

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

BRIGHT RESPONSE, LLC,)	
)	
Plaintiff,)	
)	
vs.)	No. 2:07-cv-371-CE
)	
GOOGLE INC., et al.,)	
)	
Defendants.)	
-----)	

VIDEOTAPED DEPOSITION OF JAMES CHARLES WILLIAMS

Taken on behalf of the Plaintiff Bright Response, LLC, at Ralph Rosenberg Court Reporters, Inc., 75-170 Hualalai Road, Number D, Suite 212, Kailua-Kona, Hawaii, commencing at 9:34 a.m., on Thursday, July 15, 2010, pursuant to Notice.

BEFORE: SHARON H. COSKEY, CSR NO. 359
Certified Shorthand Reporter

09:54 1 BY MR. THOMPSON:

09:54 2 Q. Mr. Williams, can you tell me about your,
3 the education you've received since high school?

09:54 4 A. Certainly. I hold a Bachelor of Science
5 degree in computer science from the University of
6 Southern California and a Master of Science in
7 computer science from the University of California at
8 Irvine.

09:54 9 Q. And were you employed while you were
10 getting your undergraduate degree?

09:55 11 A. I was.

09:55 12 Q. Do you -- can you tell me about your
13 employment while you were an undergraduate?

09:55 14 A. Certainly. I was -- I worked as a,
15 initially, as a computer programmer for the
16 psychology department at the university, where I
17 wrote software systems for, to support various
18 psychological experiments and data analysis.

09:55 19 And then later I was, while I was still an
20 undergraduate, I was hired by an organization called
21 the Information Sciences Institute which is
22 affiliated with the university, University of
23 Southern California, and conducts various computer
24 science research. And I specifically worked in the
25 area of AI research, artificial intelligence

1 research.

09:55 2 Q. And let's proceed with your employment
3 history. After the jobs you just mentioned, did you
4 have subsequent employment?

09:56 5 A. I did.

09:56 6 Q. Can you tell me about that, please?

09:56 7 A. Let me get them in order. After ISI I
8 started my own company as a cofounder, and that was
9 Inference Corporation, which is referred to in this
10 matter. I was the founding chief technical officer.

09:56 11 While in the course of being at Inference,
12 I performed many different functions including
13 responsible for the technology, responsible for the
14 products, responsible for many of the applications
15 that were, that were built, and as well as various
16 business functions like marketing.

09:56 17 Later, in 1995, I, as part of a transaction
18 where we were taking Inference public, issuing public
19 shares, I spun out certain technology and businesses
20 of Inference and became the founding CEO of
21 Brightware, another company in this matter.

09:57 22 I served in that capacity until sometime
23 in, I think, June of 2000. I became at that point in
24 time the chairman of the board and became an
25 independent consultant.

09:57 1 I later, in 2001, joined a small startup
2 called Electric Knowledge, where I worked in natural
3 language search.

09:57 4 THE REPORTER: What research?

09:57 5 A. Natural language search, where I later
6 raised capital for Electric Knowledge and, as part of
7 that transaction, merged it into a company that
8 became known post-merger as InQuira, that's a going
9 concern today, in the area of natural language
10 search.

09:57 11 I was the president of InQuira and
12 responsible for all the technology, all the products
13 and either the marketing or the services, depending
14 on various times I was there.

09:58 15 And then finally in early 2004 I left
16 InQuira and became an independent consultant again,
17 did a number of things, worked as an entrepreneur in
18 residence with a venture capital firm, consulted to a
19 number of technology company clients.

09:58 20 I ended up joining, as the chief technical
21 officer, a startup called MetaLINCS, which is in the
22 e-discovery technology space, at that same time as
23 when I left California and moved to Hawaii. So I did
24 that from here.

09:58 25 I served as the CEO of MetaLINCS for

1 several years until we sold the company to an
2 organization that is now known as i365, A Seagate
3 Company, it's a software application subsidiary of
4 Seagate Corporation, and I went to i365 by virtue of
5 that acquisition, where I remain today, employed as
6 the chief technical officer responsible for archive
7 and discovery products of i365.

09:59

8 BY MR. THOMPSON:

09:59

9 Q. Now, stepping back to your work at
10 Inference, which I understand ended when Brightware
11 was spun out in 1995, while you were at Inference --
12 you, you went through the responsibilities you had.
13 Did those responsibilities also include writing
14 source code?

09:59

15 A. They did.

09:59

16 Q. And was this a day-to-day responsibility
17 for you?

09:59

18 A. At some points in time during my tenure at
19 Brightware, but not at all points in time during my
20 tenure at Brightware.

10:00

21 Q. Do you remember the last time it was that
22 you reviewed any source code relating to a Brightware
23 product?

10:00

24 A. Last point in time I reviewed any source
25 code relating to a Brightware product?

10:00 1 Q. Actually, I'll withdraw that, because I
2 meant to ask about Inference.

10:00 3 Do you recall the last point in time you
4 reviewed source code relating to an Inference
5 product?

10:00 6 A. Reviewed source code? I likely would have
7 looked at source code close, up to close to the point
8 where I left. Certainly in 1994, possibly also in,
9 in the first half of 1995 while I was still at
10 Inference. I'm not specific. I'm not certain of the
11 specific last time.

