

# EXHIBIT B

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UNITED STATES DISTRICT CIRCUIT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 05-80387 CIV RYSKAMP/VITUNIC

STEVEN A. SILVERS, an individual,  
Plaintiff,

v.

GOOGLE INC., a Delaware corporation,  
Defendant.

ORIGINAL

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GOOGLE INC., a Delaware corporation,  
Counterclaimant,

v.

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

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DEPOSITION OF STEVEN SILVERS  
VOLUME II

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

Reported By:  
Thomas R. Neumann  
Notary Public, State of Florida  
Network Reporting Corporation  
Phone: 888.358.8188  
305.358.8188

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.

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

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

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

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

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



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.

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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THE STATE OF FLORIDA)  
COUNTY OF MIAMI-DADE)

I, the undersigned authority, certify that the  
aforementioned witness personally appeared before me  
and was duly sworn.

WITNESS my hand and official  
seal 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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C E R T I F I C A T E

THE STATE OF FLORIDA)  
COUNTY OF DADE)

I, Thomas R. Neumann, Registered Reporter,  
State of Florida at large, do hereby certify that I  
was authorized to and did report said deposition in  
stenotype; and that the foregoing pages, numbered  
from 1 to 268, inclusive, are a true and correct  
transcription of my shorthand notes of said  
deposition.

I further certify that said deposition was  
taken at the time and place hereinabove set forth  
and that the taking of said deposition was commenced  
and completed as hereinabove set out.

I further certify that I am not attorney or  
counsel of any of the parties, nor am I a relative  
or employee of any attorney or counsel of party  
connected with the action, nor am I financially  
interested in the action.

The foregoing certification of this transcript  
does not apply to any reproduction of the same by  
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.



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