THE WITNESS: So the answer is no. It was
 9 not April 27th. It was effective back on
 10 November 12, 2004.
 11 BY MR. KAPLAN:
 12 Q Give me that back. We will get to this in
 13 sequence.
 14 Take a look at Section 8E of the license
 15 agreement.
 16 (Pause.)
 17 BY MR. KAPLAN:
 18 Q Last sentence says, "During the term of
 19 this agreement licensor," that's you, "shall not
 20 initiate or maintain any relationship or
 21 conversation -- conversations with licensee's
 22 current or prospective clients, vendors, any company
 23 relationships with the media, press, et cetera,
 24 without the prior express written request by
 25 licensee."

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1 A Okay.
 2 Q Have you done anything covered by that
 3 provision since April 2005?
 4 MR. COOPER: Object to the form.
 5 THE WITNESS: I'm not following what you
 6 are asking me now.
 7 BY MR. KAPLAN:
 8 Q Have you taken any action to initiate or
 9 maintain relationships or conversations with any of
 10 Stelor's current or prospective clients or vendors?
 11 A Since the termination?
 12 Q Correct.
 13 A I can't recall.
 14 Q Have you done anything with respect to the
 15 intellectual property since April 2005?
 16 MR. COOPER: Object to the form.
 17 MS. CALABRIA: I join in that objection.
 18 THE WITNESS: Me personally?
 19 BY MR. KAPLAN:
 20 Q Yes.
 21 A I think it was an issue where the DNS was
 22 supposedly changed where I took the initiative to
 23 take back the web -- the domain name based upon the
 24 termination of Stelor Productions so that I could
 25 then continue to maintain -- develop the property.

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1 Q And you did that, correct?
 2 A I attempted to do that.
 3 Q And you were unsuccessful, correct?
 4 A That's correct.
 5 Q Have you done anything else to attempt to
 6 develop the property since then?
 7 A Not that I can recall, no.
 8 Q When did you attempt to take back the
 9 domain name. I don't recall. It had to be after
 10 the breach. The breach was after this April 5th
 11 letter.
 12 Q Are you sure it was after the letter?
 13 A I'm not sure. I would think it would have
 14 to have been.
 15 Q Take a look at Section 9 of the agreement.
 16 Right to terminate on notice. Would you read that
 17 provision?
 18 A 9? "Right to terminate on notice. This
 19 agreement may be terminated by either party upon 60
 20 days written notice to the other party in the event
 21 of a breach of a material provision of this
 22 agreement by the other party provided that during
 23 the 60-day period the breaching party fails to cure
 24 such breach."
 25 Q Is there anything unclear in that

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1 provision to you?
 2 A No.
 3 Q It's clear from that provision that before
 4 you could terminate the agreement you've got to
 5 specify in writing to Stelor how you believe it's
 6 breached the agreement, correct?
 7 A Yes.
 8 Q It's also clear pursuant to this provision
 9 that the breach that you specify in writing must be
 10 material, correct?
 11 A Yes.
 12 Q What does material mean to you?
 13 MR. COOPER: Object to the form.
 14 THE WITNESS: A substantive or substantial
 15 breach that would otherwise render the
 16 agreement null and void.
 17 BY MR. KAPLAN:
 18 Q Something more than just a minor breach,
 19 right?
 20 A Up to the interpretation of the court what
 21 might be minor to Stelor may be major to me.
 22 Q Fair to say the reason for that provision
 23 is to give Stelor an opportunity to fix or cure what
 24 you believe the breach is?
 25 A If in fact, the breach or alleged breaches

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1 are in fact curable ones. If they were not curable
 2 ones it would serve no purpose. Once the bell has
 3 rung you can't undo the sound of the ring.
 4 Q Well, the agreement requires you to
 5 provide written notice regardless of whether you
 6 think the breach is curable or not, correct?
 7 A Yes.
 8 Q Is it fair to say that this provision
 9 really benefits Stelor, protects Stelor by giving
 10 the opportunity to cure?
 11 A Yes.
 12 Q And that's because Stelor at least
 13 according to the next section of the agreement 9B,
 14 Stelor can terminated agreement at any time on 30
 15 days written notice, right?
 16 A Yes. Yes.
 17 Q Does Stelor have to give any opportunity
 18 for you to cure?
 19 MR. COOPER: Object to the form.
 20 THE WITNESS: I don't see anything there.
 21 BY MR. KAPLAN:
 22 Q Stelor can terminate for any reason,
 23 right?
 24 A Yes.
 25 Q Stelor can terminate even without a

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<p>1 reason, right?</p> <p>2 A I think so, according to that language.</p> <p>3 Q Is it fair to say that the relationship</p> <p>4 under this license agreement between you and Stelor</p> <p>5 was somewhat complex?</p> <p>6 MR. COOPER: Object to the form.</p> <p>7 MS. CALABRIA: I join.</p> <p>8 THE WITNESS: I would have to say so.</p> <p>9 BY MR. KAPLAN:</p> <p>10 Q There is a number of obligations that are</p> <p>11 not always clear cut, is that fair to say?</p> <p>12 MR. COOPER: Objection to the form.</p> <p>13 MS. CALABRIA: Object to form.</p> <p>14 THE WITNESS: The document speaks for</p> <p>15 itself.</p> <p>16 BY MR. KAPLAN:</p> <p>17 Q Well, is that consistent with your</p> <p>18 understanding of the relationship?</p> <p>19 A In some regards, yes.</p> <p>20 Q Alright. So is it fair to say there is</p> <p>21 room for disagreement or potential for disagreement</p> <p>22 between you and Stelor about whether Stelor is</p> <p>23 performing it's obligations under the license</p> <p>24 agreement?</p> <p>25 MR. COOPER: Object to the form.</p>	<p>1 themselves as far as the letters and the timing.</p> <p>2 MR. COOPER: Whenever you get finished</p> <p>3 with this document let's take a restroom break</p> <p>4 when you get a chance.</p> <p>5 BY MR. KAPLAN:</p> <p>6 Q Take a look at Section 9 of the agreement,</p> <p>7 infringements?</p> <p>8 MR. COOPER: That's 11.</p> <p>9 MR. KAPLAN: I'm sorry. I have trouble</p> <p>10 with Roman numerals.</p> <p>11 MS. CALABRIA: Where are you?</p> <p>12 MR. KAPLAN: 11, infringements.</p> <p>13 MS. CALABRIA: Thanks.</p> <p>14 BY MR. KAPLAN:</p> <p>15 Q This provision, especially Section 8</p> <p>16 provides that, "The licensee, that's Stelor, shall</p> <p>17 have the sole right in its discretion and at its</p> <p>18 expense to take any and all actions against third</p> <p>19 persons to protect the intellectual property</p> <p>20 rights," correct? Did I read it right?</p> <p>21 A One moment.</p> <p>22 (Pause.)</p> <p>23 MR. COOPER: Objection, the document</p> <p>24 speaks for itself.</p> <p>25 THE WITNESS: Okay. So I'll join in with</p>
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<p>1 THE WITNESS: I guess that would be up to</p> <p>2 the interpretation of the jury or the court.</p> <p>3 BY MR. KAPLAN:</p> <p>4 Q But you recognize that possibility existed</p> <p>5 at the time you entered into the agreement, right?</p> <p>6 MR. COOPER: Object to the form.</p> <p>7 THE WITNESS: Not at the time I entered</p> <p>8 into the agreement. It only surfaced as the</p> <p>9 agreement became -- as it became apparent that</p> <p>10 the agreement was not being kept by Stelor</p> <p>11 Productions.</p> <p>12 BY MR. KAPLAN:</p> <p>13 Q Isn't it fair to say that the agreement by</p> <p>14 requiring you to give Stelor notice of what you</p> <p>15 think is a breach and an opportunity to cure insures</p> <p>16 that you can try to work out any disagreement over</p> <p>17 performance at least for a 60-day period before the</p> <p>18 agreement gets terminated?</p> <p>19 A I did that on a number of occasions until</p> <p>20 I got tired of doing it, especially when I was not</p> <p>21 paid on time. And in other areas where the breaches</p> <p>22 were incurable because the damage was already done</p> <p>23 it could not be undone.</p> <p>24 And I believe that there was proper</p> <p>25 notice given and the documents speak for</p>	<p>1 my counsel, the document speaks for itself.</p> <p>2 BY MR. KAPLAN:</p> <p>3 Q And I read it correctly, right?</p> <p>4 A Yes.</p> <p>5 Q Now, you filed suit yourself against</p> <p>6 Google, correct?</p> <p>7 A I believe so, yes.</p> <p>8 Q And that's a suit against a third person</p> <p>9 to protect the intellectual property rights,</p> <p>10 correct?</p> <p>11 A Yes.</p> <p>12 Q So if the agreement is still in effect and</p> <p>13 I know you dispute that, would you agree that your</p> <p>14 filing of the suit against Google violates the</p> <p>15 agreement?</p> <p>16 MR. COOPER: Object to the form.</p> <p>17 BY MR. KAPLAN:</p> <p>18 Q You can answer.</p> <p>19 A The document speaks for itself.</p> <p>20 Q What's your understanding, sir?</p> <p>21 A The document speaks for itself.</p> <p>22 Q If the agreement were in effect only</p> <p>23 Stelor could sue Google, correct?</p> <p>24 MR. COOPER: Object to form.</p> <p>25 MS. CALABRIA: I'm sorry, what was that</p>

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1 question?
 2 BY MR. KAPLAN:
 3 Q If the agreement were still in effect only
 4 Stelor could sue Google for trademark infringement;
 5 correct?
 6 MS. CALABRIA: Object to the form.
 7 MR. COOPER: Object to form.
 8 THE WITNESS: I repeat my answer. The
 9 document speaks for itself.
 10 BY MR. KAPLAN:
 11 Q I'm asking for your understanding,
 12 Mr. Silvers. You need to answer my question.
 13 A I don't need to answer your question other
 14 than to say to you that the document speaks for
 15 itself. You read it under infringements. If that's
 16 your interpretation of it then I'm not going to give
 17 you a yes or no answer when we have a contract and
 18 it says whatever it says there that's what it says.
 19 Q Would that -- does that provision permit
 20 you to bring a trademark infringement action against
 21 Google?
 22 MS. CALABRIA: Object to the form.
 23 MR. COOPER: Object to form.
 24 THE WITNESS: If the settlement -- if the
 25 license agreement were to be reinstated, is

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1 that your question?
 2 BY MR. KAPLAN:
 3 Q Answer that question.
 4 MR. COOPER: Object to the form.
 5 MS. CALABRIA: Object to the form only
 6 because I have lost the question at this point.
 7 BY MR. KAPLAN:
 8 Q You can answer, Mr. Silvers.
 9 A I would have to say that if Stelor chose
 10 not to protect my intellectual property rights by
 11 any third party that infringed on it because it uses
 12 the word option, it uses the word at its discretion.
 13 So assuming that at it's discretion
 14 Stelor decided not to protect my intellectual
 15 property rights that would be, in my opinion, a
 16 violation of the agreement and I would in turn
 17 have the right to institute any such action.
 18 So I'll just defer to the language in
 19 the contract and let the court decide how that
 20 language is to be interpreted.
 21 Q Okay. Now, in fact if you turn the page
 22 and look at Section 9B.
 23 A Okay.
 24 Q That says --
 25 MR. COOPER: Where?

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1 MR. KAPLAN: 9B, page 7, next page.
 2 MR. COOPER: You are not looking at 9.
 3 MR. KAPLAN: I'm sorry, 11. I did it
 4 again, 11B, excuse me. The scary thing is
 5 Mr. Silvers understood me.
 6 THE WITNESS: It actually says 12.
 7 MR. COOPER: Are you looking at 12B or
 8 11B?
 9 MR. KAPLAN: 12B.
 10 MS. CALABRIA: What paragraph are you
 11 looking at?
 12 MR. KAPLAN: 12B, top of page 7.
 13 BY MR. KAPLAN:
 14 Q "Licensor," that's you, "agrees to
 15 indemnify and hold harmless licensee," that's
 16 Stelor, right?
 17 A Yes.
 18 Q "Against all costs, expenses and losses
 19 incurred through claims of third parties against
 20 licensee based on or arising from any infringement,
 21 misappropriations involving the licensed
 22 intellectual property, the licensed trademarks."
 23 Correct me if I'm wrong, but don't you
 24 understand that provision to require you to
 25 indemnify Stelor in this action that's brought

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1 against Stelor by Google?
 2 MR. COOPER: Object to the form.
 3 THE WITNESS: The document speaks for
 4 itself.
 5 BY MR. KAPLAN:
 6 Q Do you agree that the license agreement
 7 imposes an obligation on you to indemnify Stelor if
 8 Stelor is sued by a third party for infringement?
 9 A That's a legal question that I'm not
 10 scholar enough to answer so I'm going to defer to
 11 the document and the document speaks for itself.
 12 Q But you know that Google is suing you for
 13 trademark infringement, right?
 14 A Yes.
 15 Q And you know that Google is suing Stelor
 16 for trademark infringement, right?
 17 A Yes.
 18 Q Under this provision of the license
 19 agreement as you understand it, do you have to
 20 indemnify Stelor in its defense of the claims
 21 brought by Google?
 22 MS. CALABRIA: Objection, asked and
 23 answered.
 24 MR. COOPER: Object to the form.
 25 THE WITNESS: The document, Kevin Kaplan,

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1 speaks for itself. I'm not a lawyer. I don't
 2 have the answer to that question right now.
 3 The document speaks for itself.
 4 BY MR. KAPLAN:
 5 Q Do you have an understanding, sir?
 6 A No, I don't, okay.
 7 Q Are you prepared to indemnify Stelor?
 8 MR. COOPER: Object to the form.
 9 THE WITNESS: If that's what is determined
 10 by the court that has to be done in the event
 11 that this caveat has to be implemented then
 12 I'll have to abide by the court's order.
 13 MR. KAPLAN: Alright. Let's take a break.
 14 Short.
 15 VIDEO OPERATOR: We are off the record.
 16 (Thereupon, a brief recess was
 17 taken.)
 18 VIDEO OPERATOR: We are on the record.
 19 BY MR. KAPLAN:
 20 Q Mr. Silvers, I have handed you what I have
 21 marked as Exhibit 104 for identification. Do you
 22 recognize that as your consultant agreement with
 23 Stelor?
 24 (Deposition Exhibit No. 104 was
 25 marked for identification.)

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1 THE WITNESS: Yes.
 2 BY MR. KAPLAN:
 3 Q That's your signature on page 4?
 4 A Uh-huh, yes.
 5 Q What exactly did you do as a consultant
 6 for Stelor?
 7 A What they allowed me to do.
 8 Q Which was what?
 9 A Very little.
 10 Q Look at paragraph 1B which lays out the
 11 payment terms.
 12 A Okay.
 13 Q You got a signing bonus of 10,000,
 14 correct?
 15 A Yes.
 16 Q That was paid, correct?
 17 A Yes.
 18 Q You got a monthly fee of \$5,500 for the
 19 first 12 months, right?
 20 A Yes. That's what it says, correct.
 21 Q That was paid in full, correct?
 22 MR. COOPER: Object to the form.
 23 THE WITNESS: I believe so, yes.
 24 BY MR. KAPLAN:
 25 Q So that adds up to \$66,000; is that

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1 correct?
 2 A I believe so, yes.
 3 Q And in addition you got a monthly fee of
 4 \$6,000 for another 18 months, correct?
 5 A Yes.
 6 Q By my calculation that adds up to
 7 \$108,000, right?
 8 A Okay.
 9 Q On top of that you also got \$300 a month
 10 to reimburse you for health insurance, right?
 11 A That's what it says in the agreement, but
 12 that's not what took place, I don't believe. That's
 13 what it says in the agreement.
 14 Q Do you dispute you were paid \$300 a month
 15 for health insurance per the terms of the agreement?
 16 A I dispute that I was not paid it timely
 17 and that I had to fight for the balance of the
 18 settlement agreement, but I will say that what this
 19 document says at B is what I agreed, and for the
 20 most part was eventually all paid.
 21 Q The term of the agreement was 30 months,
 22 right?
 23 A I believe so.
 24 Q That's what it says on page 3 under
 25 section five, term and termination, right?

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1 A Okay.
 2 Q "This agreement shall commence upon
 3 execution and it shall have a term of 30 months,"
 4 correct.
 5 A Yes.
 6 Q By my count that runs to December 2004,
 7 right?
 8 A I believe that's correct.
 9 Q So you agree that this letter agreement
 10 expired by its own terms in December of 2004?
 11 A Yes.
 12 Q So during the term of the agreement or in
 13 connection with the agreement you got a \$10,000
 14 signing bonus, you got \$66,000 in consulting fees
 15 for the first 12 months, another \$108,000 during the
 16 next 18 months, and a total of \$9,000 for health
 17 insurance reimbursements, right?
 18 A No. I didn't get the -- I don't believe I
 19 got the insurance reimbursement. Somehow that
 20 stopped for some reason, I can't recall, and then I
 21 had to fight for that later on and the settlement
 22 where they paid me a lump sum that they I believe
 23 were not going to pay me for and that was settled.
 24 And I also -- let me finish, if I may.
 25 I also never to this day received my option shares

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1 of Stelor stock which you made reference to in B.
 2 Q I'm just asking about the money. I'll
 3 come back to the options in a second.
 4 A Okay.
 5 Q By my calculations you were to get
 6 \$203,000 under this agreement?
 7 A The document speaks for itself. I don't
 8 have a calculator. So if that's what you are adding
 9 up that's what it is. I'm not going to dispute
 10 that. I tell you I got paid every penny --
 11 MR. COOPER: Let him ask his question.
 12 BY MR. KAPLAN:
 13 Q Assuming the amount is \$203,000 and I did
 14 the math correctly, how much did you get?
 15 A I got the full amount.
 16 Q And you complain about not getting
 17 options; is that correct?
 18 A It's not a complaint, it's a fact. There
 19 was no options provided to me as promised in this
 20 agreement.
 21 Q In fact, what the agreement says is,
 22 "Stelor will write an agreement with consultant
 23 granting him options for 1,000 shares of Stelor
 24 stock under Stelor's stock option plan," right?
 25 A Keep reading.

