

EXHIBIT F

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

BRIGHT RESPONSE, LLC
F/K/A POLARIS IP, LLC,

Plaintiff,

-vs- 2:07-CV-371-TJW-CE

GOOGLE, INC., et al.,

Defendants.

CONFIDENTIAL - ATTORNEY'S EYES ONLY

Videotaped Deposition of ANTHONY ANGOTTI,
held at the offices of ACTION REPORTING
SERVICE, LLC, Syracuse, New York, on
11/13/2009, before PAMELA PALOMEQUE,
Registered Professional Reporter and Notary
Public in and for the State of New York.

Job No. 225814

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 2 Q. Now, I'd like to turn to the EZ Reader product
 3 or project.
 4 A. Okay.
 5 Q. Earlier you said you worked on it from
 6 beginning in 1993.
 7 A. The project of which that was a part began in
 8 1993.
 9 Q. Okay. So what I'd like to do is kind of get a
 10 timeline of that project and your role in it, so if you
 11 could start with 1993, and you can describe what you were
 12 doing at that time as it related to EZ Reader. That's
 13 where we can start our timeline.
 14 A. In that time frame, one of the areas of focus
 15 for the project was knowledge-based applications and to
 16 explore how those might be of business value, and so as
 17 it relates to EZ Reader, the 1993 time frame was involved
 18 with determining how we would go about developing an
 19 application such as -- in 1993 we didn't know that one of
 20 them would be EZ Reader. I mean -- but the time frame,
 21 it was 1993 was, you know, doing a survey of the
 22 landscape of what were the available technologies and,
 23 you know, doing analyses and figuring out, you know,
 24 how -- what was the best way to approach this and that
 25 resulted in Brightware being chosen to work with us, so

1 Anthony Angotti 52
 2 that, if I'm recollecting correctly.
 3 Q. So is it your recollection they were the same
 4 company but Brightware was a later name?
 5 A. That's the way I recall it.
 6 Q. And so is this letter -- well, first of all,
 7 were you involved in the decision to get Brightware
 8 involved in the work you were doing for Chase?
 9 A. Yes, I was.
 10 Q. Okay. And were you the person responsible for
 11 getting Brightware involved?
 12 A. By "responsible," I had management
 13 responsibility, yes. It was a team effort to determine
 14 which vendor we would use. It wasn't -- the decision to
 15 use Inference/Brightware was a team-based decision. I
 16 had management responsibility for executing, approving a
 17 document like this, budget responsibility.
 18 Q. Okay. So you didn't personally choose
 19 Brightware by yourself?
 20 MR. BUSTAMANTE: Objection, form.
 21 Q. You approved what others may have done?
 22 A. I was part of the evaluation team and I had --
 23 you know, part of my evaluation was from a business
 24 standpoint to -- to determine -- you know, whichever
 25 technology we chose, did this quote, unquote make sense

1 Anthony Angotti 51
 2 that's the early time frame.
 3 Q. Since you mentioned Brightware, I'm going to
 4 hand you what was already marked as an exhibit. It was
 5 Piccolo 9 at Ms. Piccolo's deposition.
 6 A. Okay.
 7 (Document handed.)
 8 Q. Do you recognize this document?
 9 A. Yes.
 10 Q. The Anthony Angotti in the signature block,
 11 that's you?
 12 MR. BUSTAMANTE: Objection, form.
 13 Q. Do you recall receiving this document?
 14 A. That is my name, yes.
 15 Q. Do you recall receiving this letter?
 16 A. I recognize the letter.
 17 Q. And in the first sentence it says: Inference
 18 is pleased to offer to Chase Manhattan a proposal for our
 19 IBM main frame for ART-IM software?
 20 A. Hmm, mm.
 21 Q. Do you know who or what Inference is?
 22 A. Thinking back on it, trying to recall it,
 23 Inference was the name of the company that we originally
 24 started -- that had the software, the ART-IM software,
 25 and as I recall, the name Brightware was subsequent to