10:01 12 Q. And with regard to your work at Brightware,
13 did your responsibilities at Brightware include
14 writing source code?

10:01 15 A. No, they did not.

10:01 16 Q. Did you ever review source code while you
17 were working at Brightware?

10:01 18 A. Yes, I did.

10:01 19 Q. Was it a day-to-day responsibility?

10:01 20 A. No, it was not.

10:01 21 Q. Do you know the last time you ever reviewed
22 source code relating to a Brightware product?

10:01 23 A. That would have been after I became
24 chairman of the board and no longer CEO. Not
25 immediately at that time, but sometime in that

1 remaining year or so of my tenure at Brightware, at
2 one point in time I became CTO, as I recall, and in
3 that capacity I worked on a specific, with a
4 development team on a specific Brightware product,
5 and I did source code review during that time. So I
6 would say that would have been in, sometime in 2000.

10:02 7 Q. Do you have an understanding of why
8 Brightware was spun out of Inference?

10:02 9 A. In detail, yes.

10:02 10 Q. Can you tell me, well, I guess what, in
11 your opinion, are the three most pertinent reasons
12 why it was spun out?

10:03 13 A. I'll start with the one most pertinent
14 reason. The most pertinent reason Brightware was
15 spun out is because -- you know, Inference had a long
16 history.

10:03 17 Inference was 15 years old; had, was a
18 venture-capital-funded company; had never achieved a
19 liquidity event for the investors. It never -- the
20 company never had been sold. The company had never
21 offered shares to the public market. And so there
22 was a lot of pressure among the investors to achieve
23 some liquidity.

10:03 24 We had done many different businesses over
25 those 15 years, including an AI tools business, a

1 custom applications business, and a packaged
2 case-based reasoning product business.

10:03

3 At, at -- as we came into 1994/1995, that
4 package case-based reasoning product business started
5 being very successful in the market. The products
6 were, were very well received by the customers and
7 doing quite well.

10:04

8 So we worked with investment bankers and
9 made a decision to essentially break the company into
10 two parts. One part would just take those case-based
11 reasoning products and the associated business
12 functions and go forward and become a public company,
13 whereas the other parts that were deemed the legacy
14 businesses, the ART technology businesses and,
15 business, and the various custom applications
16 businesses, we had, as I recall, two or 300
17 customers, and we didn't want to terminate those
18 lines of business. We had very good technology.

10:04

19 So we decided rather than shutting those
20 down, we would spin them out into a new company and
21 so that those businesses could continue but be
22 independent of the business that had a simple, clear
23 product to take forward and become a public company.

10:05

24 Q. Do you recall what the software products
25 were that were fold -- sorry -- rolled into the

1 Brightware company when it was spun out?

10:05

2 A. Yes. That was the entire ART product line,
3 which was primarily ART*Enterprise at that time, but
4 also included ART-IM and the original ART.

10:05

5 Brightware owned those products except for
6 the case-based reasoning kernel technology which was
7 shared between the Brightware products and the
8 Inference products, and so Brightware obtained a
9 license to that technology. But, as I recall, the
10 ownership of that technology remained with Inference.

10:06

11 Q. I believe you just said that Brightware
12 owned the, the ART products. That was subsequent to
13 it being spun out. Was it -- was that ownership
14 assigned from Inference at the time it was spun out?

10:06

15 A. That is my recollection, yes, with the
16 proviso I mentioned that, of concerning the
17 case-based reasoning kernel technology.

10:06

18 Q. Which was retained by Inference?

10:06

19 A. Retained by Inference and licensed from,
20 for Brightware. And, actually, that pertained to
21 both the technology and any IP rights, including
22 patents around the technology. Brightware had
23 licensed all of that, but the ownership of that
24 remained with Inference.

10:07

25 Q. You've mentioned the ART products, and I

1 want to get a greater understanding of what those
2 are. Can you give -- is there a, an overview you can
3 give to all, that applies to all ART products?

10:07 4 A. Yeah, sure.

10:07 5 Q. Can you tell me what that is, please?

10:07 6 A. Well, the original ART product, which was
7 simply called ART, was an artificial intelligence
8 development tool and technology platform. In other
9 words, it was software specifically designed to build
10 a wide variety of AI applications.

10:07 11 It was probably -- the salient aspects of
12 it were its integration of rule-based technology and
13 object-oriented representation.

10:07 14 It was originally written in a programming
15 language which was the dominant programming language
16 of AI at that time, in the early to mid '80s, called
17 Lisp.

10:07 18 Then the second generation of ART, ART-IM,
19 was a sub--, had a subset of the functionality of ART
20 initially, but was written in C, which was deemed a
21 more appropriate language for commercial markets at
22 that time.

10:08 23 Later, as we, as we went forward and
24 continued to develop ART-IM, we added the CBR
25 technology to that. So the product now integrated

1 rules, object-oriented representation, and case-based
2 reasoning technology.