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1 Q Did I read that sentence correctly?
 2 A That sentence you read correctly.
 3 Q Did Stelor write such an agreement?
 4 A No, not to my knowledge and certainly not
 5 during this engagement period.
 6 Q Do you dispute that Stelor provided you an
 7 agreement for the options?
 8 A I dispute the fact that they provided me
 9 agreement for the options after the fact of
 10 termination not during any time during the
 11 agreement, that's a fact.
 12 Q Take a look at the second page, paragraph
 13 3B.
 14 A Okay.
 15 Q That prohibits you from engaging in any
 16 business, trade or profession that competes in any
 17 way with the company's business, do you see that?
 18 A Yes.
 19 Q Have you complied with that provision?
 20 A I believe I have.
 21 Q Have you done anything since December 2004
 22 to compete with Stelor's business?
 23 A Not after the one year option period
 24 expired.
 25 Q I'm sorry, say that again.

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1 A Not after the one year option period
 2 expired. It says here, "During the term of this
 3 agreement and for a period of one year after the
 4 termination of expiration of this agreement." I
 5 certainly complied with that. After the year was
 6 over to this day I don't believe that I violated
 7 this. But even if I did after the year --
 8 MR. COOPER: Just answer his question.
 9 THE WITNESS: Okay.
 10 BY MR. KAPLAN:
 11 Q Take a look at paragraph 6 on page 3.
 12 A Okay.
 13 Q Now that says generally that you had
 14 access to proprietary information from the company.
 15 Did you?
 16 A I don't believe I was presented with
 17 proprietary information. They kept a lot of things
 18 from me. I can't recall what proprietary
 19 information they may have shared with me in any
 20 regard. I was basically kept out of the loop and I
 21 don't recall receiving any proprietary information.
 22 Q Did you get any information from Stelor
 23 during the period of this agreement?
 24 A I'm sure they provided me with some
 25 information. I can't recall at this time what

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1 information that might have been.
 2 Q Do you still have that information?
 3 A I don't recall what information it would
 4 be.
 5 Q Did you get any documents from Stelor
 6 during the term of the agreement?
 7 A I believe so.
 8 Q Do you still have those documents?
 9 A I believe so.
 10 Q Have you kept those documents in trust?
 11 A No. I don't know what that means. What
 12 does that mean?
 13 MR. COOPER: I'll object to the form.
 14 BY MR. KAPLAN:
 15 Q Have you kept those documents in
 16 confidence?
 17 MR. COOPER: Object to the form.
 18 THE WITNESS: Other than what may have
 19 been disseminated to the court or a matter of
 20 public record I believe I have.
 21 BY MR. KAPLAN:
 22 Q In what document specifically are those?
 23 A I would gather the royalty statements, the
 24 contract.
 25 MR. COOPER: Object to the forms of the

(Pages 142 to 145)

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1 last question.
 2 THE WITNESS: The contracts that I was
 3 provided. I can't recall any other documents.
 4 Maybe there were others but I can't recall at
 5 this time.
 6 BY MR. KAPLAN:
 7 Q Are those documents all in your office at
 8 home now?
 9 A Probably some of them are and I don't know
 10 what's still left at the offices of the lawyer.
 11 I believe the royalty statements of my
 12 contracts are in my possession.
 13 Q Are the documents either in your office at
 14 home or in your lawyer's possession?
 15 A I would believe so, yes.
 16 Q Which lawyer?
 17 A Excuse me. It would be KTT law.
 18 Q Would you hand me that exhibit back
 19 please.
 20 A (Witness complies.)
 21 Excuse me, can I see that one more time,
 22 please. There you go.
 23 Q Let me hand you what I'm marking as
 24 Exhibit 105.
 25

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1 (Deposition Exhibit No. 105 was
 2 marked for identification.)
 3 BY MR. KAPLAN:
 4 Q Which is a document entitled, Composer
 5 Agreement. Take a look at that and let me know if
 6 you can identify it?
 7 MS. CALABRIA: Kevin, what is 105?
 8 MR. KAPLAN: It's the Composer Agreement.
 9 MS. CALABRIA: I don't think I have a copy
 10 of that. What was the agreement?
 11 MR. KAPLAN: Composer Agreement dated
 12 August 19, 2003?
 13 MS. CALABRIA: Is that part of the
 14 pleadings?
 15 MR. KAPLAN: I'm not sure offhand Johanna.
 16 I think it's been filed before.
 17 MS. CALABRIA: Can you send me a copy,
 18 please, and then we will take a break. I'll get
 19 a copy that I can receive.
 20 MR. KAPLAN: It's not going to take long
 21 to question about it.
 22 MS. CALABRIA: Yes, but I don't have copy,
 23 Kevin, and we could have resolved it before and
 24 we didn't, so I would appreciate a copy so I
 25 can follow along.

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1 MR. KAPLAN: I'm sorry, I got a limited
 2 time, Johanna. I'm working with you as best I
 3 can to get you documents. You chose to appear
 4 by phone. I'm happy to do what I can, but I'm
 5 not going to take a break.
 6 MS. CALABRIA: Okay. We weren't told
 7 about this deposition until two days before.
 8 We didn't object to it assuming you would
 9 cooperate as well. So I would like a copy of
 10 the exhibit. I'm doing the best I can to
 11 follow along through our pleading but this one
 12 I don't have. I'm entitled to see it.
 13 MR. KAPLAN: Okay. As soon as we take a
 14 break I'll be happy to fax it to you.
 15 BY MR. KAPLAN:
 16 Q Take a look at this document, Mr. Silvers.
 17 Tell me -- I got lost in the argument. Did you
 18 identify it?
 19 A Yes.
 20 MS. CALABRIA: Object to form.
 21 BY MR. KAPLAN:
 22 Q It's a Composure Agreement that you
 23 entered into with Stelor?
 24 MS. CALABRIA: Object to form.
 25

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1 BY MR. KAPLAN:
 2 Q You can answer.
 3 A Yes.
 4 Q As I understand it it refers to one
 5 composition; is that correct?
 6 MS. CALABRIA: Object to form.
 7 THE WITNESS: Why don't you just have your
 8 secretary fax this to her so she doesn't have
 9 to keep objecting to form.
 10 BY MR. KAPLAN:
 11 Q She can object to form.
 12 A It's a waste of time, though.
 13 Q No. You still have to answer the
 14 question. Go ahead. It refers to one specific
 15 composition, correct?
 16 A Yes.
 17 MS. CALABRIA: Object to form.
 18 BY MR. KAPLAN:
 19 Q That composition is the Googles From Goo,
 20 right?
 21 MS. CALABRIA: Objection form.
 22 THE WITNESS: I'm not answering any more
 23 question until she gets a copy of the document.
 24 You can fax it to her and make it easy so we
 25 don't have to listen to her objecting, okay.

(Pages 146 to 149)

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1 MR. KAPLAN: No. It's not okay.
 2 THE WITNESS: Well, then, I'm not going to
 3 answer the questions.
 4 MR. KAPLAN: I'll ask them for the record
 5 anyhow.
 6 BY MR. KAPLAN:
 7 Q As I understand it Exhibit A1 references
 8 the composition that's covered by the agreement, is
 9 that right?
 10 MR. COOPER: Objection, document speaks
 11 for itself.
 12 BY MR. KAPLAN:
 13 Q Mr. Silvers, are you refusing to answer my
 14 question?
 15 MR. COOPER: Answer his question, please.
 16 THE WITNESS: The document speaks for
 17 itself.
 18 BY MR. KAPLAN:
 19 Q Is the only song covered by this
 20 agreement. As you understand it, from Googles From
 21 Goo?
 22 A The document speaks for itself.
 23 Q So then please answer my question yes or
 24 no.
 25 A The document speaks for itself.

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1 Q We are going to end up in front of the
 2 court on a motion to compel you to answer. Why are
 3 we standing on the ceremony?
 4 A The document speaks for itself. You can
 5 read the document. It speaks for itself.
 6 Q I'm asking for your understanding of the
 7 document. This is the easy part of the deposition.
 8 We are going to get to the hard part in a little
 9 bit. Is it your understanding that the only --
 10 A You are being cute now? Is that what you
 11 are doing, you are being cute now?
 12 Q I'm not being cute. I'm trying to get you
 13 to answer a simple question.
 14 A What was the reason for that kind of
 15 remark? Mr. Esrig is smiling, laughing about it.
 16 Q You are giving me a hard time on what
 17 should be a simple question.
 18 A I basically asked you to fax Ms. Calabria
 19 a copy of this document that she is entitled to.
 20 All you got to do is tell your secretary to fax it.
 21 MR. KAPLAN: I'm going to fax it to her as
 22 soon as we take a break. I want to ask three
 23 simple questions about this document and then
 24 we will be done. Answer my question.
 25 THE WITNESS: Please.

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1 BY MR. KAPLAN:
 2 Q Please. I asked you please six times.
 3 Is it your understanding that the only
 4 composition covered by this agreement is the
 5 Googles From Goo?
 6 MS. CALABRIA: Object to form.
 7 THE WITNESS: Yes.
 8 BY MR. KAPLAN:
 9 Q Is that song being used, to your
 10 knowledge?
 11 MS. CALABRIA: Object to form.
 12 THE WITNESS: I have no idea if it's being
 13 used or not. It may or may not be.
 14 BY MR. KAPLAN:
 15 Q Do you have any basis -- do you claim that
 16 it's being used?
 17 MS. CALABRIA: Object to form.
 18 THE WITNESS: I don't have any idea
 19 whether this song is being used or not. I have
 20 never been privy to any of this from the Stelor
 21 Productions. So I don't know if it's being
 22 used or not.
 23 BY MR. KAPLAN:
 24 Q Is this song included on the music that's
 25 downloadable from i-Tunes?

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1 MS. CALABRIA: Object to form.
 2 THE WITNESS: I don't believe so.
 3 MR. KAPLAN: Can I have the agreement
 4 back.
 5 THE WITNESS: Thank you.
 6 BY MR. KAPLAN:
 7 Q Do you contend Stelor breached this
 8 agreement?
 9 MS. CALABRIA: Object to form.
 10 THE WITNESS: I would have no way of
 11 knowing because I don't know if they received
 12 royalties that I was otherwise entitled to. So
 13 to that effect if it was then I do contend that
 14 it was breached. And if it wasn't and they
 15 don't owe me royalty then it was not breached.
 16 BY MR. KAPLAN:
 17 Q Sir, yes or no, do you think Stelor
 18 breached the agreement, yes or no?
 19 MR. COOPER: Objection, asked and
 20 answered.
 21 MS. CALABRIA: Object to form.
 22 THE WITNESS: I don't know.
 23 BY MR. KAPLAN:
 24 Q Alright. Let me show you what I'm marking
 25 as Exhibit 106 which appears to be a copy of the

(Pages 150 to 153)

Page 154	Page 156
<p>1 complaint that Stelor filed against you in or about 2 October of 2004, case number 04-80954. 3 (Deposition Exhibit No. 106 was 4 marked for identification.) 5 BY MR. KAPLAN: 6 Q Take a look at that document and let me 7 know when you are done. 8 (Pause.) 9 Q Now, you were served with this complaint 10 in or about November of 2004, Mr. Silvers? 11 A I don't recall, may have been. 12 Q I'll tell you what, I'll go ahead and mark 13 as Exhibit 107 a printout of the Pacer docket for 14 that lawsuit. Go ahead and take a look at that. 15 (Deposition Exhibit No. 107 was 16 marked for identification.) 17 THE WITNESS: Stanley Bailey. 18 BY MR. KAPLAN: 19 Q According to this docket, Mr. Silvers, the 20 lawsuit was served on you on or about 10/25/04, 21 that's docket entry number 11. Does that sound 22 correct to you? 23 A If that's what it says, yes. 24 Q You hired the firm of Kozyak Tropin to 25 represent you in that case?</p>	<p>1 12th document that you got from me. 2 MS. CALABRIA: I have that document and I 3 didn't receive any documents from you, but 4 thanks. 5 BY MR. KAPLAN: 6 Q Mr. Silvers, do you recognize this letter? 7 A Yes. 8 Q Alright, and can you confirm as we sit 9 here today having reviewed the document the docket 10 sheet from the prior lawsuit? This was a letter 11 that your lawyer sent after you were served with 12 that complaint, correct? 13 A I believe so. 14 Q This is a default letter under the license 15 agreement, right? 16 A Right. 17 Q The purpose of this letter was to put 18 Stelor on notice of certain defaults that you 19 believed existed, correct? 20 A Yes. 21 Q And, in fact, in the first paragraph of 22 the letter you specifically reference paragraph 9A 23 of the agreement. That's the termination provision 24 that we looked at before, right? 25 A Where is this now, 9A?</p>
Page 155	Page 157
<p>1 A I believe so. 2 Q In fact, they appeared in the case on or 3 about November 2nd according to the docket sheet; is 4 that right? 5 MR. COOPER: Can we move on? His reading 6 ability is not really an issue here. 7 BY MR. KAPLAN: 8 Q Is that consistent with your recollection? 9 A I think so, yes. 10 MS. CALABRIA: Kevin, have you marked the 11 docket sheet or you are just referring to it? 12 MR. KAPLAN: I marked it. 13 MS. CALABRIA: Is that 107. 14 MR. KAPLAN: Correct. 15 BY MR. KAPLAN: 16 Q Would you hand me back Exhibit 106, 17 please. 18 A You are done with this? 19 Q I'm done with that. 20 Now, let me show you what I'm marking as 21 Exhibit 108, which appears to be a November 12, 22 2004 letter from Cozyak Tropin to Mr. Esrig. 23 (Deposition Exhibit No. 108 was 24 marked for identification.) 25 MR. KAPLAN: Johanna, I think that's the</p>	<p>1 Q First paragraph of the letter. 2 A Failure to pay royalties. 3 Q No. "We represent Steven Silvers." Next 4 sentence. 5 A Okay. 6 Q Pursuant to. 7 A Right. 8 Q You reference paragraph 9A of the license 9 agreement, correct? 10 A Okay. 11 Q Let me hand you the license agreement, 9A 12 of Exhibit 103 is the provision relating to notice 13 and termination, correct? 14 A 60 days, right. 15 Q Why do you reference that provision in the 16 letter? 17 A Because it's required for termination 18 purposes. 19 Q You had to comply with the notice and 20 opportunity to cure provision in the agreement 21 before you could terminate it, right? 22 MR. COOPER: Object to the form. 23 THE WITNESS: Yes. 24 BY MR. KAPLAN: 25 Q You knew that that notice provision</p>

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1 existed in the license agreement, correct?
 2 A Yes.
 3 Q And it was important to you in setting up
 4 a potential termination of the agreement that you
 5 complied with that provision, right?
 6 A Correct.
 7 Q And you sent this letter in order to
 8 comply with that provision, right?
 9 A Upon the advice of counsel that's correct.
 10 Q Is there any mention in this letter of the
 11 settlement agreement with Stelors -- with Stelor?
 12 MR. COOPER: I'm sorry, what was the
 13 question again?
 14 BY MR. KAPLAN:
 15 Q Is there any mention in this letter of the
 16 settlement agreement with Stelor?
 17 MR. COOPER: Object to the form.
 18 THE WITNESS: I don't believe there was a
 19 settlement agreement at this time.
 20 MR. COOPER: What settlement agreement are
 21 you talking about?
 22 BY MR. KAPLAN:
 23 Q So no settlement agreement existed at this
 24 time, you couldn't conceivably mention it in your
 25 letter, right?

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1 A That's correct.
 2 Q Now, look at paragraph A of your letter,
 3 "Failure to pay royalties under paragraph 3A." If
 4 no royalties were owed at this time do you agree
 5 there was no breach?
 6 A No. I agree there was still a breach.
 7 Q Why?
 8 A If you read the license agreement you will
 9 see that even if there was no royalties due and
 10 owing to me under the agreement that Stelor was
 11 obligated under the agreement to provide me with a
 12 royalty statement regardless of whether or not
 13 royalties were paid or due or owed to me.
 14 Q Well, let's take these allegation of
 15 default one at a time, okay.
 16 A Okay.
 17 Q I'm just asking you about A, failure to
 18 pay royalties. If no royalties were owed at this
 19 time then there was no breach, right?
 20 MR. COOPER: Under A.
 21 BY MR. KAPLAN:
 22 Q Under A, correct?
 23 A Failure to pay royalties under paragraph
 24 3A. May I see 3A?
 25 Q Sure. There is Exhibit 103.

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1 A Okay. I believe there were royalties that
 2 were due or that I alleged that were due and owed to
 3 me from some transactions if my memory is right that
 4 I was not paid, otherwise this would not have been
 5 put in there.
 6 So it's obvious that my lawyer knew or
 7 it was known that there was royalties that were
 8 due me and I was not paid them under the license
 9 agreement and therefore that was added as a
 10 breach.
 11 Q What investigation did you do before
 12 sending the letter?
 13 A My lawyer did whatever investigation she
 14 needed to do to comply with this information.
 15 Q Did you do any investigation independent
 16 of your lawyer?
 17 A I think I assisted her with certain things
 18 that she asked me to provide her with.
 19 Q Tell me what investigation was done
 20 whether by you or your lawyer into the factual
 21 foundation for this letter?
 22 MR. COOPER: Okay to the extent -- I'm
 23 going to object as worded and instruct you not
 24 to answer, attorney-client privilege.
 25 THE WITNESS: Yes.

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1 MR. COOPER: Hang on. Don't answer. You
 2 can reword it as to him only.
 3 MR. KAPLAN: I don't think it's privileged
 4 if they did an investigation into the factual
 5 foundation for the letter. We are entitled to
 6 know what that is.
 7 BY MR. KAPLAN:
 8 Q What investigation was done into the
 9 factual foundation for the letter?
 10 MR. COOPER: Same objection. As worded
 11 instruct you not to answer.
 12 BY MR. KAPLAN:
 13 Q Is it your testimony, sir, with respect to
 14 paragraph B that Stelor was still obligated to
 15 provide a royalty statement even if no royalties
 16 were earned?
 17 A Yes.
 18 Q What about with respect to section --
 19 paragraph C of the letter, is Stelor still obligated
 20 to provide a list of sublicensees or sublicenses if
 21 there are none?
 22 MR. COOPER: Objection, document speaks
 23 for itself.
 24 THE WITNESS: I believe there were
 25 sublicensees that were mentioned to me by

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1 Mr. Esrig during the course of the agreement
 2 that were not listed in any royalty statement
 3 or that could be construed as sublicenses.
 4 BY MR. KAPLAN:
 5 Q If there were no -- if there were no
 6 sublicenses, was Stelor required to provide a list,
 7 yes or no?
 8 A No. If there were none then they couldn't
 9 have put anything in there that there were none, but
 10 I contend that there were.
 11 Q Paragraph D?
 12 A Okay.
 13 Q "Failure to use commercially reasonable
 14 efforts." Do you agree that this letter contains no
 15 specification about how Stelor failed to use
 16 commercial and reasonable efforts?
 17 MR. COOPER: Object to the form.
 18 THE WITNESS: This was a list that was
 19 provided and I think it was broadened at some
 20 point with -- one second. This is 533. Okay.
 21 So it says here, "Will use commercially
 22 reasonable efforts to promote, market, sell and
 23 distribute the licensed products." And my
 24 lawyer felt that that had not been done and so
 25 that is what that was.

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1 BY MR. KAPLAN:
 2 Q Does this letter specify how Stelor failed
 3 to use commercial reasonable efforts?
 4 A No, it does not.
 5 Q Take a look at paragraph F if you would.
 6 It says, "Failure to provide samples of all licensed
 7 products you intend to manufacture."
 8 A Why are we skipping letter E?
 9 Q Because I want to.
 10 A I see, that's convenient.
 11 Q We will come back to the audit issue in
 12 detail later, if that's okay with you.
 13 A F, what now?
 14 Q It says, "Failure to provide samples of
 15 all licensed products you intend to manufacture."
 16 A "And all promotional and advertising
 17 materials associated with those products under
 18 paragraph 6C." Let's visit 6C. 6C says, "Prior to
 19 the commencement of manufacture and sale of licensed
 20 products, licensee shall submit to licensor for his
 21 input at no cost to licensor a reasonable number of
 22 samples of all licensed products which licensee
 23 intends to manufacture and sell of all promotional
 24 and advertising materials associated therewith."
 25 Q Do you agree that a reasonable period of

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1 time was 30 days before commencement of manufacture
 2 and sale, right?
 3 A 30 days before manufacture and sale and
 4 also 30 days before promotional material.
 5 Q Now, what products did Stelor sell within
 6 30 days of this letter?
 7 MR. COOPER: Object to the form.
 8 THE WITNESS: My memory strikes me
 9 correctly Stelor Productions made available a
 10 CD on i-Tunes that I was never given a finished
 11 copy of. I was provided by Mr. Esrig a
 12 demonstration copy, not a finished product. No
 13 cover, no artwork, just a CD promotional use
 14 only. I was never given the finished product.
 15 BY MR. KAPLAN:
 16 Q Don't you consider that to be a sample,
 17 sir?
 18 A No, sir. That was not a sample of the
 19 finished manufactured product. That was a
 20 production of a CD with no finished artwork on it
 21 and no finished sleeve. It was a basic CD with the
 22 music on it. And also if I may finish, there were
 23 no samples provided to me of any of the promotional
 24 material including any of the advertising that was
 25 being done at the trade shows or the bag that they

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1 used or anything involving any of the shows in 2003,
 2 4, 5, and 6.
 3 Q As of November 2004 the trade show
 4 following this letter was not until what, June 2005,
 5 right?
 6 A So we have the trade show in 2003 in June
 7 that this pertains to. Failure to provide material
 8 and promotional material for the June 2004 trade
 9 show.
 10 Q Okay.
 11 A Okay, next.
 12 Q Moving on to the next document. Can you
 13 hand me the letter back.
 14 A You are done with rest of this?
 15 Q Yes. That was November 12, 2004, right?
 16 A What was that?
 17 Q The letter.
 18 A I thought it said November 4. Did it say
 19 November 12?
 20 Q November 12, 2004?
 21 A Yes, okay.
 22 Q And let me show you what I'm marking as
 23 Exhibit 109. Can you identify that as a copy of the
 24 counterclaim that your lawyers filed in the action
 25 that was pending in front of Judge Hurley four days

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1 later.
 2 (Deposition Exhibit No. 109 was
 3 marked for identification.)
 4 MS. CALABRIA: Kevin, can you tell me the
 5 docket entry number, please?
 6 MR. KAPLAN: 14 from the 8095 case.
 7 THE WITNESS: Okay, I recall this
 8 document.
 9 BY MR. KAPLAN:
 10 Q Four days after the default letter was
 11 sent this was filed, correct?
 12 A Four days after --
 13 MR. COOPER: The document speaks for
 14 itself. If you have personal knowledge of when
 15 it was filed go ahead and answer his question.
 16 THE WITNESS: I don't have personal
 17 knowledge when it was filed. I can see here it
 18 says November 16th.
 19 BY MR. KAPLAN:
 20 Q Clearly you did not allow Stelor time to
 21 cure the breaches you alleged in that November 12,
 22 2004 default letter before filing your counterclaim
 23 for breach of contract, did you?
 24 MR. COOPER: Object to the form.
 25 THE WITNESS: We are missing some date

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1 here in January or -- no.
 2 BY MR. KAPLAN:
 3 Q Would you hand me that document back?
 4 A No. One second, please. There was a
 5 document -- please, counselor.
 6 There was a document that was sent to
 7 Mr. Esrig in January putting him on notice by me
 8 personally before I had counsel that spoke to him
 9 having to cure certain breaches, and then when I
 10 obtained counsel my lawyer then filed that
 11 November 12th letter.
 12 Q January of what year, sir?
 13 A 2004. Sometime in January of 2004 there
 14 was communication, I believe, between me and
 15 Mr. Esrig where there was a notice of breach sent to
 16 him by me. I'm fairly certain of that and I put him
 17 on notice of these breaches in detail.
 18 Q Let me hand you back Exhibit 108 for a
 19 second.
 20 First, is there any reference in
 21 Exhibit 108 to a letter you sent in January 2004?
 22 A There is not.
 23 Q Second, the very first paragraph that we
 24 looked at a second ago asks that Stelor -- rather
 25 demands that Stelor cures the following breaches

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1 within 60 days. That's 60 days from November 12,
 2 2004, right?
 3 A Where are you getting the 2004 date?
 4 Q That's the date of the letter, November
 5 12, 2004?
 6 A Excuse me.
 7 Q So you asked -- or rather demanded that
 8 Stelor cure the breaches within 60 days of November
 9 12, 2004, correct?
 10 A Okay.
 11 Q And then four days later you sued them for
 12 breach of contract, right?
 13 MR. COOPER: Objection. The document
 14 speaks for itself.
 15 THE WITNESS: Okay. So the document
 16 speaks for itself.
 17 BY MR. KAPLAN:
 18 Q That's what you did, isn't it?
 19 A That's what appears to be according to
 20 this document.
 21 Q So you didn't really mean what you said in
 22 your letter, did you, you weren't going to give them
 23 60 days, you were only going to give them 4 days,
 24 isn't that right?
 25 MR. COOPER: Object to the form.

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1 THE WITNESS: I don't know that that's
 2 accurate. I'm going to reserve my right to --
 3 the document speaks for itself. I reserve my
 4 rights to it.
 5 BY MR. KAPLAN:
 6 Q I guess it does. Can I have that back?
 7 A (Witness complies.)
 8 Q Let me show you what I'm marking as
 9 Exhibit 110, which is a copy of a January 13, 2005
 10 letter.
 11 (Deposition Exhibit No. 110 was
 12 marked for identification.)
 13 MR. KAPLAN: Here is a copy for your
 14 lawyer. Hold on, Mr. Silvers, I'll give you
 15 the marked copy. That's Exhibit 110.
 16 BY MR. KAPLAN:
 17 Q This is a copy of the so-called
 18 termination letter that your lawyer sent, right?
 19 A Yes.
 20 Q Of course you had already filed your claim
 21 for breach of contract against Stelor months before
 22 sending this letter, right?
 23 A In November, okay.
 24 Q Why did you wait until January 13, 2005 to
 25 send this termination letter?

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1 A My lawyer sent it. She must have had her
 2 reasons.
 3 Q You waited because that's 60 days from the
 4 date of your November 12th letter, right?
 5 MR. COOPER: If you can't answer that
 6 without revealing attorney-client communication
 7 don't answer it.
 8 THE WITNESS: Yes. I mean I can't give
 9 you that answer. I don't know what I was
 10 thinking.
 11 BY MR. KAPLAN:
 12 Q You waited 60 days to send the termination
 13 letter because that's what the provision, the
 14 termination provision in the license agreement
 15 required you to do, right?
 16 A November 12 to January 13th, okay, if
 17 that's what -- I don't know what the lawyer was
 18 thinking.
 19 MR. COOPER: Just answer his question. If
 20 you don't know what she was thinking you
 21 answered it. Let's go on to the next question.
 22 THE WITNESS: I don't know what she was
 23 thinking.
 24 BY MR. KAPLAN:
 25 Q You wanted to make it look like you were

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1 complying with the 60 day requirement in the license
 2 agreement even though you had already filed the
 3 claim for breach of contract, right?
 4 MR. COOPER: Object to the form.
 5 THE WITNESS: I don't know that filing the
 6 breach of contract constitutes the 60-day
 7 notice, so it would have to be -- like I said,
 8 the lawyer basically wrote is what it is.
 9 BY MR. KAPLAN:
 10 Q Was it important to you in trying to
 11 terminate the contract in or about January 2005 that
 12 you comply with the 60-day notice provision in the
 13 license agreement?
 14 A I have to defer to the lawyer and her
 15 decision making process on this.
 16 Q Would you hand me back the termination
 17 letter, please.
 18 In any event, a few weeks later you
 19 entered into a written settlement agreement with
 20 Stelor, correct? Correct?
 21 A I believe so, yes.
 22 MR. COOPER: Before we get to the
 23 settlement agreement let's take a five minute
 24 break.
 25 MR. KAPLAN: We just took a break,

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1 MR. COOPER: I just want to stretch my
 2 legs. My client is looking very tired over
 3 here. I would like him to get some water and
 4 coffee or something.
 5 MR. KAPLAN: Alright. Take a five minute
 6 break though.
 7 MR. COOPER: Yes.
 8 VIDEO OPERATOR: Off the record.
 9 (Thereupon, a brief recess was
 10 taken.)
 11 (Continues in Volume II.)
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1 UNITED STATES DISTRICT CIRCUIT
 2 SOUTHERN DISTRICT OF FLORIDA
 3 CASE NO. 05-80387 CIV RYSKAMP/VITUNIC
 4
 5 STEVEN A. SILVERS, an individual,
 6 Plaintiff,
 7 v.
 8 GOOGLE INC., a Delaware corporation,
 9 Defendant.
 10
 11 GOOGLE INC., a Delaware corporation,
 12 Counterclaimant,
 13 v.
 14 STEVEN A. SILVERS, an individual;
 15 STELOR PRODUCTIONS, INC., a Delaware
 16 Corporation; STELOR PRODUCTIONS, LLC, a
 17 Delaware limited liability company,
 18 Counterdefendants.
 19
 20 DEPOSITION OF STEVEN SILVERS
 21 VOLUME II
 22
 23 Tuesday, October 10, 2006
 24 1:00 p.m. - 8:00 p.m.
 25 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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1 VIDEO OPERATOR: We are on the record.
 2 BY MR. KAPLAN:
 3 Q I have handed you what's been previously
 4 marked as Exhibit 41. Just so I can confirm here
 5 this is two copies of the settlement agreement which
 6 I believe you testified were the counterparts of the
 7 same agreement. Can you just confirm that for me?
 8 A Did I testify to?
 9 Q It was marked at your prior deposition in
 10 the case.
 11 A The deposition when Johanna was here?
 12 Q No. The deposition that was taken July 13
 13 2006, co-counsel for Google?
 14 A You are asking me to do what?
 15 Q Look at this document and confirm for me
 16 that this is the confidential settlement agreement
 17 entered between you and Stelor.
 18 A Okay.
 19 Q Okay. It is?
 20 A Yes, I signed it, yes.
 21 Q This agreement was entered into on or
 22 about January 28, 2005, correct?
 23 A Okay.
 24 Q Is that correct?
 25 A January 28, 2005.

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1 Q That's the date of the agreement, correct?
 2 A Yes.
 3 Q That's about two weeks after you sent the
 4 termination letter, right?
 5 A Which was on the 13th of January, okay.
 6 Q You were represented by counsel in
 7 connection with this agreement, correct?
 8 A Yes.
 9 Q And your lawyer was involved in the
 10 drafting of it, correct?
 11 A Yes.
 12 Q The purpose of this agreement as you
 13 understood it was to settle the pending lawsuit,
 14 right?
 15 MR. COOPER: Object to the form.
 16 THE WITNESS: Yes.
 17 MS. CALABRIA: I'm sorry, I join in that
 18 objection.
 19 BY MR. KAPLAN:
 20 Q You can answer, sir.
 21 A It was to resolve the issues between the
 22 parties.
 23 Q And you wanted to resolve those issues
 24 fully and finally, correct?
 25 A Yes.

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1 Q You wanted the lawsuit and the dispute to
 2 be over and done with and Stelor to be proceeding
 3 with you under the terms of the license agreement?
 4 A Yes.
 5 Q Did you intend any aspect of that dispute
 6 to remain?
 7 MR. COOPER: Object to the form.
 8 THE WITNESS: I believe --
 9 BY MR. KAPLAN:
 10 Q Let me rephrase the question in light of
 11 the objection.
 12 Take a look at the last whereas clause
 13 on the first page of the agreement. Will you read
 14 that for me?
 15 A "The parties wish to resolve all the
 16 foregoing disputes to their mutual satisfaction."
 17 Q That's an accurate statement of your
 18 intent in entering into this agreement?
 19 A Yes.
 20 Q Now, the whereas clause just above that
 21 says, "The parties intended full performance by each
 22 party of its obligations under this agreement cures
 23 the breaches alleged against each by the other
 24 party." Do you see that provision?
 25 A Yes.

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1 Q So it's your position that a failure by
 2 Stelor to perform its obligations under the
 3 settlement agreement would allow you to terminate
 4 the license agreement, correct?
 5 MR. COOPER: Hang on. Can you repeat that
 6 or have him read it back.
 7 BY MR. KAPLAN:
 8 Q Is it your position that failure by Stelor
 9 to perform its obligations under the settlement
 10 agreement would allow you to terminate the license
 11 agreement?
 12 MR. COOPER: Object to the form.
 13 THE WITNESS: Yes, I believe that's
 14 correct. If Stelor breached a settlement
 15 agreement the license agreement would likewise
 16 be breached.
 17 BY MR. KAPLAN:
 18 Q In order to terminate the license
 19 agreement, though, you would still have to comply
 20 with the termination provision in Section 9 of the
 21 license agreement, correct?
 22 MR. COOPER: Object to the form.
 23 THE WITNESS: I believe there was some
 24 type of communication which I guess is
 25 attorney-client.

(Pages 174 to 177)

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<p>1 MR. COOPER: Whatever your understanding 2 is based upon your communication with your 3 attorney don't answer. 4 THE WITNESS: I guess I have to say the 5 document speaks for itself, and go on the 6 record as such. 7 BY MR. KAPLAN: 8 Q Well, turn to the second page of the 9 settlement agreement if you would. 10 A Okay. 11 Q I have the license agreement right here in 12 my hand if you want to refer to it, just ask me, 13 okay. 14 Paragraph 3 says, "License distribution 15 and Manufacturing Agreement. Silvers withdraws 16 his notice of termination of the license agreement 17 and reaffirms his obligation under the license 18 agreement." Right? That's what it says, correct? 19 A Yes. 20 Q And the effect of that provision as you 21 understood it was to reinstate the license, right? 22 MR. COOPER: I'm going to object on 23 attorney-client privilege. If you can answer 24 that without disclosing your communications 25 with your attorney as to your understanding</p>	<p>1 except as it might have been modified by this 2 settlement agreement was in full force and effect, 3 correct? 4 A I believe so. 5 Q You expressly reaffirm your obligations 6 under the license agreement, right? 7 A I believe so. 8 Q What does reaffirm mean to you? 9 A Establish, you know, put back in the same 10 place as before. 11 Q Like never terminated, right? 12 A I know there was some discussions between 13 me and the counsel that I can't discuss, okay. It 14 had to do with notices -- 15 MR. COOPER: Excuse me, stop there. Don't 16 discuss what it even had to do with. 17 BY MR. KAPLAN: 18 Q Look at paragraph 3, it says, "Silver 19 withdraws his notice of termination of the license 20 agreement." Was there any condition as you 21 understood it to the withdrawal of that notice of 22 termination? 23 MR. COOPER: If you have an understanding 24 separate and apart from your communication with 25 your attorneys answer the question, otherwise</p>
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<p>1 then you can go ahead and do that. 2 THE WITNESS: Yes. I'm not -- would you 3 repeat the question again. 4 BY MR. KAPLAN: 5 Q Yes, sure. The purpose of that provision 6 as you understood it was to reinstate the license, 7 right? 8 MR. COOPER: If your understanding of this 9 agreement could be answered other than apart 10 from your communications with your attorneys as 11 to the intention of this agreement you can 12 answer the question, otherwise don't answer it 13 on the basis of attorney-client privilege. 14 THE WITNESS: Yes. I have to not answer 15 on the basis of attorney-client privilege. 16 BY MR. KAPLAN: 17 Q Until you signed this agreement your 18 position was the license agreement was terminated, 19 correct? 20 A Yes. 21 Q Once you signed this agreement your 22 position was the license was in effect, correct? 23 A The license was reinstated, I believe, 24 that is correct, right. 25 Q And every single provision of the license</p>	<p>1 don't answer on the basis of attorney-client 2 privilege. 3 THE WITNESS: I guess I don't have any 4 separate opinion. 5 BY MR. KAPLAN: 6 Q Does the agreement, the settlement 7 agreement as you read it, impose any condition on 8 your withdrawing the notice of termination in 9 paragraph 3? 10 MR. COOPER: Same objection, same 11 instructions. 12 THE WITNESS: Attorney-client. 13 BY MR. KAPLAN: 14 Q No, no, no, sir. You are sitting here 15 now. Read this provision, "Silver withdraws his 16 notice of termination of license agreement." As you 17 understand that provision sitting here today does it 18 condition in any way your withdrawal of that notice? 19 MR. COOPER: Same objection. Don't 20 answer. Don't answer. I'm instructing him not 21 to answer on the basis of attorney-client 22 privilege. 23 MR. KAPLAN: I'm asking for his 24 understanding as he sits here. Understand, 25 whatever he is not answering he ain't</p>

(Pages 178 to 181)

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1 testifying about at trial, right.
 2 MR. COOPER: Go right ahead.
 3 BY MR. KAPLAN:
 4 Q Isn't it true, sir, that the withdrawal of
 5 the notice of termination was unconditional?
 6 MR. COOPER: Objection, document speaks
 7 for itself.
 8 BY MR. KAPLAN:
 9 Q You can answer.
 10 A The document speaks for itself.
 11 Q If after entering into this license
 12 agreement you believed that there was a breach of
 13 the settlement agreement, you had an obligation
 14 under the notice provision in the license to specify
 15 in writing to Stelor what that breach was and give
 16 them 60 days to cure it, didn't you?
 17 MR. COOPER: Objection to form.
 18 THE WITNESS: No, I don't believe so.
 19 BY MR. KAPLAN:
 20 Q You needed to comply with Article 9 of the
 21 license agreement before you could terminate it,
 22 didn't you?
 23 MR. COOPER: Object to the form.
 24 THE WITNESS: I don't believe so.
 25

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1 BY MR. KAPLAN:
 2 Q Where in this agreement, the settlement
 3 agreement, does it say Article 9 of the license
 4 agreement no longer applies?
 5 MR. COOPER: Object to the form,
 6 mischaracterizes.
 7 THE WITNESS: I don't believe there is
 8 anything in the settlement agreement that
 9 requires 60 days notice.
 10 BY MR. KAPLAN:
 11 Q But where in the settlement agreement does
 12 it say that Article 9 of the license agreement no
 13 longer applies?
 14 MR. COOPER: Object to the form. The
 15 document speaks for itself.
 16 BY MR. KAPLAN:
 17 Q Show me.
 18 A The document speaks for itself.
 19 Q Is it your position that the document --
 20 that the settlement agreement relieves you of the
 21 obligation in the license agreement to comply with
 22 the requirements of paragraph 9 relating to
 23 termination yes or no?
 24 MR. COOPER: Hang on a second. Don't
 25 answer that. Can you read this back, please.