10:08

3 Then later we formed ART*Enterprise by
4 extending the software to be more than just an AI
5 development tool, but to be a tool suitable for
6 developing a wide range of business applications,
7 whether they were AI applications or not, and we
8 added object-oriented programming capabilities, we
9 added UI development capabilities, we added database
10 integration capabilities, with the idea of creating a
11 general purpose development tool that made it easy to
12 add AI functions to regular business applications.

10:09

13 So I would, I would describe that as the,
14 as kind of the salient aspects of the family and what
15 happened in each step.

10:09

16 Q. Going back to the original ART, was that a
17 product that had already been developed at the time
18 that Brightware was spun out from Inference?

10:09

19 A. Yes.

10:09

20 Q. Same question for ART-IM. Had that already
21 been developed at the time Brightware was spun out
22 from Inference?

10:09

23 A. Yes.

10:09

24 Q. And you mentioned that at one point CBR
25 case-based reasoning functionalities were added to

1 ART. Did that, did that particular product have a,
2 was it given a name or was it just, was it just still
3 called ART-IM or ART?

10:09 4 A. It was still called ART-IM.

10:09 5 Q. So the case-based reasoning was integrated
6 into the ART-IM product?

10:10 7 A. It was integrated into the ART-IM product
8 and in other products.

10:10 9 Q. And do you recall when that was?

10:10 10 A. I can get pretty close. It would have been
11 probably, probably 1990, possibly 1989. I would say
12 1989 or 1990, to my recollection.

10:10 13 Q. And had ART*Enterprise already been
14 developed at the time that Brightware was spun out
15 from Inference?

10:10 16 A. Yes, but. And the "but" is the development
17 of ART*Enterprise was ongoing, so it was continued by
18 Brightware. But, yes, there were commercial versions
19 of ART*Enterprise that had been released prior to the
20 spinoff of Brightware from Inference.

10:11 21 Q. For each of the ART products that we've,
22 that you've just testified about, were you involved
23 in the development of them?

10:11 24 A. I was a primary developer of ART, as in
25 writing, the original ART, as in writing a

1 substantial amount of the source code and responsible
2 for the entire product during the entire course of
3 its development.

10:11 4 For ART-IM, for the first couple years I
5 was not responsible for the development, but I was
6 the CTO of the company, so I was indirectly involved.

10:11 7 For ART*Enterprise I was responsible for
8 the development. I was not a hands-on developer, but
9 I worked closely with the development team and had,
10 you know, regular connection to the source code.

10:12 11 Q. Do you have an understanding of how much of
12 the source code for ART*Enterprise, how much of the
13 original ART source code -- I'm sorry. It was, the
14 original was in Lisp, so couldn't have used it.

10:12 15 Going to ART-IM -- well, let me first ask
16 you, was ART*Enterprise also developed in C?

10:12 17 A. And, actually, I need to amend my prior
18 answer slightly. I left out one thing. And that is
19 I was not responsible, as I mentioned, for the first
20 couple years of ART-IM, and I was responsible for
21 ART*Enterprise, as I said.

10:12 22 What I didn't say was there was a period of
23 time after I gained responsibility for development
24 again where we were still doing some work on ART-IM
25 and I was responsible for that, and, as I recall

1 pretty specifically, that included the time at which
2 we added the CBR kernel to ART-IM. So I want to
3 mention that, because it might be material to you.

10:13 4 Now, specifically relative to this new
5 question, was ART*Enterprise written in C? The
6 answer is yes and no.

10:13 7 The ART*Enterprise was an extension of
8 ART-IM. So to the extent that ART-IM was written in
9 C, ART*Enterprise was also written in C, because it
10 used the same source code.

10:13 11 Many of the new functions in ART*Enterprise
12 were developed in ART itself. ART provided its own
13 language, and many of the new functions were actually
14 written in that language.

10:13 15 But it was a C -- the kernel of
16 ART*Enterprise was the same as the kernel of ART-IM,
17 which was a C-based kernel.

10:14 18 Q. Are you familiar with a term, with the term
19 "software development kit"?

10:14 20 A. Yes, I am.

10:14 21 Q. And let me first ask you what, what your
22 general understanding of that term is?

10:14 23 A. Well, I guess it's used in various ways,
24 but software development kit, or SDK, frequently
25 refers to various tools and application programming

10:19 1 A. EZ Reader is a custom application that we
2 constructed for Chase specifically to analyze,
3 automatically respond, and provide -- analyze,
4 automatically respond to, and provide various
5 ancillary information when referring emails that they
6 received on, associated with various of their
7 websites.

10:20 8 Q. Was -- is it your understanding that the EZ
9 Reader application was developed while you were at
10 Brightware?

10:20 11 A. The EZ Reader application was in
12 development while I was at Brightware, yes. I, I do
13 not specifically recall whether or not the
14 development began of that specific application before
15 or after the spinoff of Brightware from Inference.

10:20 16 Q. I'd like to get an understanding of the
17 relationship between Brightware and Chase in the
18 development, because it's -- to your understanding,
19 who, I guess, on the Brightware side was involved in
20 development?

10:21 21 A. The primary consultants were -- oh, oh, oh,
22 I'm sorry. I'm blocking the mike.

10:21 23 The primary consultants working directly
24 with Chase were Amy Rice and Julie Hsu. The -- there
25 would have been a consulting manager above them who,

1 I don't recall specifically, it would have been
2 either Dan Welch or Terry Whearley, one of the two,
3 depending on how we positioned it in our management
4 structure. Those managers reported to our overall
5 head of consulting, Rich Barfus, and Rich Barfus
6 reported to me as the CEO.

10:21 7 So I would say that group of people were
8 the primary people, the primary people involved
9 specifically with EZ Reader from the Brightware side.

10:21 10 Q. Was, was EZ Reader -- is it your
11 understanding that EZ Reader was developed using the
12 ART*Enterprise application development tool?

10:22 13 A. Yes.

10:22 14 Q. Do you have any understanding of whether,
15 whether there was any source code for EZ Reader that
16 was not developed utilizing the ART tool, I'm sorry,
17 the ART*Enterprise tool?

10:22 18 A. That's a good question. I have to think
19 about that.

10:22 20 There -- I understand there was an
21 integration component between EZ Reader and Chase's
22 Lotus Notes email system, and I cannot say whether or
23 not that integration component was developed with ART
24 or outside of ART. It's possible it was developed
25 outside of ART.

10:22 1 I do, however, believe that the application
2 core functions, the ones I described when you asked
3 me what EZ Reader does, that those were developed in
4 ART*Enterprise.

10:23 5 Q. I believe when you described the core
6 functions, you referred to them as, to EZ Reader as
7 being able to -- actually, let me withdraw that.

10:23 8 Referring back to ART*Enterprise, is it
9 your understanding that it could be utilized to
10 developed, excuse me, to develop applications that
11 dealt with types of data besides email?

10:23 12 A. Yes.

10:23 13 Q. So you're in no way stating that
14 ART*Enterprise could only develop applications
15 relating to email?

10:23 16 A. That is correct.

10:24 17 Q. And I can't remember if I asked this
18 specifically regarding -- I haven't asked about it
19 regarding EZ Reader.

10:24 20 Did you review source code for EZ Reader
21 during its development?

10:24 22 A. Probably not.

10:24 23 Q. But did anyone report to you regarding its
24 development?

10:24 25 A. Yes.

10:24 1 Q. So those, is it your recollection that
2 those reports were of a, a more general nature, not,
3 you know, you know, the sort of low level source code
4 review relating to the product?

10:24 5 A. Well, there's, there's a big gulf between
6 "more general" and "source code," so I'm not --

10:24 7 Q. Actually --

10:24 8 A. I'm not quite sure how to answer the
9 question.

10:25 10 Q. Let me ask you just what kind of reports
11 were given to you regarding the development?

10:25 12 A. On quite a wide variety of matters, you
13 know, ranging all the way from the business
14 relationship with Chase, since I was the CEO of the
15 company, you know, revenue reports and, and prospects
16 for future business and the nature of the
17 relationship, down to various aspects of the function
18 of the application, details about what it does and,
19 and why it was important to Chase, and down to
20 certain details about the designs and technical
21 function of the application.

10:25 22 Especially, you know, Brightware did a lot
23 of applications, and I, I probably would have had
24 more technical information about EZ Reader than many
25 because Brightware was contemplating constructing a

1 commercial product that did similar things.

10:26

2 Q. What's the basis for your understanding
3 that EZ Reader was developed using ART, the
4 ART*Enterprise tool?

10:26

5 A. Let's see. One, that was our -- that was
6 the business that Brightware was in in the custom
7 applications business. We developed applications
8 using ART*Enterprise. So it certainly would have
9 been my expectation.

10:26

10 Secondly, I believe there were specific
11 reports that explicitly mentioned it, although I
12 probably couldn't name a specific report right now.

10:26

13 And then, third, we sold ART*Enterprise
14 licenses to Chase so that they could run the
15 application.

10:26

16 So I would say all of that adds up to a, in
17 my mind, a clear picture.

10:27

18 I should add one more thing to that list.

10:27

19 Q. Sure.

10:27

20 A. The -- oh, again, sorry.

10:27

21 I, one more thing I should add to that list
22 is that in the technical information and reports I
23 received about EZ Reader were specifically-mentioned
24 ART*Enterprise capabilities like rules and case-based
25 reasoning, so.

10:27 1 Q. Do you -- excuse me. Do you remember when
2 the -- actually, let me go back to a response I
3 believe you gave before.

10:28 4 I believe you said that you weren't certain
5 whether or not the development, the development that
6 eventually led to the EZ Reader application began
7 before Brightware was spun out?

10:28 8 A. I'm not certain exactly when it began,
9 that's correct.

10:28 10 Q. Do you, do you know whether or not EZ
11 Reader was ever deployed to send responses to a, to a
12 customer's email that --

10:28 13 A. I believe --

10:28 14 Q. I'm sorry.

10:28 15 A. I believe it was, yes.

10:28 16 Q. And what's the basis for that
17 understanding?

10:28 18 A. The basis for the understanding is, A, my
19 recollection; B, there are certain documents that I
20 found, producing information for you, that where I,
21 for example, published an article that states it.