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1 (Thereupon, a portion of the record
 2 was read by the reporter.)
 3 MR. COOPER: I'm going to instruct him not
 4 to answer that on the basis of work-product
 5 privilege.
 6 BY MR. KAPLAN:
 7 Q The settlement agreement, when you entered
 8 into the settlement agreement you amended some of
 9 the terms of the license agreement, right?
 10 A I believe so.
 11 Q In fact, one of the things that you
 12 amended was how the royalties were paid, right?
 13 A I'm not sure of that one. Where would I
 14 find that? I don't think I did anything with
 15 royalties. It had to do with getting a royalty
 16 advance.
 17 Q There is nothing in the license agreement
 18 that requires Stelor to pay royalty advances, is
 19 there?
 20 A That's correct.
 21 Q So that's a provision in the settlement
 22 agreement that changes something in the license
 23 agreement, right?
 24 A Yes.
 25 Q And you had negotiations with Stelor about

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1 changing things in the license agreement when you
 2 entered into the settlement agreement, right?
 3 A I believe so.
 4 Q Alright. But there is nothing in the
 5 settlement agreement, as you understand it, that
 6 changes the termination provision in the license
 7 agreement, is there?
 8 A There is no place in this agreement where
 9 it requires me to get 60 days notice to Stelor in
 10 this agreement.
 11 Q The settlement --
 12 A And let me finish my question. The
 13 communication I had with my counsel, which I'm not
 14 at liberty to divulge, attorney-client privilege,
 15 there was some indication that there was no need to
 16 give 60 days notice. So I'm just going to leave it
 17 at that.
 18 Q You could have asked Stelor to amend the
 19 termination provision that's in the license
 20 agreement when you entered into the settlement
 21 agreement, right?
 22 A My lawyer did what she had to do to
 23 protect me. I don't know. It was her call.
 24 Q You could have negotiated the termination
 25 provision with Stelor when you entered into the

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1 license agreement, right?
 2 A I'm not -- I don't have enough legal
 3 background to know that to be right or wrong.
 4 Q You certainly wanted royalty advances to
 5 be provided when you entered into the settlement
 6 agreement, right?
 7 A That's what it says here.
 8 Q You reviewed this settlement agreement
 9 before you signed it, didn't you?
 10 A Yes.
 11 Q You asked that certain changes be made to
 12 drafts of this agreement?
 13 A We went back and forth for a time, yes.
 14 Q Did you ever ask that a different
 15 provision be included in the settlement agreement
 16 about notice in the event of a breach?
 17 A I left that to my attorneys.
 18 Q By the way, this agreement references KTT
 19 and in a bunch of places, doesn't it?
 20 A Yes.
 21 Q Take a look at paragraph 1 on page 2
 22 domain name administration.
 23 A Yes.
 24 Q Were you going to pay KTT for those
 25 services?

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1 MR. COOPER: Objection, attorney-client
 2 privilege. Don't answer.
 3 BY MR. KAPLAN:
 4 Q No, no, no, no. Under the settlement
 5 agreement when KTT was performing these services was
 6 it to be compensated?
 7 A I don't believe so.
 8 Q KTT was going to provide these services
 9 for free?
 10 A I believe so. I'm not sure.
 11 Q Is KTT going to provide those services to
 12 your knowledge if the settlement agreement is deemed
 13 still to be in force?
 14 A I don't have that answer for you.
 15 Q Is that an issue that will need to be
 16 addressed if the settlement agreement is enforced?
 17 A Perhaps.
 18 Q Paragraph 1B refers to a --
 19 MR. COOPER: Object to the form of the
 20 last question.
 21 MR. KAPLAN: It's a little late,
 22 counselor.
 23 BY MR. KAPLAN:
 24 Q 1B says, "KTT will create and control a
 25 domain name renewal database." Do you see that?

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1 A Yes.
 2 Q Did they?
 3 A I do not know.
 4 Q Did you ever see it?
 5 A I don't know if there is a timeframe when
 6 they are supposed to do this. So I never saw it,
 7 but I don't know if, in fact, there was a timeframe
 8 when this was supposed to be done.
 9 Q Sir, can you just answer my question. The
 10 question was did you ever see it?
 11 A No.
 12 Q Did you ever tell them not to create that
 13 database?
 14 A No.
 15 Q Do you know where the database is now?
 16 A No.
 17 Q Do you know whether it exists?
 18 A No.
 19 Q Take a look at paragraph 2. It imposes an
 20 obligation on you to cooperate impending a future
 21 trademark and domain name dispute, do you see that?
 22 A Yes.
 23 Q What does cooperate mean to you as it's
 24 used in this agreement?
 25 A Assist.

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1 Q Are you familiar with the litigation
 2 Stelor brought against Googles and Oogles?
 3 A I was never made privy to that. To my
 4 knowledge I was kept in the dark about that also. I
 5 found it out on my own.
 6 Q When did you find it out?
 7 A I went to the U.S. PTO Government Web site
 8 and found out.
 9 Q When was that?
 10 A I don't know, months and months ago.
 11 Q In fact, you have taken action to
 12 interfere with that litigation, haven't you?
 13 A I don't know that to be an accurate
 14 statement.
 15 Q I'll show you some documents in a little
 16 bit. We can reask those questions.
 17 A Okay.
 18 Q Take a look at paragraph 6 on page 3?
 19 A Okay.
 20 Q It says, "KTT and Stelor's counsel shall
 21 include each other in any and all negotiations and
 22 discussions with Google, Inc. that relate to
 23 resolving the pending trademark and domain name
 24 disputes or the sale or assignment of the Google's
 25 IP." Did you have any such conversations or did

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1 your lawyer have any such conversations with Google
 2 or Google's lawyers before April 2005?
 3 A I don't recall.
 4 Q Did you or your lawyer exchange any
 5 documents with Google or Google's lawyers before
 6 April 2005?
 7 A I don't remember.
 8 Q Alright now. From April 2005 until the
 9 time that Cozyak Tropin withdrew as your counsel,
 10 did you have -- did you or your lawyers have any
 11 such discussions with Google or its lawyers?
 12 MR. COOPER: Can you read the question
 13 back, please.
 14 (Thereupon, a portion of the record
 15 was read by the reporter.)
 16 MR. COOPER: If you had direct
 17 communications with Google you can answer the
 18 question. If you are only going to say what
 19 you have learned from your attorney that's
 20 attorney-client privilege and don't answer.
 21 THE WITNESS: Before the withdrawal I
 22 wouldn't have had any communications to my
 23 knowledge directly with Google or Google's
 24 counsel.
 25

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1 BY MR. KAPLAN:
 2 Q Do you know whether or not your lawyers
 3 did, yes or no?
 4 A Communication with Google's counsel prior
 5 to the termination?
 6 Q Related to settlement.
 7 A I don't recall.
 8 Q After the term -- what about the period
 9 after the termination before KTT's withdrawal, do
 10 you know?
 11 A No.
 12 MR. COOPER: I'm sorry, after what
 13 termination?
 14 THE WITNESS: This settlement.
 15 MR. COOPER: The termination of the
 16 settlement agreement?
 17 MR. KAPLAN: Right.
 18 BY MR. KAPLAN:
 19 Q Take a look at paragraph 7, domain name
 20 renewal expenses. "Stelor agrees to reimburse
 21 Silvers for documented expenses."
 22 A Uh-huh.
 23 Q What do you understand document to mean?
 24 A Not just hearsay. You know, a paper trail
 25 or a receipt.

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1 Q And that's something you would need to
 2 provide Stelor, correct?
 3 A Yes.
 4 VIDEO OPERATOR: One minute left on tape.
 5 MR. KAPLAN: Alright. Let's go ahead and
 6 change it.
 7 VIDEO OPERATOR: We are off the record.
 8 (Thereupon, a brief recess was
 9 taken.)
 10 VIDEO OPERATOR: We are on the record.
 11 BY MR. KAPLAN:
 12 Q Mr. Silvers, take a look at paragraph 8,
 13 it's got the title Options Acknowledgment.
 14 A Okay.
 15 Q "Stelor agrees --" I'm reading from it
 16 "that it will confirm in writing that no additional
 17 options have been granted that would obligate it to
 18 provide such options under the now expired letter
 19 agreement." That was all that Stelor had to do to
 20 resolve the issue you raised related to options,
 21 correct?
 22 A That statement is inaccurate, though.
 23 Q That's what the settlement agreement
 24 specifies Stelor needs to do, correct?
 25 A Yes.

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1 Q And, in fact, Stelor did give you that
 2 written confirmation, didn't it?
 3 A I believe so, yes.
 4 Q So Stelor complied with that provision of
 5 the settlement agreement, right?
 6 A Not really, because that was an inaccurate
 7 statement based upon communications with other
 8 people that I have spoken to.
 9 Q I'm just looking at the agreement, sir.
 10 A I see that.
 11 Q Stelor agrees it will confirm in writing
 12 and it provided you that confirmation, right?
 13 A Yes.
 14 Q That complied with the provision, right?
 15 MR. COOPER: Object to the form.
 16 THE WITNESS: If it was an accurate
 17 statement I would assume it could comply with
 18 the form.
 19 BY MR. KAPLAN:
 20 Q Do you believe additional options would
 21 have been granted that would obligate Stelor to
 22 provide additional options to you?
 23 A I believe they were promised to other
 24 people.
 25 Q This is from your conversations with

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1 Eisenberg, Miller, et cetera?
 2 A No.
 3 Q Who?
 4 A Mr. Maitland, Jack Maitland.
 5 Q Anybody else?
 6 A I can't recall at this time.
 7 Q Take a look at paragraph 9, LLC
 8 acknowledgment. You acknowledged when you signed
 9 this settlement agreement that Stelor was converting
 10 from being a Delaware C corporation to a Delaware
 11 LLC, correct?
 12 A Yes.
 13 Q You clearly knew Stelor was undergoing
 14 that conversion, right?
 15 A Yes.
 16 Q You acknowledged it and agreed that it was
 17 okay that you didn't have any objection, is that
 18 fair to say?
 19 A Yes.
 20 Q Paragraph 10. That's the provision laying
 21 out how much Stelor is supposed to pay you a month,
 22 right?
 23 A Yes.
 24 Q Under paragraph A it's \$5,000 a month for
 25 advances against royalties, right?

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1 A It doesn't mention the word \$5,000 a
 2 month, it says 60,000 a year.
 3 Q The advance will be made in equal monthly
 4 installments, right, so that's 5,000 a month, right?
 5 A Okay.
 6 Q Right?
 7 A Yes.
 8 Q And B talks about paying you an amount
 9 equivalent to what's required by you to maintain
 10 your insurance coverage through Aurora, right?
 11 A Yes.
 12 Q And paragraph C specifies that the
 13 reimbursements are going to be provided to you
 14 within 50 days of Stelor receiving evidence of paid
 15 premiums, right?
 16 A Yes.
 17 Q You needed to provide evidence,
 18 documentation to Stelor, right?
 19 A Yes.
 20 Q And you didn't do that, did you?
 21 A No, I did that. I absolutely did that.
 22 Q How did you pay those premiums?
 23 A They were paid from me to Aurora and
 24 Aurora then paid the premiums.
 25 Q How did you make the payments to Aurora?

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1 A By check.
 2 Q Did you ever give Stelor the checks,
 3 copies of the checks?
 4 A Aurora provides Stelor with documented
 5 statement that they made the payments.
 6 Q Hold on a second. My question was and is,
 7 did you ever give Stelor the checks?
 8 A I didn't need to give Stelor the checks.
 9 I needed to give Stelor the documents of premiums
 10 that were paid which Aurora Collections did, that
 11 satisfied that and I was paid the \$4,000.
 12 Q Let's make it simple, okay. Let's avoid
 13 the argument.
 14 A Okay.
 15 Q Just answer my question. Did you ever
 16 give Stelor the checks, yes or no?
 17 A No.
 18 Q In fact, you refused to give Stelor the
 19 checks, correct?
 20 A Absolutely not.
 21 Q Why didn't you give them to him?
 22 A There was no need to give them to him.
 23 Q In your view.
 24 A I needed to give them documentation that
 25 the premiums were paid. The documentation of

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1 premiums were paid can only be provided by Aurora
 2 Collection because Aurora was making the premium
 3 payments not me. I was reimbursing Aurora every
 4 month because I was not getting paid the premiums
 5 from Stelor Productions.
 6 Q You tried to give Stelor a letter from
 7 Mr. Blumquist that wasn't even signed, isn't that
 8 right?
 9 A I don't remember that.
 10 Q I'll show you that in a little bit.
 11 Royalty statements. Now, you complained
 12 that Stelor had failed to give you royalty
 13 statements for 2004, right?
 14 MR. COOPER: What paragraph are you
 15 looking at?
 16 MR. KAPLAN: 12.
 17 BY MR. KAPLAN:
 18 Q In the litigation, right in your
 19 termination -- in your termination letter you
 20 complained that Stelor failed to give you royalty
 21 statements, right?
 22 A Okay, go ahead, that is correct.
 23 Q And in the settlement agreement in
 24 paragraph 12, you agreed that that issue would be
 25 resolved if Stelor confirmed in writing that no

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<p>1 royalty payments are outstanding and thus no royalty 2 payments are due, correct? 3 A Correct. 4 Q And Stelor gave you that confirmation, 5 right? 6 A Stelor gave me that confirmation. I later 7 was able to prove that it was inaccurate. 8 Q Did Stelor give you that confirmation, yes 9 or no? 10 A Yes. 11 Q 14 talks about the audit, correct? 12 A Yes. 13 Q And it indicates that Aronson & Company 14 are the auditors; is that right? 15 A Yes. That's what the document says. 16 Q Did you change who the auditor was going 17 to be at any time? 18 A Not to my knowledge. 19 Q How did you get to Aronson & Company? 20 A My lawyers, I think, enlisted them. 21 Q When was Aronson & Company retained? 22 A I don't recall. 23 Q Was a formal retainer agreement signed 24 with Aronson & Company? 25 A I don't know.</p>	<p>1 A No. 2 MR. COOPER: Object to the form. 3 BY MR. KAPLAN: 4 Q According to this provision Stelor's only 5 obligation is to provide KTT samples of products 6 that are being offered for sale, correct? 7 MR. COOPER: Objection, document speaks 8 for itself. 9 BY MR. KAPLAN: 10 Q You can answer. 11 MR. COOPER: He is asking you to read it. 12 THE WITNESS: I'm not sure if this negates 13 the obligation under the licensing agreement. 14 But in specific as it reads here I would have 15 to assume that the only samples that needed to 16 be provided to me according to the settlement 17 agreement would be those products that were 18 being offered for sale. 19 BY MR. KAPLAN: 20 Q Alright. Take a look at paragraph 20 on 21 page 7. Paragraph A says, "The settlement shall not 22 be provided to the court unless necessary to enforce 23 rights and then under seal." Do you see that? 24 A Yes. 25 Q Your lawyer violated that provision,</p>
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<p>1 Q Did Aronson & Company require payment to 2 perform the audit? 3 A I'm not clear on that. 4 Q Were they ever paid? 5 A I'm not clear on that. 6 Q Who was the specific professional at 7 Aronson Company who was retained to supervise the 8 audit? 9 A I don't have any idea. 10 Q Did you ever talk to them yourself? 11 A No. 12 Q Did you ever see any documents or 13 information from Aronson & Company? 14 A No. 15 Q Did you ever ask for any documents or 16 information from Aronson & Company? 17 A No. 18 Q Take a look at paragraph 15. "Licensed 19 product samples, seller shall provide Silvers 20 through KTT samples of any licensed product that is 21 being offered for sale." Right? 22 A Yes. 23 Q Do you agree that if there was no licensed 24 product being offered for sale then Stelor was under 25 no obligation to provide samples, do you agree?</p>	<p>1 didn't she? 2 A I don't know that to be a fact. 3 Q Well, Cozyak Tropin filed that agreement 4 as an exhibit to one of their papers, although it 5 had been filed under seal by us with the court; 6 isn't that right? 7 A I don't have information to that effect. 8 I mean -- 9 MR. COOPER: Don't speculate. If you 10 don't know the answer -- 11 THE WITNESS: I don't know the answer to 12 that. 13 MR. KAPLAN: Don't do that, Mr. Cooper. 14 Don't instruct your witness here, okay. He has 15 to answer the questions. If he goes on to say 16 things you don't like that's part of the deal, 17 right. All you are allowed to say is objection 18 to form. 19 MR. COOPER: Answer the questions on your 20 own personal knowledge. 21 Can you read back the question so he can 22 answer it again, please. 23 BY MR. KAPLAN: 24 Q Did you instruct your lawyer to violate 25 that provision, sir?</p>

(Pages 198 to 201)

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1 A Of course not.
 2 Q You know your lawyer filed the agreement
 3 not under seal, don't you?
 4 MR. COOPER: Object to the form.
 5 THE WITNESS: I believe I later found out
 6 about something to that effect, but I know that
 7 somehow the document was placed or introduced,
 8 you know, to the court. I don't know how that
 9 happened.
 10 BY MR. KAPLAN:
 11 Q Was that an intentional violation by your
 12 lawyer, the agreement?
 13 A I have no idea.
 14 Q But it's a violation nonetheless, right?
 15 A Not that I can -- I can't speak to that.
 16 Q And that's the kind of violation that
 17 can't be cured, can it?
 18 MR. COOPER: Object to the form.
 19 THE WITNESS: The document speaks for
 20 itself here.
 21 BY MR. KAPLAN:
 22 Q No, no, I'm not asking about the document.
 23 The filing of this agreement not under seal is a
 24 violation of the settlement agreement which cannot
 25 be cured, is that statement correct?

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1 MR. COOPER: Object to the form.
 2 THE WITNESS: I'm not a lawyer so I
 3 wouldn't know how to -- I wouldn't know if
 4 that's correct or not correct. I would assume
 5 that if it was supposed to be put under seal
 6 and it wasn't there must have been a reason for
 7 her to have done that.
 8 BY MR. KAPLAN:
 9 Q Should you be responsible for that
 10 violation of the agreement?
 11 A I don't have the answer to that.
 12 MR. COOPER: Object to the form.
 13 BY MR. KAPLAN:
 14 Q Keep the settlement agreement in front of
 15 you if you want, and let me show you what I'm
 16 marking as Exhibit 111 which is the April 27, 2005
 17 letter that we looked at earlier.
 18 (Deposition Exhibit No. 111 was
 19 marked for identification.)
 20 BY MR. KAPLAN:
 21 Q Now, let me ask you this first. Why was
 22 this letter sent to Mr. Esrig instead of to me as
 23 counsel for Stelor?
 24 MR. COOPER: If you know the answer other
 25 than from attorney-client communications you

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1 can go ahead and answer, otherwise don't
 2 answer.
 3 THE WITNESS: I have no idea.
 4 BY MR. KAPLAN:
 5 Q Was it because the notice provision of the
 6 license agreement required notices to be provided
 7 directly to Stelor?
 8 A I don't know.
 9 Q Now, take a look at the first paragraph.
 10 I apologize, I misspoke.
 11 Take a look at the second paragraph. It
 12 refers to the settlement agreement. Do you see
 13 that?
 14 A Yes.
 15 Q And it says in which Silvers agreed to
 16 withdraw his notice of termination provided Stelor
 17 performance obligations under the settlement
 18 agreement. Help me out with this because I have
 19 been looking through that settlement agreement and I
 20 don't see any place in that agreement where your
 21 withdrawal of the notice was in any way conditioned
 22 upon Stelor performing its obligations.
 23 Can you show me in the settlement
 24 agreement where the withdrawal of the notice was
 25 made conditional?

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1 MR. COOPER: Object to the form.
 2 THE WITNESS: The document would have to
 3 speak for itself. This document was prepared
 4 by my lawyers on my behalf and I'm assuming
 5 that they knew what they were doing.
 6 BY MR. KAPLAN:
 7 Q I'm assuming that you knew what you were
 8 doing when you signed it. Did you?
 9 A Signed the settlement agreement?
 10 Q You did sign the settlement agreement,
 11 didn't you?
 12 A Yes, and I read it over and it appeared to
 13 be accurate in what was being said and upon advice
 14 of counsel I executed the agreement.
 15 Q Did you have an understanding of the
 16 document when you signed it?
 17 A I would think I did, yes.
 18 Q Do you think you did or did you?
 19 A I had an understanding of the agreement.
 20 Q And you knew what you were doing when you
 21 signed it, right?
 22 A Yes.
 23 Q Alright. In that agreement that you
 24 signed and of which you had an understanding where
 25 does it say that the notice of termination was

(Pages 202 to 205)

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1 withdrawn provided Stelor performed certain
 2 obligations?
 3 A The document speaks for itself. I don't
 4 know where it would be or not be.
 5 Q It's not in there, is it?
 6 A If you say it's not in there it's not in
 7 there.
 8 Q I say it's not in there, so we agree it's
 9 not in there?
 10 A No, we don't agree. You say it's not in
 11 there. The document speaks for itself.
 12 Q Well, show me in the document where you
 13 think is the person who signed it it says the
 14 withdrawal of the notice is conditioned on
 15 something?
 16 MR. COOPER: Objection. The document
 17 speaks for itself and you are calling for a
 18 legal conclusion with this question.
 19 BY MR. KAPLAN:
 20 Q Will you answer, Mr. Silvers?
 21 A I don't have an answer to give you.
 22 Q Now, let's look at the bullet points.
 23 A Okay.
 24 Q There are five of them, right?
 25 A Yes.

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1 Q These are the specific breaches that you
 2 think -- these are the specific reasons why you
 3 think Stelor is in breach of the settlement
 4 agreement, right?
 5 A Okay.
 6 Q These bullet points all relate to
 7 provisions of the settlement agreement, right?
 8 A I believe so.
 9 Q They all reference specific paragraph
 10 numbers, correct?
 11 A Yes.
 12 Q Are all of those paragraph numbers
 13 references to the settlement agreement?
 14 A I believe so.
 15 Q Are any of them references to the license
 16 agreement?
 17 A I do not believe so. Let me see here. I
 18 don't believe so.
 19 Q This letter was the first time you ever
 20 provided written notice to Stelor of alleged
 21 breaches of the settlement agreement, correct?
 22 A I believe so.
 23 Q And the letter purported to terminate the
 24 license agreement effective immediately, correct?
 25 MR. COOPER: Object to the form.

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1 THE WITNESS: I believe if the settlement
 2 agreement was breached the license agreement
 3 would be immediately breached. I guess the
 4 document speaks for itself.
 5 BY MR. KAPLAN:
 6 Q Did you give Stelor 60 days to cure its
 7 breaches of the settlement agreement before you
 8 terminated the license agreement?
 9 MR. COOPER: Object to the form.
 10 THE WITNESS: I'm not sure how this
 11 worked. I believe if the settlement agreement
 12 was breached then the license agreement was
 13 automatically breached. There was no need for
 14 an additional 60 day curing period.
 15 BY MR. KAPLAN:
 16 Q What's the basis for that as you
 17 understand it?
 18 MR. COOPER: Again, if you have an
 19 understanding of that separate and apart from
 20 communications with your attorney answer it.
 21 If your only understanding is from
 22 communications with your attorney don't answer
 23 based on attorney-client privilege.
 24 THE WITNESS: So I reserve might rights
 25 based upon attorney-client privilege which she

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1 communicated to me as to the reasons for her
 2 having filed these letters and notices.
 3 BY MR. KAPLAN:
 4 Q Just so we are clear. Do you agree that
 5 you gave Stelor no opportunity to cure these
 6 breaches before terminating the agreements, yes or
 7 no?
 8 MR. COOPER: Object to the form.
 9 THE WITNESS: I don't believe I had an
 10 obligation according to my conversation with my
 11 counsel that I needed to do that. I can't give
 12 you a yes or no answer because there is no yes
 13 or no answer to be given.
 14 BY MR. KAPLAN:
 15 Q Sir, I'm not asking what you believed was
 16 required or not. I'm just asking what you did. Did
 17 you give Stelor any opportunity to cure the breaches
 18 before you terminated the license agreement?
 19 MR. COOPER: You are referring to as of
 20 April 27, 2005?
 21 BY MR. KAPLAN:
 22 Q Let me ask you a question. I asked you a
 23 moment ago to confirm this letter was the first time
 24 you ever put Stelor on notice of any alleged
 25 breaches of the license -- of the settlement

(Pages 206 to 209)

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<p>1 agreement and you answered, yes, it was. 2 A To the best of my knowledge, yes. 3 Q So after putting Stelor on notice of the 4 breaches for the first time in this April 27, 2005 5 letter how much time did you give Stelor to cure 6 those breaches before terminating the license 7 agreement? 8 A I don't believe there was any time, 9 minimal time. 10 Q No time, right? 11 A I don't know if it was no time, but I 12 think it was minimal time. 13 Q Upon sending this letter you thought the 14 license agreement was terminated, right? 15 A Yes. 16 Q That's why the letter says on page 2 on 17 the bottom of the second paragraph -- 18 A Yes. 19 Q -- that the agreement was terminated 20 "effective immediately," right? 21 A Yes. 22 Q Now, you easily could have given Stelor 23 time to cure these alleged breaches, right? 24 MR. COOPER: Object to the form. 25 THE WITNESS: The answer to that question</p>	<p>1 A Yes. 2 Q Take a look at paragraph 9 if you would. 3 A Alright. 4 MR. COOPER: Just one second. Is your 5 copy of the first page of this April 27 under 6 the word any that paragraph doesn't continue on 7 the next page? 8 MR. KAPLAN: Yes. 9 BY MR. KAPLAN: 10 Q Are you looking at paragraph 9, sir? 11 A Yes. 12 Q All it says is that you acknowledge that 13 Stelor is converting to a Delaware LLC, right? 14 That's the first sentence, correct? 15 A Yes. 16 Q And the second sentence says that upon the 17 conversion that any options that were granted to you 18 and the corporation will be converted to a like 19 amount of unit interest under the LLC, right? 20 A Correct. 21 MR. COOPER: That's not what it says. 22 MR. KAPLAN: Then make an objection to 23 form. 24 MR. COOPER: Objection to form, 25 mischaracterizes the document.</p>
Page 211	Page 213
<p>1 is based upon the communications with 2 counsel -- 3 MR. COOPER: Don't answer. 4 THE WITNESS: Attorney-client that I 5 followed her advice and that was that there was 6 no need to give any more notice. 7 BY MR. KAPLAN: 8 Q These breaches were the kinds of things 9 that certainly could have been cured, right, if they 10 even existed? 11 A After the fact. I mean some of these 12 breaches would be able to be cured after the fact of 13 them being breached. 14 Q Well, let's look at the specific breaches 15 for a second. 16 A Okay. 17 Q Look at the first one. You say, "Stelor 18 failed to provide you with unit interests --" 19 MR. COOPER: Let me see your copy. 20 BY MR. KAPLAN: 21 Q "-- in Stelor LLC under paragraph 9," 22 right? 23 A Yes. 24 Q You got the settlement agreement in front 25 of you?</p>	<p>1 MR. KAPLAN: That's a speaking objection. 2 Just say objection to form because you know the 3 local rules limit your objections to that. 4 BY MR. KAPLAN: 5 Q So if you are going to get -- if your 6 options are going to be converted to unit interest 7 under the LLC, Mr. Silvers, the conversion has got 8 to take place first, right? 9 A Okay. 10 Q Until the conversion occurs and is 11 completed you agree that Stelor couldn't give you 12 any unit interest in the LLC, right? 13 A They certainly could have provided me with 14 some documentation that that's what they were going 15 to do. 16 Q Well, what requirement is there in this 17 paragraph to give you documentation of that? That's 18 not what it says, is it? 19 A Okay. So they failed to do that. 20 Q Well, the conversion hadn't been completed 21 as of April 2005, right? 22 A I don't know that to be a fact. 23 Q Well, don't you think you better -- don't 24 you think you better had -- it's getting late, let 25 me try it again.</p>

(Pages 210 to 213)

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1 Isn't that something you should have
 2 investigated and determined before you just went
 3 off willy-nilly and declared a breach of the
 4 agreement?
 5 MR. COOPER: Object to the form.
 6 THE WITNESS: That's something my lawyer,
 7 I'm sure, had to have looked into.
 8 BY MR. KAPLAN:
 9 Q What did your lawyer do to look into it?
 10 A I have no idea.
 11 Q Do you agree with me that if the
 12 conversion had not been completed Stelor had not yet
 13 breached the settlement agreement?
 14 A That seems to be an accurate statement,
 15 but also the fact that the license agreement was
 16 also terminated and the license agreement -- excuse
 17 me -- okay. I take that back.
 18 The answer is yes.
 19 Q Now, the monthly installments. First of
 20 all, that was a new obligation under the settlement
 21 agreement, right?
 22 A Yes.
 23 Q And as of the date of this agreement you
 24 had been paid some of those installments, correct?
 25 I mean as of the date of this letter you had been

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1 paid some of those installments, correct?
 2 MR. COOPER: Object to the form.
 3 THE WITNESS: I don't recall. I may have
 4 been.
 5 BY MR. KAPLAN:
 6 Q And with respect to the audit, did you
 7 know your lawyer agreed to postpone the date of the
 8 audit?
 9 MR. COOPER: Object to the form.
 10 THE WITNESS: I'm not clear about that. I
 11 know there is a lot of back and forth between
 12 you and her at some point about a determination
 13 of a date but I'm not clear about whether she
 14 agreed to postpone it or not.
 15 BY MR. KAPLAN:
 16 Q What are you going to do to get clear
 17 before we go to trial in December?
 18 A I'll discuss it with my counsel.
 19 Q That's going to be work-product, right?
 20 A I don't know.
 21 Q Is that something you plan to testify
 22 about at trial in December?
 23 A I have not decided yet.
 24 Q What about failing to provide samples of
 25 products that are being offered for sale, what

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1 products do you contend were being offered for sale
 2 as of April 2005?
 3 A According to Mr. Esrig's testimony not too
 4 long ago from what I understand and I could be
 5 mischaracterizing but I believe there was stickers
 6 that were mentioned and there were CDs or music CDs
 7 that were mentioned and I'm not sure if you
 8 mentioned books. I think that's the extent of the
 9 products that were available for sale. I know for
 10 certain the music.
 11 Q Well, you had certainly seen the books,
 12 right?
 13 A Yes. If they were the books that was my
 14 book. I'm not sure. They were working on other
 15 books.
 16 Q And you had certainly seen the music CD as
 17 of April 27, 2005, right?
 18 A No. I never saw the finished music CD. I
 19 saw a promotional copy of the CD not the finished CD
 20 in its final sale version that would be made
 21 available for sale.
 22 Q Let me get this right. As I understand it
 23 tell me if you understand it differently.
 24 A Okay.
 25 Q The way the music was being sold was over

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1 the Internet through i-Tunes, right?
 2 A To the best of my knowledge. I don't have
 3 any other knowledge it was being sold anywhere else.
 4 Q What's i-Tunes, just so we are clear on
 5 the record here?
 6 A It's a downloadable product.
 7 Q It's a Web site that Apple has?
 8 A I believe so.
 9 Q And through that Web site you can pay to
 10 download music, right?
 11 A You can download a single song or the
 12 whole CD, that's correct.
 13 Q And you got access to that downloadable
 14 music just like anybody else has, right?
 15 A Yes.
 16 Q So if you wanted to see what was being
 17 offered for sale by Stelor on the i-Tunes site all
 18 you had to do was log on to your computer and take a
 19 look at the i-Tune site, right?
 20 A That's not what the obligation of Stelor
 21 Productions required. It required them to provide
 22 me with adequate sample of finished product prior to
 23 going on sale. I saw no artwork. All I saw was a
 24 CD with the music on it. I did not see any artwork.
 25 Q Did you log on to the i-Tune site before

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1 April 27, 2005?
 2 A I didn't even know it was available on
 3 i-Tunes. I think I found out through the grapevine.
 4 I was not made aware it being sold on i-Tunes. I
 5 think I found out through Mr. Eisenberg, if I'm not
 6 mistaken. I was not told by Stelor that the music
 7 was being sold on i-Tunes.
 8 Q When was the first time you looked on the
 9 i-Tunes Web site to see the music?
 10 A I don't recall.
 11 Q Have you?
 12 A I have done that probably in the last six
 13 months or so.
 14 Q Did you do it at or around April 2005?
 15 A I don't think so, no. I don't believe so.
 16 That's not the issue here. The issue here is that
 17 they were supposed to provide me with samples, not
 18 to direct me to a Web site. That's what it clearly
 19 says, failed to provide Silvers samples of licensed
 20 products being offered for sale under paragraph 15.
 21 Q If Stelor failed to provide you with
 22 something that you already had, do you agree that
 23 would not be a material breach of any of these
 24 agreements, yes or no?
 25 A I did not already have it. So I couldn't

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1 answer yes or no. I was never provided with a
 2 finished product of the music.
 3 Q You had a sample, right?
 4 A I had a sample of a promotional copy, not
 5 a finished product sample.
 6 Q Will you hand me back those documents?
 7 MR. COOPER: It's now 20 of 7. It's
 8 getting late. My client is getting tired. You
 9 have already acknowledged even if we stay here
 10 until 8:30 or quarter to 9 you are not going to
 11 finish today.
 12 MR. KAPLAN: No, I don't think that's what
 13 I said. There is a good likelihood that we
 14 will finish tonight.
 15 MS. CALABRIA: By the way, this is on the
 16 record. I do intend to have -- I think at this
 17 point I will have some follow up cross
 18 examination. We should calculate that into
 19 whatever timing plans we are making here.
 20 MR. KAPLAN: We had an agreement when I
 21 agreed to change this deposition from Monday to
 22 today to accommodate your new appearance in the
 23 case, Mr. Cooper, that we would go late
 24 tonight --
 25 MR. COOPER: And this is late tonight.