10:29 22 And that, that was done much closer -- this
23 is now, what, four, 14 years ago, and, and I was
24 referring things that, looking at things that I
25 wrote, you know, within a year of the time it

1 happened, where my knowledge would have been much
2 fresher.

10:29 3 So kind of a combination of my vague
4 recollection and then reminding myself by looking at
5 specific things I wrote at around that time make me
6 believe that it was, in fact, deployed specifically
7 to respond to Chase customer emails.

10:29 8 Q. Do you know or do you recall which
9 documents in particular were used to refresh your
10 memory about those events?

10:29 11 A. I think one of them was a, was an article
12 that I published, as I recall, in two places, in the
13 San Francisco Chronicle newspaper and in a magazine
14 that existed at that time called Chief Executive
15 magazine, where I was generally speaking about the
16 importance of AI applications on the Internet where I
17 referred to that application.

10:30 18 Q. Are there any other documents that you
19 recall that help refresh your memory about those
20 events?

10:30 21 A. There were various emails between the
22 people directly involved on the project and myself
23 that had various references that collectively helped
24 me, you know, reconstitute some of these old
25 memories.

10:31 1 Q. Do you have an under-- do you have an
2 understanding of during the development process
3 whether or not there's a point at which EZ Reader was
4 being tested? First of all, just I'll end the
5 question there.

10:31 6 Do you have an understanding that there was
7 a point at which it was just being tested and not
8 being utilized for actual responses to customers?

10:31 9 A. Yes, I do recall that.

10:31 10 Q. And is it your understanding that there was
11 a time when it was, during its testing period, that
12 it was utilized to create answers to customer emails
13 but not actually send them back to the customer that
14 sent them?

10:31 15 A. I don't specifically recall that, but it
16 was our normal practice. So I certainly expect that
17 that is true.

10:32 18 Q. And can you elaborate on that a bit? Is
19 it -- you're saying it was Brightware's normal
20 practice to, to test the system by -- I guess is
21 it -- would you consider it being as close to a
22 real-world case as possible without actually taking
23 the last step of providing the final output to the
24 original --

10:32 25 A. Yes, that is correct. And that, that dates

1 back to Inference in 1985. It was whenever we build
2 AI applications, we would generally run them in a way
3 where people could just see what they were doing
4 before the companies trusted them to act autonomously
5 and actually make decisions or communicate with
6 customers as, as a part of the testing. That was our
7 standard methodology to do that.

10:33 8 Q. And do you have a recollection about when
9 EZ Reader was deployed to act autonomously, excuse
10 me, autonomously and interact with customers of
11 Chase?

10:33 12 A. I have reason to believe it was near the
13 end of March of 1996.

10:33 14 Q. And do you recall the basis for that, that
15 recollection?

10:33 16 A. It was various emails that were sent to me
17 by people on the project.

10:33 18 MR. THOMPSON: Mark this as two,
19 please.

10:34 20 (Deposition Exhibit 2 marked.)

10:34 21 BY MR. THOMPSON:

10:34 22 Q. Mr. Williams, I will represent to you that
23 this was a document that was produced from the
24 electronic documents you gathered in response to the
25 subpoena. I want to first ask you whether or not you

1 recognize this, this document?

10:34 2 MR. SMITH: Mr. Thompson, is it your
3 representation this is from Mr. Williams' documents?

10:35 4 MR. THOMPSON: That was my --

10:35 5 MR. SMITH: -- got --

10:35 6 MR. THOMPSON: Wait. It's got a Rice,
7 sorry, it's got a Rice Bates number on it. Just a
8 second, please.

10:35 9 MR. SMITH: Has this document even
10 been produced in the litigation?

10:35 11 MR. THOMPSON: It's my understanding
12 that it has.

10:35 13 MR. SMITH: Okay.

10:35 14 BY MR. THOMPSON:

10:35 15 Q. Let me ask you this, Mr. Williams. Are you
16 -- do you have an understanding of who Michael Mazza
17 is?

10:36 18 A. Not specifically, no.

10:36 19 Q. Do you recognize the name Rosanna Piccolo?

10:36 20 A. I do, yes.

10:36 21 Q. What is your understanding of who she is?

10:36 22 A. She was one of the people associated with
23 this project at Chase. I think -- I can't remember
24 if she was under Anthony Angotti or if she was
25 representing a different Chase organization. But I

10:42 1 THE WITNESS: A deployed application.

10:42 2 BY MR. THOMPSON:

10:42 3 Q. Do you recall the first time after
4 March 29, 1996, that you referred to EZ Reader as a
5 deployed application?

10:42 6 A. Not specifically, no.

10:43 7 Q. Is it your recollection that as of the
8 point you received the communication that you
9 referred to in which it was communicated to you that
10 EZ Reader was about to go live within a couple of
11 days, the next weekend following that communication
12 -- sorry.

10:43 13 I think you indicated that you believed
14 that a communication was on March, around March 27 or
15 March 28, 1996?

10:43 16 A. Correct.

10:43 17 Q. So it is also your understanding that the,
18 that EZ Reader did not go live prior to that
19 communication?