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1 MR. KAPLAN: Just let me finish my schpiel
 2 and then you can make yours, okay.
 3 At the beginning of this deposition before
 4 we started we confirmed on the record that we
 5 planned to go until about 9 o'clock. You
 6 advised you had no conflict. Mr. Silvers
 7 advised that he had no conflict, and we are
 8 entitled to conduct seven hours worth of
 9 deposition under the rules.
 10 Now, you have also advised me tomorrow you
 11 got a very limited window of availability. You
 12 are not going to be around here until ten
 13 o'clock in the morning and then you told me you
 14 need to leave at about -- what did you say, 12
 15 o'clock. You are giving me a two hour window
 16 tomorrow which isn't going to be sufficient.
 17 We are going to stay here to night and we
 18 are going to finish the deposition. That's
 19 what your client is obligated to do. My
 20 representative is here. He has got to fly out
 21 tomorrow mid-morning and it's not fair given
 22 the representations that you have made and the
 23 accommodations that I have made for you to end
 24 this deposition now.
 25 MR. COOPER: Alright. Let me speak with

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1 my client, please.
 2 MR. KAPLAN: I'm going to put you on hold
 3 Johanna.
 4 VIDEO OPERATOR: We are off the record.
 5 (Thereupon, a brief recess was
 6 taken.)
 7 VIDEO OPERATOR: We are on the record.
 8 MR. KAPLAN: Okay. We have had a
 9 discussion about schedule during the break. We
 10 are all working under the constraints of the
 11 court's order and we are mindful of that, but
 12 we are trying to accommodate the witness and of
 13 course the lawyer's schedules.
 14 What we have agreed to do is to go until 8
 15 o'clock tonight which gives us about another
 16 hour, and then we are going to resume either
 17 Thursday at 2 o'clock our time or if I can
 18 clear a conflict for Friday on Friday at 11; is
 19 that correct?
 20 MR. COOPER: Yes.
 21 MR. KAPLAN: Johanna, you agree with that?
 22 MS. CALABRIA: Yes.
 23 MR. KAPLAN: And Mr. Silvers are you in
 24 agreement that you can appear at one of those
 25 times as well?

(Pages 218 to 221)

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<p>1 THE WITNESS: Yes.</p> <p>2 MR. KAPLAN: Do we also have an agreement</p> <p>3 that these arrangements are consistent with the</p> <p>4 court's order and that nobody intends to raise</p> <p>5 any objection or make any argument to the</p> <p>6 contrary, Mr. Cooper?</p> <p>7 MR. COOPER: Yes, that's fine.</p> <p>8 MR. KAPLAN: Johanna.</p> <p>9 MS. CALABRIA: We don't intend to make any</p> <p>10 argument to the contrary, but I want to make</p> <p>11 sure everyone has the same understanding.</p> <p>12 My understanding is that dispositive</p> <p>13 motions are due on -- they were due on the 9th</p> <p>14 pursuant to the court's order, but because of</p> <p>15 the implementation of the Pacer System my</p> <p>16 understanding now is that those motions are due</p> <p>17 on the 13th.</p> <p>18 MR. KAPLAN: Actually I think there is a</p> <p>19 five day -- an automatic five day enlargement</p> <p>20 from the 9th. So it's really probably the</p> <p>21 16th.</p> <p>22 MS. CALABRIA: Okay.</p> <p>23 MR. COOPER: That's my assumption as well.</p> <p>24 MS. CALABRIA: Okay. If that's correct</p> <p>25 then that's fine. I'll look -- relook at the</p>	<p>1 to look at the first paragraph on page 5 -- actually</p> <p>2 the second paragraph.</p> <p>3 (Pause.)</p> <p>4 MR. COOPER: Starting with central issues</p> <p>5 or starting with Stelor's motion?</p> <p>6 MR. KAPLAN: Stelor's motion.</p> <p>7 (Pause.)</p> <p>8 MS. CALABRIA: Kevin, this is the Hurley</p> <p>9 case?</p> <p>10 MR. KAPLAN: Correct.</p> <p>11 MS. CALABRIA: I can't find it.</p> <p>12 MR. KAPLAN: Let me ask my question. It's</p> <p>13 going to be really quick.</p> <p>14 MS. CALABRIA: Alright.</p> <p>15 BY MR. KAPLAN:</p> <p>16 Q Mr. Silvers, you recognize this as a paper</p> <p>17 your lawyer filed on your behalf in the case that</p> <p>18 was pending before Judge Hurley?</p> <p>19 A Yes.</p> <p>20 Q You looked at the paragraph that I</p> <p>21 referenced for you on page 5? Turn to that if you</p> <p>22 would. Did you see this paper before it was filed?</p> <p>23 A Which?</p> <p>24 MR. COOPER: The whole memo. Did you see</p> <p>25 it?</p>
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<p>1 order, maybe I read it wrong, but that's the</p> <p>2 only concern that I had is that we would be</p> <p>3 running up against that deadline.</p> <p>4 MR. KAPLAN: Okay. But otherwise are you</p> <p>5 in agreement with the stipulation?</p> <p>6 MS. CALABRIA: Yes.</p> <p>7 MR. KAPLAN: Let's proceed.</p> <p>8 BY MR. KAPLAN:</p> <p>9 Q I'm going to mark as Exhibit 112 a copy of</p> <p>10 Silvers' memorandum in opposition to plaintiff's</p> <p>11 motion for preliminary injunction in case number</p> <p>12 80393. I do not have the docket site offhand, but I</p> <p>13 have a very limited question to ask.</p> <p>14 (Deposition Exhibit No. 112 was</p> <p>15 marked for identification.)</p> <p>16 MS. CALABRIA: Can you tell me the name of</p> <p>17 the document again?</p> <p>18 MR. KAPLAN: Silvers' memorandum in</p> <p>19 opposition to plaintiff's motion for</p> <p>20 preliminary injunction. It's dated -- I think</p> <p>21 it's May 20, 2005 is the service date.</p> <p>22 MS. CALABRIA: Okay. Give me just one</p> <p>23 second.</p> <p>24 BY MR. KAPLAN:</p> <p>25 Q While she is looking I'm going to ask you</p>	<p>1 THE WITNESS: I don't believe so.</p> <p>2 BY MR. KAPLAN:</p> <p>3 Q Did you see it after it was filed?</p> <p>4 A I believe I was -- I might have been</p> <p>5 e-mailed a copy of it.</p> <p>6 Q Did you find anything in the paper to be</p> <p>7 inaccurate when you reviewed the e-mail of it?</p> <p>8 MR. COOPER: Object to the form.</p> <p>9 THE WITNESS: I don't recall.</p> <p>10 BY MR. KAPLAN:</p> <p>11 Q Did you look at the paper when it was</p> <p>12 e-mailed to you?</p> <p>13 A I don't recall.</p> <p>14 Q Alright. Take a look at page 5 of the</p> <p>15 paper.</p> <p>16 A Okay.</p> <p>17 Q The second sentence under the heading</p> <p>18 there reads, "Silvers is admittedly not complying</p> <p>19 with the license agreement because he is no longer</p> <p>20 bound by it." Is that an accurate statement of your</p> <p>21 position?</p> <p>22 A That should be a typo. Silvers is</p> <p>23 admittedly not complying with the license --</p> <p>24 Q That's your position, right?</p> <p>25 A No.</p>

(Pages 222 to 225)

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<p>1 Q You admitted that you are not complying 2 with the license agreement and haven't been 3 complying since you terminated it in April of 2005, 4 right? 5 MR. COOPER: Object to the form. 6 THE WITNESS: I don't understand this at 7 all. I don't recall even reading this. 8 BY MR. KAPLAN: 9 Q Do you agree with that statement? 10 A "Silver is admittedly not complying with 11 the license agreement because he is no longer bound 12 by it." 13 Q That's what your lawyers wrote, right? 14 A Okay. Now I see what this is. 15 MS. CALABRIA: Kevin, while he is reading 16 it, I just want to be clear. I found the 17 document, but I think that the reason I was 18 confused is because it's a different case. 19 This is the second case. 20 MR. KAPLAN: This is 05-80393. 21 MS. CALABRIA: This is the case Stelor 22 filed against Silvers. 23 MR. KAPLAN: Correct. 24 MS. CALABRIA: Okay, got it. 25 THE WITNESS: Now that I'm reading it in</p>	<p>1 Q Yes. 2 A The license agreement, as far as I'm 3 concerned, was terminated. So it's obvious that I'm 4 not complying with the license agreement if my 5 position is that it was terminated. 6 Q In fact, you went ahead and filed a law 7 suit against Google, Inc. obviously, right? 8 A I believe that's the case. 9 Q You filed that lawsuit on or about May 4, 10 2005, correct? 11 A That's what the record says, that's what 12 it is. 13 Q If the license agreement -- assume that 14 the license agreement was still in effect on May 4, 15 2005, okay. 16 A Assuming that the license agreement was 17 still in effect on May 4th, go ahead. 18 Q Was your filing of that action against 19 Google in violation of the license agreement? 20 MR. COOPER: Object to the form. 21 THE WITNESS: I'm not an attorney so I 22 cannot give you that answer. 23 BY MR. KAPLAN: 24 Q What's your understanding? 25 MR. COOPER: Same objection.</p>
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<p>1 this context this is my lawyer wrote this. I'm 2 not complying with the license agreement 3 because I'm no longer bound by it based upon 4 her alleging that it was terminated, okay. 5 BY MR. KAPLAN: 6 Q Is that an accurate statement of your 7 position? 8 A I would have to state that this is what 9 the lawyer wrote and this is what the position is. 10 Q Do you agree with that statement? 11 A I think the document will speak for 12 itself. 13 Q Sir, I'm asking you as you sit here today 14 do you agree with the representation made in this 15 paper that you are admittedly not complying with the 16 license agreement because you contend you are no 17 longer bound by it? Do you agree, yes or no? 18 A I can't give you yes or no. Again, this 19 is what my lawyer wrote on my behalf. She is my 20 counsel. She had a reason for putting it in there. 21 I will defer to counsel and what she wrote in this 22 document, end of story. 23 Q Are you complying with the license 24 agreement? 25 A Am I complying with the license agreement?</p>	<p>1 THE WITNESS: Defer to counsel on that. 2 BY MR. KAPLAN: 3 Q If the license -- assuming the license 4 agreement was still in effect on May 4, 2005 would 5 you have filed that lawsuit? 6 MR. COOPER: Object to the form. 7 THE WITNESS: I'm not knowledgeable in the 8 law to know if that's something that I had a 9 right to do or not. That's why I had counsel. 10 BY MR. KAPLAN: 11 Q But you wouldn't have, you would have 12 wanted Stelor to do it or to do it jointly with 13 Stelor, right? 14 MR. COOPER: Object to the form. 15 THE WITNESS: Perhaps. 16 BY MR. KAPLAN: 17 Q Not perhaps, yes. 18 A Don't put words in my mouth. 19 Q That's what I'm doing today, I'm asking 20 leading questions. 21 A I said perhaps. 22 Q The answer really is yes, though, isn't 23 it? 24 MR. COOPER: Object to the form. 25 THE WITNESS: The answer is perhaps. The</p>

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1 answer is not yes.
 2 BY MR. KAPLAN:
 3 Q Alright. Let me show you what I'm marking
 4 as Exhibit 113.
 5 (Deposition Exhibit No. 113 was
 6 marked for identification.)
 7 BY MR. KAPLAN:
 8 Q It's a copy of declaration of Steven
 9 Silvers that was filed in case 05-80393 before Judge
 10 Hurley.
 11 MS. CALABRIA: What's the date of the
 12 document?
 13 MR. KAPLAN: May 20, 2005. It's docket
 14 entry 11.
 15 MS. CALABRIA: Thank you.
 16 BY MR. KAPLAN:
 17 Q Is that your signature, Mr. Silvers, on
 18 the declaration on page 8?
 19 A Yes.
 20 Q Who prepared this document?
 21 A May have been my lawyer with information I
 22 gave her, provided her.
 23 Q Did you write the declaration or did your
 24 lawyer?
 25 A I don't recall.

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1 Q Did you review this declaration before you
 2 signed it?
 3 A I'm sure.
 4 Q Did you make any changes to it before you
 5 signed it?
 6 A I didn't read the whole document so I
 7 don't recall.
 8 Q You didn't read the whole document before
 9 you signed it?
 10 A I'm saying didn't -- I read the document
 11 and I don't recall if I made any changes. If I did
 12 they would have been implemented in this file of
 13 motion -- I mean this file with the declaration.
 14 Q What did you do -- well, when you signed
 15 it you understood that you were signing it under
 16 penalty of perjury, right?
 17 A Yes.
 18 Q So did that mean to you that it was
 19 important that all of the statements in the
 20 declaration were accurate?
 21 A Yes.
 22 Q What did you do to confirm that the
 23 statements in the declaration were accurate before
 24 you signed it?
 25 A I'm sure I read it over carefully.

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1 Q Did you do anything other than reading it
 2 over to confirm the accuracy of the declaration?
 3 A Without having read the whole declaration
 4 I would not be able to give you that answer.
 5 Q Well, let's go through it.
 6 A Okay.
 7 Q Take a look at paragraph 2.
 8 A Okay.
 9 Q This is 1996 you published the book
 10 *Googles and the Planet of Goo* which you authored; is
 11 that correct?
 12 A Yes.
 13 Q Did you write the book while incarcerated
 14 for a conviction on federal charges?
 15 A Yes.
 16 Q What charges?
 17 MR. COOPER: Object to the form.
 18 THE WITNESS: It was multitude of charges,
 19 conspiracy, there was an 848 CCE, there was a
 20 Title 21, 841, there was a whole host of
 21 charges.
 22 BY MR. KAPLAN:
 23 Q Did the charges relate to cocaine
 24 trafficking?
 25 MR. COOPER: Object to the form.

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1 THE WITNESS: I believe so.
 2 BY MR. KAPLAN:
 3 Q You wrote a book as a way to stay
 4 connected to your kids while you were incarcerated,
 5 correct?
 6 MR. COOPER: Objection to the form.
 7 THE WITNESS: My son specifically.
 8 BY MR. KAPLAN:
 9 Q Take a look at paragraph 7. In the second
 10 sentence you say, "I have now been advised of Stelor
 11 Productions Inc.'s assignment of its rights under
 12 the license agreement to Stelor Productions, LLC and
 13 have not consented to such a transfer." Now, we
 14 looked at the settlement agreement just a few
 15 minutes ago in which you specifically acknowledge
 16 that Stelor was converting to an LLC. Do you
 17 remember that, and let me hand you back the
 18 settlement agreement Exhibit 41, specifically
 19 paragraph 9?
 20 A Okay.
 21 Q Do you remember that in the settlement
 22 agreement?
 23 A Okay. What's this now please, again?
 24 Q In the settlement agreement in paragraph 9
 25 in January of 2005 you specifically acknowledged

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1 that Stelor was converting to an LLC, right?
 2 A What was the date of this?
 3 Q May 2005?
 4 A This was when?
 5 Q The settlement agreement was January 2005?
 6 A Okay.
 7 Q So the statement in your declaration in
 8 paragraph 7 is inaccurate; isn't that correct?
 9 A Let me think.
 10 MR. COOPER: Object to the form.
 11 THE WITNESS: No. I think the confusion
 12 here is that I was not made aware that Stelor
 13 Productions was converting -- was assigning the
 14 property, the Google property, from its
 15 corporation to the LLC.
 16 My knowledge, as best as I can ascertain,
 17 was here. I'm agreeing the parties acknowledge
 18 that Stelor, Inc. a Delaware C corporation is
 19 in the process of converting to a -- is in the
 20 process of converting to an LLC. "Any options
 21 granted to Silvers from the Stelor, Inc. C
 22 Corporation will be converted to like amount of
 23 units interest under the LLC," in this
 24 statement here it mentions I have not been
 25 advised of Stelor Productions, Inc.'s

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1 assignment of its rights under the license
 2 agreement to Stelor Productions, LLC and have
 3 not consented to such a transfer of those
 4 rates.
 5 BY MR. KAPLAN:
 6 Q Read the next sentence.
 7 A "I first learned that Stelor Productions
 8 LLC claims the status of licensee when served with
 9 this lawsuit. Both Stelor entities are referred to
 10 herein as Stelor."
 11 Q Let me ask you this question. In the
 12 settlement agreement you specifically agreed and
 13 acknowledged that Stelor Productions, Inc. was
 14 converting to Stelor Productions, LLC, correct?
 15 A It was in the process of converting, okay.
 16 Q So you knew under the settlement agreement
 17 that the licensee was going to be Stelor Productions
 18 LLC, correct?
 19 A I had no knowledge that Stelor was going
 20 to assign its rights under the license agreement to
 21 Stelor Productions, LLC.
 22 Q What makes you think it did? Stelor, the
 23 corporation, simply changed to an LLC, right, and
 24 you knew that because you wanted the options in the
 25 LLC, right?

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1 A As I was promised, that's correct.
 2 Q Because you knew that the LLC was going to
 3 be your licensee when you entered into the
 4 settlement agreement, right?
 5 A It would appear to be so.
 6 Q So paragraph 7 of this declaration is
 7 wrong, isn't that a correct statement? You knew
 8 that Stelor Productions, LLC was claiming the status
 9 of licensee the moment you signed the settlement
 10 agreement in January 2005, right?
 11 MR. COOPER: Object to the form.
 12 THE WITNESS: There had to be a reason why
 13 this clause was put in here.
 14 BY MR. KAPLAN:
 15 Q Yes. Your lawyer made something up and
 16 got you to sign it, right?
 17 MR. COOPER: Object to the form.
 18 THE WITNESS: I can't say yes or no to
 19 that. All I know is that they talked about the
 20 assignment of its rights under the license
 21 agreement --
 22 BY MR. KAPLAN:
 23 Q As you sit here today --
 24 MR. COOPER: Let him finish his answer,
 25 please.