10:43 20 A. Based on that communication, that is
21 correct. I should, I should qualify that a little
22 bit, depending on I, you know, exactly what you mean
23 by "go live."

10:44 24 Q. Let's refer -- by "going live" we're
25 referring to deploying the application to interact

1 with, with actual customers of the client, in this
2 case Chase.

10:44 3 A. My understanding is that on that weekend,
4 which I think we've established is the 30th/31st
5 weekend, the system went to production.

10:44 6 I also understand it went through extensive
7 testing dating back four or five months before that,
8 and I don't know whether or not during that testing
9 period they might have included actually responding
10 to some live messages. That did happen a lot in
11 Brightware custom application development projects.

10:44 12 We covered earlier that we typically would
13 test it in a mode where it was not directly acting,
14 you know, affecting what, what, what customers saw.
15 But we also, towards the end of that testing,
16 frequently did allow it to act to verify that
17 everything worked correctly before it was officially
18 deemed production.

10:45 19 So it is -- I can't -- it is quite possible
20 it would have been responding to real Chase customer
21 emails before that date, if not probable, but not
22 have, quote, been deemed in production. My
23 understanding was that it was deemed in production on
24 that weekend, the 30th and 31st.

10:45 25 Q. In any of the documents that you've

1 reviewed in the past two weeks, did you see anything
2 that would lead you to believe that, in fact, it had
3 been, EZ Reader had been utilized to respond to,
4 directly to customers prior to being released for
5 production in the weekend of March 30 or March 31,
6 1996?

10:46 7 A. Not specifically other than that I do know
8 that the full functions of the system were tested
9 beforehand. I don't know the details of that
10 testing. It would not have been unusual for some of
11 that testing to include some automated response.

10:46 12 Q. Is it correct that all of the
13 communications that you recall reviewing that
14 refreshed your memory about the, the release for,
15 sorry, the production installation of the EZ Reader
16 application --

10:46 17 MR. THOMPSON: Sorry. Can you read
18 that back?

10:46 19 THE REPORTER: Your question or the
20 answer?

10:46 21 MR. THOMPSON: How about we just skip
22 that question and I'll ask it again, because I forgot
23 where I was going.

10:46 24 BY MR. THOMPSON:

10:46 25 Q. There were two things I want to ask. The

1 communications with the people we mentioned earlier,
2 Amy and Julie and, and Terry and, and Rich, possibly
3 Dan as well, regarding this project before and after
4 this specific event. So there's a, you know, there's
5 a whole collective set of information.

10:51

6 Q. Okay. Referring to the time period before,
7 I guess, what we'll call the production installation
8 event, which, for the sake of argument, was March 30
9 or March 31, 1996, besides an email from Amy Rice, do
10 you recall any other emails besides that one that
11 related to that coming event?

10:51

12 A. I recall a number of communications
13 regarding various events in the testing leading to
14 that event for several months prior to that.

10:52

15 Q. But none of those other events, besides the
16 one that we've mentioned from Amy Rice, referred to
17 the, an actual production installation event being
18 imminent?

10:52

19 A. No. There are others. I'm sorry. I just,
20 I just remembered them. There are others. Yes,
21 there are, there are other communications.

10:52

22 MR. THOMPSON: Actually, why don't we
23 end now, because we need to change tapes.

10:52

24 THE VIDEOGRAPHER: End of tape one.
25 Off the record. It is 10:52 a.m.

10:52 1 (Break in proceedings from 10:52 a.m. to 11:08 a.m.)

11:08 2 THE VIDEOGRAPHER: This is the start
3 of tape number two. We are back on the record. It
4 is now 11:08 a.m.

11:08 5 MR. SMITH: Mr. Thompson, I'm sure we
6 have the agreement that whenever Mr. Kennedy and I
7 object, we're objecting for both defendants, just to
8 make, be easier and get the deposition --

11:09 9 MR. THOMPSON: Yes, I understand.

11:09 10 MR. SMITH: -- done? Thanks.

11:09 11 BY MR. THOMPSON:

11:09 12 Q. Just a quick question before we proceed. I
13 want to, I'm not sure if I asked it in this manner,
14 but I want to be clear that all of the emails that
15 you, that you gathered in this litigation were,
16 sorry, all the emails that you've been referring to,
17 specifically communications from Amy Rice regarding
18 the production installation of EZ Reader, were
19 gathered to, in response to the subpoena that you
20 received, Exhibit 1, and subsequently produced to, to
21 counsel?

11:09 22 A. That is correct.

11:09 23 Q. And they were not produced to counsel
24 before you received the subpoena?

11:09 25 A. That is correct.

11:09 1 MR. THOMPSON: This is three. Oh, I
2 think this is missing a page.

11:09 3 THE REPORTER: Hang on one second.

11:10 4 (Short break in proceedings.)

11:10 5 (Deposition Exhibit 3 marked.)

11:10 6 BY MR. THOMPSON:

11:11 7 Q. Mr. Williams, you've been handed what has
8 been marked as Exhibit 3. Do you recognize Exhibit
9 3?

11:11 10 A. Yes. It looks like a document that I
11 produced.

11:11 12 Q. And do you have a recollection of receiving
13 this email?

11:11 14 A. I have a vague recollection of the events
15 described in the email, but not specifically of
16 receiving this email.

11:11 17 Q. Relating to your recollection of the
18 events, can you tell me what your understanding is
19 now?

11:12 20 A. Sure. We had at both Inference and
21 Brightware, as a matter of normal business we
22 participated in a, in a conference called IAAI,
23 Innovative Applications of Artificial Intelligence
24 conference.

11:12 25 That conference highlighted

1 review you did in connection with this litigation of
2 an email that indicated to you that it was about to
3 go live imminently.

13:08 4 Do you have an understanding whether this
5 particular communication is the one that you saw?

13:08 6 MR. SMITH: Objection to form.

13:08 7 A. It, it is possible. It was a similar
8 message. I don't know if it was this message or not.

13:08 9 BY MR. THOMPSON:

13:08 10 Q. Do you know whether the, the message that
11 you're referring to referred specifically to EZ
12 Reader being, being turned on as opposed to the
13 language used here, is, which is, "They are going to
14 turn on the Chase website for the first time"?

13:09 15 MR. SMITH: Object to form.

13:09 16 A. It would be nice if I had that email in
17 front of me about exactly what is said.

13:09 18 Whether or not it -- my recollection is it
19 probably did explicitly say EZ Reader, but I'm not
20 certain. I mean, it might have been the context made
21 it clear to me that it was EZ Reader.

13:09 22 BY MR. THOMPSON:

13:09 23 Q. And I just want to get an understanding of
24 whether or not the reference to the Chase website
25 being turned on meant to you that EZ Reader was going

1 to be deployed?

13:09 2 MR. SMITH: Object to form.

13:09 3 A. Let me read this message more carefully in
4 context to answer your question. I can't answer it
5 out of context.

13:10 6 I do suspect that -- I do believe that this
7 particular message refers to EZ Reader. And to what
8 extent that refers to the potentially different other
9 message I referred to earlier, I can't comment, but
10 in reading this document it seems to me that this
11 text on this, on this email does refer to EZ Reader.

13:11 12 BY MR. THOMPSON:

13:11 13 Q. And is that -- are you referring to near
14 the middle of the page where it says, "I'd say add
15 them to the BW Overview slides, and add EZ Reader to
16 our Website, too"?

13:11 17 MR. KENNEDY: Objection. Form.

13:11 18 A. There are, there are several aspects about
19 this email that collectively make me convinced that
20 that language refers to EZ Reader. That is one of
21 those aspects, but there are other aspects as well.

13:11 22 It's, it's, it's the document as a whole
23 and my understanding of the Brightware business and
24 the way we did business and when, when and why we
25 would put things in those overview slides and on our

1 website.

13:11 2 I, I understand what the entire email is
3 talking about, I understand Amy's role, and in that
4 context it's clear to me that her reference here is
5 specifically referring to EZ Reader.

13:12 6 BY MR. THOMPSON:

13:12 7 Q. "Her reference," you mean the reference to
8 the Chase website?

13:12 9 A. Correct.

13:12 10 Q. It was a -- what -- in your understanding,
11 the reference to the Chase website was a reference to
12 EZ Reader going live --

13:12 13 A. Was a reference --

13:12 14 Q. -- or being deployed?

13:12 15 A. -- to, was a reference to EZ Reader, yes,
16 that's correct.

13:12 17 Q. Can I get your understanding about what the
18 relationship was between the Chase website referred
19 to here and EZ Reader?

13:12 20 MR. SMITH: Object to form.

13:12 21 A. Well, EZ Reader was used to respond to
22 emails pertaining to interactions that their
23 customers would have typically on one or more of
24 their websites or areas of their websites, and so
25 turning on some function on a website would drive

1 traffic into EZ Reader, and turning on EZ Reader
2 itself could be expressed in that kind of way.

13:13

3 In other words, it's a, it's a, it's a --
4 rather than saying turn on EZ Reader for the Chase
5 website, in the context of EZ Reader one might just
6 say turn on the Chase website.

13:13

7 BY MR. THOMPSON:

13:13

8 Q. Could the Chase website be turned on
9 without driving traffic to EZ Reader?

13:13

10 MR. SMITH: Object to form.

13:13

11 A. Well, other things that on, that were on
12 the Chase website that might have been outside the
13 scope of EZ Reader, potentially.

13:13

14 BY MR. THOMPSON:

13:13

15 Q. Can you think of any other things?

13:13

16 A. My understanding from the general review
17 and from the document that you, I believe, submitted
18 as Exhibit 3, if I recall correctly -- it wasn't
19 Exhibit 3. It was one of these that you sent, gave
20 to me earlier.

13:14

21 Q. Maybe Exhibit 2.

13:14

22 A. Yeah. This Exhibit 2, this Exhibit 2 is
23 referring to expansion of EZ Reader into other areas,
24 and that it says specifically the first deployment of
25 EZ Reader was specifically for Chase Direct, and,

1 therefore, their -- that was Chase Direct was not the
2 only function on the Chase website. Where is the
3 one, Exhibit 4 again?