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1 THE WITNESS: Have not consented to such a
 2 transfer and have not consented to such a
 3 transfer.
 4 BY MR. KAPLAN:
 5 Q Let me ask you this question, Mr. Silvers?
 6 MR. COOPER: Hang on a second. Are you
 7 still going?
 8 THE WITNESS: Yes. Go ahead.
 9 BY MR. KAPLAN:
 10 Q As you sit here today you know that the
 11 statement in this declaration of paragraph 7, "I
 12 first learned that Stelor Productions, LLC claims
 13 the status of licensee when served with this
 14 lawsuit." That was in May of 2005. You know that
 15 statement is false, don't you?
 16 A It's not -- from what I'm reading here and
 17 comparing this it's not -- it's inaccurate.
 18 I have not been advised that Stelor
 19 Productions, Inc.'s assignment of its rights under
 20 the license agreement to Stelor Productions, LLC
 21 and have not consented to such a transfer.
 22 Q Let's move on. Take a look at
 23 paragraph --
 24 A Excuse me.
 25 MR. COOPER: Let him finish the answer.

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1 THE WITNESS: Can you provide me with the
 2 license agreement one more time, please.
 3 BY MR. KAPLAN:
 4 Q Sure. There is no question pending.
 5 A I just want to see something.
 6 Q I'm handing the witness Exhibit 103 at his
 7 request.
 8 A One second here. There is supposed to be
 9 a clause in here about assignment and the rights of
 10 assigning, which is what I was -- page 8 under
 11 Section 21 assignability, "Neither party may assign
 12 by any act or operation of law the rights and
 13 obligations of this agreement unless in connection
 14 with a transfer of substantially all of the assets
 15 of the licensee and/or with the consent of the
 16 licensor, which shall not be unreasonably withheld
 17 or delayed by way of example and not limitation.
 18 Licensee --" which I believe is a typo, it should
 19 have been licensor, "May freely assign its rights
 20 and obligations under this agreement to Stelor
 21 Productions, Inc." I don't think there was a proper
 22 assignment that was done between the LLC and the
 23 corporation that I was made aware of.
 24 Q There wasn't any assignment the
 25 corporation just converted to an LLC, right?

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1 A But the assets of the corporation had to
 2 be assigned to the LLC. It can't just be
 3 automatically --
 4 Q You acknowledge that that conversion could
 5 be made in the settlement agreement -- having
 6 acknowledged that conversion in the settlement
 7 agreement are you saying you then had the right to
 8 disapprove it later?
 9 A Well, it says it's in the process of
 10 converting to an LLC. It had not converted to an
 11 LLC and I don't know if it did convert to an LLC by
 12 the time that I made this statement. This statement
 13 was made when, in --
 14 MR. COOPER: May 2005.
 15 THE WITNESS: And this here was made in --
 16 BY MR. KAPLAN:
 17 Q You new in January 2005 that Stelor, LLC
 18 was soon going to be your licensee?
 19 A No. What I did know, so you don't trick
 20 me up on this so we have an accurate record, sir.
 21 Is that there was knowledge that I was made aware of
 22 that Stelor, Inc. a Delaware C Corporation was in
 23 the process of converting to a Delaware LLC and any
 24 options granted to me from the corporation would
 25 then be converted to the LLC, but I think and I

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1 believe it was not intentional that I misrepresented
 2 myself when I signed this.
 3 I don't believe Stelor Productions
 4 become and LLC. When did Stelor Productions
 5 become an LLC? Was it at the time that I executed
 6 the declaration so it's obvious that my lawyer
 7 advised me at this period of time Stelor did not
 8 become an LLC and therefore I made this statement.
 9 Q Sir, look at the caption of the pleading,
 10 please.
 11 A Declaration of Steven S. Silvers.
 12 Q No, the caption of the case, Stelor
 13 Productions -- what is it?
 14 A LLC, a Delaware corporation formerly known
 15 as Stelor Productions, Inc. the plaintiff.
 16 Q Can I move on to my next question?
 17 A Yes.
 18 Q Take a look at paragraph 9.
 19 A Okay.
 20 Q You are complaining about Stelor's alleged
 21 failure to provide a written agreement granting me
 22 1,000 options for Stelor's stock.
 23 Is it your testimony as you sit here
 24 today that Stelor never provided you with a
 25 written agreement granting you the options, yes or

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1 no?
 2 A I recall receiving a letter, but I think
 3 it was after the fact. I recall receiving a letter
 4 to something to that effect, but I received it after
 5 the fact.
 6 Q You received that letter on December 11,
 7 2004, didn't you?
 8 A I don't recall.
 9 Q If you have received that letter on
 10 December 11, 2004, would you agree that it was
 11 before the fact?
 12 MR. COOPER: Object to the form.
 13 THE WITNESS: I would agree that if I
 14 received the letter I would have to say that it
 15 would be before the fact. I don't know if I,
 16 in fact, received the letter.
 17 BY MR. KAPLAN:
 18 Q Let me show you what I'm marking as
 19 Exhibit 117.
 20 (Deposition Exhibit No. 117 was
 21 marked for identification.)
 22 MS. CALABRIA: Did you say 117?
 23 MR. KAPLAN: 117, yes. This is an
 24 exhibit to Esrig's declaration. I think it's
 25 an exhibit -- the declaration is docket entry

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1 63.
 2 MS. CALABRIA: Exhibit A?
 3 MR. KAPLAN: It's probably not Exhibit A.
 4 It's Exhibit F as in Frank.
 5 MS. CALABRIA: I don't have that because
 6 I'm guessing because I probably wasn't able to
 7 pull it off. Can you tell me what it is?
 8 MR. KAPLAN: This is a letter dated
 9 December 10, 2004 that is an agreement relating
 10 to the options between Stelor and Silvers and
 11 attached to it is a FedEx confirmation that
 12 indicates that it was signed for by Steven on
 13 December 11, 2004. You got this letter didn't
 14 you, Mr. Silvers?
 15 THE WITNESS: I don't recall to be honest
 16 with you and I never would have signed for it
 17 by Steven. It would have been Steven Silvers.
 18 This letter here I'm almost positive was after
 19 the fact and it didn't -- it's talking about
 20 option shares vested one third after the end of
 21 2004. That's not what my agreement called for.
 22 It was 1,000 shares not with any caveats with
 23 vested interests expiring at the end of 2007.
 24 BY MR. KAPLAN:
 25 Q Mr. Silvers --

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1 A I don't think this was even signed by Mr.
 2 Esrig.
 3 Q Let's just take this one step a time --
 4 MR. KAPLAN: Hold on. We have to change
 5 the tape.
 6 VIDEO OPERATOR: We are off the record.
 7 (Thereupon, a brief recess was
 8 taken.)
 9 VIDEO OPERATOR: We are on the record.
 10 BY MR. KAPLAN:
 11 Q One housekeeping item. This letter that I
 12 have been questioning the witness about was
 13 inadvertently marked as Exhibit 116. In fact it's
 14 going to be marked as Exhibit 114.
 15 (Deposition Exhibit No. 114 was
 16 marked for identification.)
 17 BY MR. KAPLAN:
 18 Q So let's go back to Exhibit 114, and here
 19 is the question, Mr. Silvers.
 20 Did you receive this letter on or about
 21 December 11, 2004?
 22 A I don't recall.
 23 Q Do you deny receiving the letter on or
 24 about December 11, 2004?
 25 A I can't deny or affirm.

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1 Q Was your address at the time 8983
 2 Okeechobee Boulevards, Suite 202?
 3 A Yes.
 4 Q Was there any other Steven at that
 5 address?
 6 A No.
 7 Q You were the only Steven, correct?
 8 A That's correct.
 9 Q Do you dispute the accuracy of the FedEx
 10 delivery confirmation that I have attached to this
 11 exhibit?
 12 A No.
 13 Q Now, did you sign Exhibit 114 and send it
 14 back to Stelor?
 15 A I don't believe so.
 16 Q Did you refuse to sign it?
 17 A I think my counsel and I discussed some
 18 things in reference to this document and that's
 19 attorney-client privilege as to why there was no
 20 signature.
 21 Q Did you object to this document?
 22 A I think the lawyer objected to it.
 23 Q Did you or your lawyer or anybody ever
 24 advise Stelor that you objected to this letter
 25 agreement?

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1 A I believe so.
 2 Q When?
 3 A I don't know, but I believe my lawyer did
 4 object to it. It made specific discussions about
 5 vested one-third after the end of 2004 and so on.
 6 That was not what I agreed with Mr. Esrig.
 7 Q You knew Stelor had an option plan?
 8 A That's another issue that I raise in my
 9 declaration that I was never provided. In fact,
 10 Stelor has even refused to provide me a copy of its
 11 then existing option plan and any option plain which
 12 is necessary to determine if I'm entitled to more
 13 options. I believe my lawyers inquired with Stelor
 14 about those documents and was never given them. I
 15 was not aware of them having an option plan.
 16 Q I'm sorry. Let me hand you back
 17 Exhibit 111. That's your termination letter. I
 18 don't see any request in there for a copy of the
 19 option plan. Can you point it out to me?
 20 A It's not in this letter. I think it was
 21 in some other document that she may have
 22 communicated with either Stelor or Stelor's counsel.
 23 Q What document, can you tell me?
 24 A A letter or e-mail perhaps.
 25 Q Isn't it true that as of the date of your

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1 declaration May 20, 2005 Stelor had provided you
 2 with a written agreement granting the options which
 3 you refused to sign, isn't that true?
 4 A It appears that there is a letter here
 5 dated prior to this declaration, and I did upon
 6 advice of counsel refuse to sign this letter -- this
 7 option shares because it was after the fact.
 8 Q The statement in paragraph 9 that Stelor
 9 has not provided this agreement to me is false.
 10 MR. COOPER: Object to the form.
 11 THE WITNESS: The reason why I addressed
 12 this the way that I did was that this option
 13 letter does not comport with what I stated in
 14 my declaration, which was that provided written
 15 agreement granting me one thousand option
 16 shares of Stelor stock with the number of
 17 options to increase if Stelor's option plan
 18 changed.
 19 Stelor has not provided me with this
 20 agreement -- Stelor has not provided this
 21 agreement to me. If you look at my original
 22 consulting agreement it states in there that
 23 they will provide me with an agreement that
 24 stipulated that if there was other option
 25 shares granted to other people that I would

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1 certainly be entitled to additional option
 2 shares. And that was not in this letter. I
 3 believe that's why I was told not to execute
 4 this agreement, because this would lock me into
 5 one thousand shares when I had knowledge that
 6 there were other people that Stelor had
 7 promised in like categories of myself and
 8 Mr. Maitland more option shares than what
 9 Mr. Esrig had led me to believe that I would
 10 otherwise be entitled to. So that's why I
 11 think I believe I made this statement the way I
 12 did.
 13 BY MR. KAPLAN:
 14 Q That's not what the April 27th letter
 15 says, is it?
 16 A What does the April 27th letter state?
 17 Q I just showed it to you. "Failed to
 18 provide seller with unit interests in Stelor, LLC.
 19 There is not one word in there about options, is
 20 there?
 21 A I cannot speak for what my counsel did on
 22 my behalf in that regard. All I know is that you
 23 are trying to get me to state that I committed
 24 perjury when I wrote this or I signed this document
 25 and that's not an accurate statement.

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1 Q The statement in paragraph 9 is a little
 2 misleading to say the least, isn't it?
 3 A The document speaks for itself.
 4 MR. COOPER: Object to the form.
 5 BY MR. KAPLAN:
 6 Q It sure does. Now, take a look at
 7 paragraph 13 of your declaration.
 8 A Okay.
 9 Q You are referencing the i-Tunes music,
 10 right and you say, for example, attached is Exhibit
 11 D.
 12 A Yes.
 13 Q Feel free to look at Exhibit D is a
 14 receipt an associate provided to me reflecting the
 15 purchase and the download of the entire One Goo
 16 World compact disc in August 2004.
 17 A Where is that exhibit?
 18 Q Behind the page that says Exhibit D.
 19 A D. Here is Exhibit B, okay.
 20 Q Who is the associate?
 21 A I was provided this, I believe, by Mr. --
 22 I believe Eisenberg.
 23 Q Why didn't you put his name in there?
 24 A I don't know. I didn't think it was
 25 necessary.

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1 Q When did he provide it to you?
 2 A Before this document was issued, that's
 3 for sure.
 4 Q Before May 20, 2005, but how much before?
 5 A I don't recall. All I know is that the
 6 document and the exhibit speaks for itself and I was
 7 never paid royalties on this.
 8 Q The document indicates that Mr. Eisenberg,
 9 if it was him, purchased the music from i-Tunes on
 10 or about August 31st, 2004?
 11 A No, not Mr. Eisenberg. Where are you
 12 reading this, sir?
 13 Q Paragraph 13 of your declaration says that
 14 an associate -- paragraph 13 says, "Attached as
 15 Exhibit D is a receipt an associate provided to me."
 16 A Right, reflecting the purchase and
 17 download of the entire One Goo World compact disc in
 18 August of 2004.
 19 Q Who was the associate?
 20 A The associate that provided me the
 21 document was Mr. Eisenberg. The person that
 22 purchased this I don't have the exact name of the
 23 person that purchased it. But we can certainly find
 24 that out by the order number and the invoice.
 25 The point is that this purchase was

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1 never reflected in any royalty statement that I
 2 was provided.
 3 Q I understand your point. What I'm trying
 4 to ask you where this purchase receipt came from.
 5 Where did Mr. Eisenberg get it?
 6 A It was provided to him by the person that
 7 purchased the CD from what I understand.
 8 Q Which was who?
 9 A I don't know. I'm sure that I could find
 10 that out.
 11 Q How would you find out?
 12 A I would speak to Mr. Eisenberg.
 13 Q Did you bother to ask Stelor why you
 14 hadn't received any royalty information for that
 15 purchase?
 16 A Yes.
 17 Q When?
 18 A I don't recall.
 19 Q Does your termination letter say anything
 20 about the download of the Googles from Goo sound
 21 track?
 22 A I don't remember either way. All I know
 23 is that this document is a purchase history of
 24 somebody that purchased this entire album. The
 25 dates and everything else the document speaks for

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1 itself and was never reflected in any royalty
 2 statement. To that effect I made this claim as I
 3 made.
 4 Q What's AWAL?
 5 A Some company that Mr. Esrig and some
 6 gentleman by the name of Figelman or somebody
 7 formed, an artist without -- Artist Without License
 8 AWAL, Artist Without License -- Licenses or license.
 9 I never did know what that company was all about.
 10 Q Stelor advised you, in fact you have seen
 11 it in the court papers we filed that AWAL was
 12 handling the sale of the music through i-Tunes,
 13 correct?
 14 A I recall something to some effect about
 15 that. I never could get a straight answer about
 16 who, what, why, where, when.
 17 Q Will you just try and stick with my
 18 questions for a second, okay. And in fact Stelor
 19 advised you that the very first statement they got
 20 from AWAL was dated February 25, 2005, correct?
 21 A I don't know that answer. AWAL was
 22 involved with i-Tunes and I would assume that AWAL
 23 would be considered a sublicensee, and if that's the
 24 case I never received any information about them
 25 being a sublicensee.

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1 Q Can you stick with my question for a
 2 second? They are a service that just handled the
 3 sale of music on i-Tunes right?
 4 A I have no idea who they were. This is the
 5 first time I'm seeing this.
 6 Q Take a look -- this is the first time you
 7 are seeing this?
 8 A I think so.
 9 Q Did you read the papers that were filed in
 10 this action? Did you see the declarations Mr. Esrig
 11 filed?
 12 A This is the first time I'm seeing this
 13 document.
 14 Q Did your lawyers send you the papers that
 15 were filed?
 16 A Sometimes they e-mail them to me and
 17 sometimes I get them sent to me. This is the first
 18 time I'm looking at this document to the best of my
 19 knowledge. This statement totals \$48.82, okay.
 20 Q Now, the download was August 2004, right?
 21 A August 31st.
 22 Q And you see that this report reports by
 23 month. There is three entries for 7/31, right,
 24 7/31/2004, although the '04 is cut off, do you see
 25 that?