13:15 4 Q. I want to circle back now to the discussion
5 of the dispute with -- actually, before I go there,
6 do you recall how often Amy Rice communicated with
7 you?

13:15 8 A. I do not recall specifically how often. It
9 was certainly not a daily occurrence.

13:15 10 Q. To whom did Amy Rice report?

13:15 11 A. I mentioned earlier that I felt she
12 reported to either Terry Whearley or Dan Welch. I
13 don't remember specifically. We organized those
14 things kind of different ways over time.

13:16 15 Q. So, actually, if I've -- I think in the two
16 exhibits that we have marked, Exhibits 4 and 3,
17 neither of these indicated that Amy Rice was writing
18 directly to you.

13:16 19 Do you recall Amy Rice ever directly
20 communicating an email to you either as a cc or
21 directly addressed to you?

13:16 22 A. I do believe Amy Rice sent some emails
23 directly to me.

13:16 24 Q. Do you recall if they were emails relating
25 to the EZ Reader application?

13:17 1 A. I believe there, I believe there were such
2 emails.

13:17 3 Q. Do you recall whether during your review of
4 documents, in response to the subpoena to you, you
5 came across any such emails?

13:17 6 A. At this point in time I don't recall
7 specifically whether emails that I recall the general
8 nature of at this moment were directly communications
9 from Amy to me or were potentially forwarded
10 communications from managers between Amy and me to
11 me.

13:18 12 Q. Do you have an understanding of what became
13 of the EZ Reader application after the merger of
14 Chase with Chemical Bank?

13:18 15 A. Not in detail, not in detail, but perhaps
16 in some broad terms.

13:18 17 Q. Can you tell me what, what you do recall?

13:18 18 A. Well, as we covered earlier, about a year
19 later in the settlement conversations we licensed
20 them, as I recall, five copies, the number five may
21 not be exactly correct, but some number of copies of
22 our Brightware Answer Agent product.

13:18 23 And I don't imagine they would have -- I
24 don't know when, for what period of time they were
25 using EZ Reader. I can't imagine they would have

13:23 1 But we were, and also for our own business
2 reasons, we wanted to complete projects successfully
3 and promote the fact that we had completed them
4 successfully.

13:24 5 So we had a business interest in, in
6 getting things done and getting things done
7 expeditiously and getting things done successfully.

13:24 8 BY MR. THOMPSON:

13:24 9 Q. With that as the goal, were there times
10 when projects did not move along as fast as
11 Brightware would have liked?

13:24 12 A. Certainly.

13:24 13 Q. Do you know whether in the case of the
14 deployment of EZ Reader that was one such case?

13:24 15 A. Well, I know the agreement didn't move
16 along as fast as we would like, since it never got
17 signed and became the subject of a future suit, a
18 future dispute.

13:24 19 In the case of the, of this particular
20 application, I don't have factual knowledge of such a
21 concern at Brightware that the application was moving
22 along unusually slowly.

13:25 23 Q. You don't have any information one way or
24 the other of whether the deployment of EZ Reader was
25 perhaps delayed by, say, a week or more from the

1 anticipated deployment in the weekend of March 30 or
2 March 31, 1996?

13:25 3 MR. SMITH: Object to form.

13:25 4 A. I'm going to think about that question for
5 a moment before I answer it.

13:25 6 The -- I certainly have no information that
7 there was any delay. I have no recollection that
8 there was a delay.

13:26 9 I don't seem to have in my possession at
10 this time a specific corroborating document
11 immediately after the event confirming that it
12 happened, but it's my general understanding and
13 belief that it, it did happen.

13:26 14 BY MR. THOMPSON:

13:26 15 Q. Do you have an understanding of what a
16 case-based reasoning engine is?

13:26 17 A. I do.

13:26 18 Q. Can you please describe that understanding?

13:26 19 MR. SMITH: Object to form.

13:26 20 A. Sure. Particularly as we used the term at
21 Inference and Brightware and existed in our
22 case-based reasoning technology, a cased-based
23 reasoning engine was a technology component that you
24 could store a set of objects in, called cases, and
25 that you could retrieve those cases back, given a set

1 of features of a new situation. So let me back up a
2 little bit.

13:27

3 If you -- the cases conceptually
4 represented either, typically like best-case
5 scenarios. Examples would be if a customer report --
6 if these symptoms exist, this is likely to be the
7 problem and this is what you do about it.

13:27

8 So if you think about it like in medical
9 diagnosis, you know, these symptoms indicate a cold,
10 you know, get plenty of rest, drink lots of water,
11 take some aspirin. These symptoms, implement
12 something else. You need a, you need a, you know,
13 some other kind of treatment.

13:27

14 So the idea was to, the cases would
15 represent a set of reported features, including
16 something like symptoms, and kind of a best-case
17 scenario of, of if you see those, what do you do.

13:28

18 So in the course of -- in the case of
19 something like the Chase EZ Reader or many other
20 Brightware and Inference case-based reasoning
21 applications, our consultants, people like Amy Rice
22 and Julie Hsu, were generally referred to as
23 knowledge engineers.

13:28

24 They would analyze a, a, a given area of a
25 customer's business, like customer requests coming