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1 A Yes.
 2 Q And then there is a bunch of entries for
 3 8/28/2000, do you see those?
 4 A Yes. None for 8/31.
 5 Q Of course 8/31 would be after the cutoff
 6 for August of 2004, right, it's reported by month.
 7 Do you see that?
 8 A I know that from what I'm looking at here.
 9 I see all the dates for July, August and all of the
 10 dates for September and October. So why wouldn't
 11 there be an August 31st?
 12 Q All of the dates on this report correspond
 13 to the end of the month which is the reporting
 14 cycle, do you see that?
 15 A No.
 16 Q For example, the first three entries all
 17 bear the date 7/31, correct?
 18 A Yes.
 19 Q That's not the date of the download,
 20 that's the date of the report for downloads during
 21 the month of July, do you understand that?
 22 A I don't know how they keep the accounting
 23 records. You are telling me, you know, so if you
 24 are surmising that I know this, I'm just listening
 25 to what you are telling me. I don't see the date

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1 August 31 anywhere in here, not even September.
 2 Q Wait. Just take this one step at a time.
 3 A Okay.
 4 Q I want you to accept as true that the
 5 downloads are reported on a monthly basis, okay.
 6 Can you do that?
 7 A Do you know this to be a fact?
 8 Q Yes.
 9 A Okay, well, I don't know it to be a fact
 10 so I'm going to base it on what you are telling me.
 11 Q Yes. That's what I'm asking you to do.
 12 Now, assuming that's true, if the cut off date for
 13 reporting downloads during the month of August 2004
 14 was August 28, a download that occurred on August
 15 31st would show up on the report for the following
 16 month, correct?
 17 A But this is seemingly an inconsistency
 18 here. There is the 31st of July, the 28th of
 19 August, the 25th of September, the 30th of October.
 20 There is no consistency here. I'm of the opinion
 21 that this is when these dates -- this is when these
 22 downloads actually took place.
 23 Q Do you know that for a fact?
 24 A No, but I don't know that to be not for a
 25 fact. You are telling me something that I don't

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1 think is accurate. I see your July 31, 2004, the
 2 title, the downloads, the amount.
 3 Q Do you see a download next to the date
 4 9/25/2004 for One Goo World?
 5 A Yes.
 6 Q That's the entire album, correct, the
 7 entire CD, generating --
 8 A Not for \$6,000.50, I don't believe.
 9 Q Well, that's the commission that comes
 10 from the download, right? That's not the retail
 11 price --
 12 A I don't know that. That's what you are
 13 telling me. I have never seen anything. I have
 14 never been explained about this company and how they
 15 work.
 16 Q Do you dispute that?
 17 A I would have to dispute it because I was
 18 never told about it.
 19 Q Did you ever bother to ask?
 20 A I'm sure that I inquired a number of times
 21 with Steve about certain things that I was never
 22 given information about.
 23 Q Did you bother to read what Mr. Esrig had
 24 to say in his declaration about this?
 25 A I don't recall. I'm sure I read his

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1 declaration.
 2 Q Do me a favor. Count up the number of
 3 downloads that are listed on this first page. Do
 4 you see that number? It's mostly 1's under the
 5 heading downloads.
 6 A Yes.
 7 Q I count up -- I get to 32, do you see
 8 that?
 9 A Okay.
 10 Q Do you agree with that?
 11 A If that's what you say, 32.
 12 Q Turn the page. I see 8 more on the second
 13 page.
 14 A Okay.
 15 Q It totals 40 by my count, okay. Now, in
 16 fact you were provided a royalty statement for this
 17 period by Stelor in June -- let me just find it.
 18 I'm going to hand you what I'm marking as
 19 Exhibit 116 which is a big letter from me to Gail
 20 McQuilkin dated June 21, 2004?
 21 (Deposition Exhibit No. 116 was
 22 marked for identification.)
 23 MS. CALABRIA: Kevin, excuse me. Did you
 24 say 116? Did I miss 115?
 25 MR. KAPLAN: Yes, that's the AWAL

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1 statement.
 2 (Deposition Exhibit No. 115 was
 3 marked for identification.)
 4 MS. CALABRIA: Oh, I see. Okay, I got it.
 5 BY MR. KAPLAN:
 6 Q Let me show you the royalty statement that
 7 appears on the last page of that letter, second to
 8 the last page.
 9 MS. CALABRIA: Is there a document entry
 10 that corresponds to 116?
 11 MR. KAPLAN: Yes. Hold on one second.
 12 It's in one of the Esrig declarations.
 13 THE WITNESS: I never saw this before.
 14 MR. KAPLAN: You never saw that letter.
 15 THE WITNESS: I never saw this.
 16 BY MR. KAPLAN:
 17 Q This is a royalty statement for the period
 18 January 1, 2005 to March 31, 2005. Do you deny
 19 receiving this?
 20 MS. CALABRIA: Kevin, I'm sorry to
 21 interrupt. Could you get a docket entry for me
 22 so I can follow along?
 23 MR. KAPLAN: I don't have it at hand.
 24 Just give me one second and I'll get it to you
 25 in a minute.

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1 BY MR. KAPLAN:
 2 Q Do you deny receiving this royalty
 3 schedule?
 4 A I can't be sure. This is advance royalty.
 5 This is advance royalty.
 6 Q This reports on royalties for i-Tunes
 7 downloads, correct? You see the item says download
 8 description, album single, album single.
 9 A What is derivative work, where would that
 10 be?
 11 MS. CALABRIA: Kevin, I'm having a hard
 12 time following. Would you mind giving me that
 13 number so that I can follow on?
 14 MR. KAPLAN: Johanna, I got ten minutes
 15 left before we are going to depart. Just let
 16 me get through this then I'll be happy to get
 17 you the document.
 18 MS. CALABRIA: Okay. I just -- you know.
 19 BY MR. KAPLAN:
 20 Q It says unit sold 40.
 21 A Okay, from January.
 22 Q The item is downloads, correct?
 23 A Yes.
 24 Q Alright. That corresponds exactly to the
 25 number of downloads shown on the AWAL report, right?

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1 A From January to March.
 2 Q Right, and we agreed earlier on when I
 3 showed you the license agreement that what counts is
 4 when Stelor received the revenues, right?
 5 A Okay.
 6 Q If Stelor didn't receive the revenues
 7 until it got this AWAL statement in February of
 8 2005, then those revenues, those royalties were
 9 accurately reported in the royalty statement for
 10 that period which Stelor gave to you, right?
 11 A I'm trying to understand what the point is
 12 here. Are you saying that this download here is
 13 included in this royalty statement.
 14 Q Yes. That's exactly what I'm saying.
 15 A I don't see how you are coming up with
 16 that conclusion. This is from January to March.
 17 This is August, which is 2004. June 31st, 2004.
 18 These royalty statements, excuse me, cover 1/1/05 to
 19 3/31/05 January, February, March and you are telling
 20 me that it took August, September, October,
 21 November, December, January, six months for Stelor
 22 to get paid its royalty on this, is that what you
 23 are telling me?
 24 Q Assuming it did, then Stelor accurately
 25 reported it to you, right?

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1 MS. CALABRIA: What's the amount of
 2 royalty on that document?
 3 THE WITNESS: The \$12 no. The credit
 4 card --
 5 MR. KAPLAN: One the statement, \$2.89.
 6 BY MR. KAPLAN:
 7 Q And, Mr. Silvers, in light of
 8 Ms. Calabria's question, the total amount of
 9 royalties that you are fighting over is \$2.89,
 10 right?
 11 A I'm fitting over the principle of not
 12 reporting accurately to me when I was led to believe
 13 otherwise was the case, not seeing this anywhere in
 14 a royalty statement.
 15 Q And you jumped the gun. You terminated
 16 the agreement without even bothering to ask Stelor
 17 to explain to you why it hasn't been reported,
 18 right?
 19 A I asked -- this was directed to Mr. Esrig,
 20 I believe, in a letter or verbally, probably in a
 21 letter I'm pretty sure. The answer was he knew
 22 nothing about it, from what I recollect, and I think
 23 he would look into it, something along those lines,
 24 and I never got any definitive answer one way or the
 25 other.

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1 Q A letter you can't point me to and haven't
 2 provided me with, right?
 3 A I will look to search for that letter.
 4 There is something to that effect. Because I
 5 remember Mr. Esrig telling me that he knew nothing
 6 about this download.
 7 Q Will you provide me that letter Thursday
 8 or Friday when we continue?
 9 A I will try to look for it.
 10 Q Go back to your declaration.
 11 A Okay.
 12 Q Page 4, paragraph 16. Now, again, you are
 13 talking about royalty statements for the 3rd and 4th
 14 quarters of 2004, right?
 15 A That's what I'm saying here.
 16 Q But you agreed in the settlement agreement
 17 that Stelor didn't need to provide you with those
 18 royalty statements, right?
 19 A I don't -- you have to show me that
 20 document.
 21 Q You agree -- let me show you the
 22 settlement agreement again. I direct your attention
 23 to paragraph 12. You agree that Stelor shall
 24 confirm in writing that no royalty payments are
 25 outstanding and thus no royalty statements are due.

(Pages 258 to 261)

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1 Paragraph entitled Royalty Statements, right?
 2 A Yes.
 3 Q And Stelor provided you with that
 4 certification, right?
 5 A I believe so. What was the date of this
 6 again?
 7 Q The settlement agreement, January 28,
 8 2005?
 9 A The date of my declaration was?
 10 Q May 2005?
 11 MR. COOPER: Object to the form.
 12 THE WITNESS: Okay.
 13 BY MR. KAPLAN:
 14 Q Let me show you what I marked as
 15 Exhibit 117. This is the certification that Stelor
 16 provided you on or about March 8, 2005. It's
 17 Exhibit A to the supplemental Esrig declaration.
 18 (Deposition Exhibit No. 117 was
 19 marked for identification.)
 20 MS. CALABRIA: Do you have a docket entry
 21 number?
 22 MR. KAPLAN: 53.
 23 BY MR. KAPLAN:
 24 Q Stelor provided you the certification that
 25 was required under the settlement agreement, right?

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1 A March 8, '05.
 2 Q "No royalty payments from Stelor to
 3 Mr. Silvers are owed or outstanding.
 4 A As of December 31, 2004.
 5 Q That satisfies the requirement of
 6 paragraph 12 of the settlement agreement, doesn't
 7 it?
 8 A What was the royalties that were paid
 9 January -- that was in 2005, January, February,
 10 March 2005.
 11 MR. COOPER: Object to the form.
 12 THE WITNESS: Okay.
 13 BY MR. KAPLAN:
 14 Q So the certification satisfies the
 15 requirement of paragraph 12 of the settlement
 16 agreement, right?
 17 MR. COOPER: Object to the form.
 18 THE WITNESS: I'm getting tired. Once
 19 again -- okay, January 28, 2005 is the date of
 20 the settlement agreement and this is March of
 21 2005, three months later.
 22 BY MR. KAPLAN:
 23 Q And yet in paragraph 16A of your
 24 declaration you don't make any mention about
 25 paragraph 12 of the settlement agreement or the

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1 certification that Stelor provided, do you?
 2 A No.
 3 Q It's a little misleading, don't you think?
 4 You are alleging a breach under the license
 5 agreement after you have already agreed that Stelor
 6 can follow a procedure to satisfy the issue which
 7 procedures Stelor followed, isn't that misleading?
 8 A I'm trying to understand here --
 9 MR. COOPER: Object to the form.
 10 THE WITNESS: I'm trying to understand
 11 here. There was some kind of technicality in
 12 reference to the settlement agreement was
 13 breached, then the license agreement would
 14 automatically have terminated based upon the
 15 noncompliance, but I see what you are saying.
 16 BY MR. KAPLAN:
 17 Q There is no technicality, is there? You
 18 agree with what I'm saying, don't you?
 19 MR. COOPER: Object to the form.
 20 THE WITNESS: Okay.
 21 BY MR. KAPLAN:
 22 Q Alright. Take a look at paragraph 17. By
 23 the way, this certification Exhibit 117, what does
 24 paragraph one say? Read it out loud, please.
 25 A "Pursuant to the January 28th, 2004

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1 settlement agreement between and amongst Stelor
 2 Productions Incorporated, Stelor and Steven Silvers
 3 Stelor hereby certifies as follows."
 4 Q One, go ahead.
 5 A Why doesn't it say Stelor LLC, among
 6 Stelor Productions, Inc. Wasn't Stelor Productions
 7 an LLC at that time?
 8 Q Can you answer my question, sir? Can you
 9 read paragraph 1 out loud?
 10 A "Stelor has not increased the amount of
 11 stock options created under the original stock
 12 option plan."
 13 Q There it is. What more did you want from
 14 Stelor about the stock options?
 15 A Well, it's not an accurate statement. It
 16 was basically not an accurate statement.
 17 Q It says certification under penalty of
 18 perjury.
 19 A Right. So if I can prove that this is not
 20 accurate --
 21 Q Hold on a second. That's not what
 22 paragraph 9 of the declaration says. Paragraph 9
 23 says, "Stelor is required to provide a written
 24 agreement granting you 1,000 options with the number
 25 of options to increase if Stelor's option plan

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1 changes. Stelor provides you with a written
 2 certification March 8, 2005 that the amount of the
 3 stock options has not increased." They provide you
 4 with another copy of the letter and you still refuse
 5 to sign; isn't that right?
 6 A Because I had reason to suspect it was not
 7 accurate.
 8 Q Because you were trying to set up a breach
 9 that didn't really exist?
 10 MR. COOPER: Object to the form.
 11 THE WITNESS: That's not true at all.
 12 BY MR. KAPLAN:
 13 Q Back to paragraph 17. You say you
 14 requested an audit. You mentioned --
 15 A Where are we now?
 16 Q Paragraph 17 of the declaration. You
 17 complained Stelor refused to allow you an audit.
 18 You failed to mention, though, that your lawyer
 19 agreed to postpone that audit in March of 2005,
 20 don't you?
 21 A I'm not following you. 17 says, after
 22 learning on my own that Stelor's commercial efforts,
 23 I requested an audit -- okay, I'm sorry.
 24 Q You failed to mention anywhere in that
 25 paragraph that your own lawyer had agreed to

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1 unless we have got something in writing
 2 agreeing otherwise.
 3 MR. COOPER: That's fine.
 4 MR. KAPLAN: Okay Johanna? Johanna?
 5 MS. CALABRIA: Sorry, I had you on mute.
 6 That's fine with me too.
 7 One other thing, Kevin, if you would
 8 please. There have been a couple of exhibits
 9 that I didn't receive. Can we straighten out
 10 now what they are?
 11 MR. KAPLAN: I'll follow up with you
 12 tomorrow on the exhibits.
 13 MS. CALABRIA: I can just tell you now.
 14 MR. KAPLAN: We are going off the record.
 15 MS. CALABRIA: I would like to have this
 16 on the record because I didn't get a copy of
 17 the exhibit. The exhibits are 114, 115 and
 18 116.
 19 MR. KAPLAN: Okay. Going off the record.
 20 VIDEO OPERATOR: We are off the record.
 21 - - -
 22 (Witness excused.)
 23 (Thereupon, the deposition was
 24 adjourned.)
 25

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1 postpone the audit. Why don't you mention that?
 2 A I don't have the knowledge to know what
 3 she did or what she didn't do about postponing. I
 4 know there was some back and forth e-mails between
 5 you and her. And I don't know to what extent those
 6 e-mails reflected about postponement or
 7 reestablishing a new date that wasn't complied with
 8 or whatever.
 9 Q She didn't bother to mention that to you
 10 when she prepared the affidavit and gave it to you
 11 to sign?
 12 A I don't recall.
 13 Q I'll show you that e-mail Thursday or
 14 Friday when we come back.
 15 A Okay.
 16 MR. COOPER: It's 8 o'clock. So soon as
 17 you are to a good point let's wrap it up for
 18 the evening.
 19 MR. KAPLAN: I'm ready to break for now
 20 based on our agreement.
 21 MR. COOPER: Let's talk tomorrow and we
 22 will figure out whether it's Thursday or
 23 Friday.
 24 MR. KAPLAN: Let's have this clear on the
 25 record. Let's plan to resume Thursday at 2

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1
 2 THE STATE OF FLORIDA)
 3 COUNTY OF MIAMI-DADE)
 4
 5 I, the undersigned authority, certify that the
 6 aforementioned witness personally appeared before me
 7 and was duly sworn.
 8
 9 WITNESS my hand and official
 10 seal this 23rd day of October
 11 2006.
 12
 13
 14
 15
 16
 17
 18 -----
 19 Thomas R. Neumann
 20 Notary Public - State of Florida
 21 My Commission Expires: 3/22/07
 22 My Commission No.: DD187497
 23
 24
 25

(Pages 266 to 269)

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1 CERTIFICATE
2
3 THE STATE OF FLORIDA)
4 COUNTY OF DADE)
5
6 I, Thomas R. Neumann, Registered Reporter,
7 State of Florida at large, do hereby certify that I
8 was authorized to and did report said deposition in
9 stenotype; and that the foregoing pages, numbered
10 from 1 to 268, inclusive, are a true and correct
11 transcription of my shorthand notes of said
12 deposition.
13
14 I further certify that said deposition was
15 taken at the time and place hereinabove set forth
16 and that the taking of said deposition was commenced
17 and completed as hereinabove set out.
18 I further certify that I am not attorney or
19 counsel of any of the parties, nor am I a relative
20 or employee of any attorney or counsel of party
21 connected with the action, nor am I financially
22 interested in the action.
23 The foregoing certification of this transcript
24 does not apply to any reproduction of the same by
25 any means unless under the direct control and/or
direction of the certifying reporter.

IN WITNESS WHEREOF, I have hereunto set my hand
this 23rd day of October 2006.

Thomas R. Neumann
Notary Public - State of Florida
My Commission Expires: 3/22/07
My Commission No.: DD187497

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1 CERTIFICATE
2
3
4 THE STATE OF FLORIDA)
5 COUNTY OF MIAMI-DADE)
6
7 I hereby certify that I have read the foregoing
8 deposition by me given, and that the statements
9 contained herein are true and correct to the best of
10 my knowledge and belief, with the exception of any
11 corrections or notations made on the errata sheet,
12 if one was executed.
13
14 Dated this ____ day of _____,
15 2006.
16
17
18
19
20
21 STEVEN SILVERS
22
23
24
25

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1 DATE: October 23, 2006
2 TO: STEVEN SILVERS
3 C/O ROBERT H. COOPER P.A.
4 2699 N.E. 191 Street
5 Suite 704
6 Aventura, Florida 33180
7 IN RE: STEVEN A. SILVERS V GOOGLE, INC.
8 CASE NO.: 05-80387
9
10 Please take notice that on Tuesday, the 10th of
11 October 2006, you gave your deposition in the
12 above-referred matter. At that time, you did not
13 waive signature. It is now necessary that you sign
14 your deposition.
15 Please call our office at the below-listed
16 number to schedule an appointment between the hours
17 of 9:00 a.m. and 4:30 p.m., Monday through Friday,
18 at Network Reporting Corporation, 44 W. Flagler
19 Street.
20 If you do not read and sign the deposition
21 within a reasonable time, the original, which has
22 already been forwarded to the ordering attorney, may
23 be filed with the Clerk of the Court. If you wish
24 to waive your signature, sign your name in the blank
25 at the bottom of this letter and return it to us.

Very truly yours,
NETWORK REPORTING CORPORATION.

THOMAS R. NEUMANN
I do hereby waive my signature:

STEVEN SILVERS

cc via transcript: KEVIN C. KAPLAN, ESQ.
JOHANNA CALABRIA, ESQ.
ROBERT H. COOPER, ESQ.
file copy

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1 ERRATA SHEET
2 IN RE: STEVEN A. SILVERS V GOOGLE, INC.
3 DEPOSITION OF: STEVEN SILVERS
4 TAKEN: 10/10/06
5 DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE
6 PAGE # LINE # CHANGE REASON
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 Please forward the original signed errata sheet to this
18 office so that copies may be distributed to all parties.
19
20 Under penalty of perjury, I declare that I have read my
21 deposition and that it is true and correct subject to any
22 changes in form or substance entered here.
23 DATE: _____
24 SIGNATURE OF DEPONENT: _____
25