1 Anthony Angotti 53
 2 for Chase. So usability training programs that they had,
 3 ease of use by people. So I was involved in a lot of
 4 those aspects, yes.
 5 Q. So going back to EZ Reader generally, can you
 6 explain what the idea behind the program was?
 7 A. Are we speaking specifically about EZ Reader
 8 or -- when you say programming, should I apply that
 9 broadly, of which EZ Reader was a part, or specifically
 10 EZ Reader?
 11 Q. That's fair. Let's say specifically about
 12 EZ Reader.
 13 A. Would you ask the question again?
 14 Q. Can you explain what the idea behind EZ Reader
 15 was?
 16 A. The business idea behind EZ Reader was to find
 17 a solution that would make it faster and less costly to
 18 handle the needs of a business unit and, you know, in the
 19 bank, and so EZ Reader was an idea of a way to help
 20 address, you know, part of that business problem of how
 21 to handle incoming, you know, messages from customers.
 22 Q. Okay. And you mentioned the business problem
 23 of handling incoming messages from customers. Can you
 24 describe what problem EZ Reader was trying to solve?
 25 A. Yes. You know, keeping in mind the time frame

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2 and what we take as commonplace today just really didn't
3 exist in 1994, '95. So, you know, you know, there was a
4 projection that on line banking with customers was, you
5 know, going to involve, you know, electronic messages
6 from customers of which e-mail would be a part, and, you
7 know, trying to put myself in that time frame of what --
8 with what we were, you know, thinking but, you know, any
9 kind of message that would come in, you know,
10 electronically, I would -- if we were -- you know, in
11 using what was known then for service, which is a person
12 on the telephone, and projecting volumes for on line if
13 it's that bad. In order to have a viable business, you
14 couldn't very well handle somebody on, you know,
15 electronically, by passing it to a person on the phone to
16 read and then type in a response. So that was the
17 business problem, was, you know, how do we be on line
18 with our customers.
19 Q. So the business problem that EZ Reader was
20 solving was being able to interact with customers on
21 line?
22 MR. BUSTAMANTE: Objection, form.
23 A. The -- the -- you know, one of the business
24 problems was how to handle on-line interaction with
25 customers, broadly stated, you know, of which e-mail is

1 Anthony Angotti 56
2 that comparison and if a comparison wasn't found, then it
3 wasn't able to be addressed automatically.
4 Q. And the electronic messages that EZ Reader
5 analyzed in this manner, were those e-mail messages?
6 A. Yes, they were.
7 Q. And I guess the known cases that you were
8 describing, were those also e-mails?
9 A. I don't believe that they were exclusively
10 e-mails. It was a knowledge base, so it was the best
11 thinking that we could find. So I would imagine that it
12 would have involved talking to people that answered the
13 phones.
14 Q. Did the EZ Reader analyze any other customer
15 communications other than e-mails.
16 A. Not that I recall. Now --
17 Q. Sorry.
18 A. No, not that I recall.
19 Q. Whose idea was what became the EZ Reader
20 product?
21 MR. BUSTAMANTE: Objection, form.
22 A. I believe it was -- for me, I won't -- I'm not
23 able to -- I don't have -- I don't have information that
24 lets me see an individual coming up with the idea alone.
25 I mean, it was part of the team process that we had so it

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2 one aspect of that. Other forms of, you know, messaging,
3 messages that might come in from a customer, and so the
4 knowledge-based applications group was, you know, tasked
5 with, you know, finding a way to use technology to
6 automate, you know, business processes on behalf of
7 on-line services.
8 Q. Okay. So what was the -- you've described the
9 problem now that EZ Reader was trying to solve. What did
10 the product do? How did it solve that problem?
11 MR. BUSTAMANTE: Objection, form.
12 A. EZ Reader addressed that problem by, you know,
13 being able to do what it was doing then and that was, you
14 know, receive an electronic message from the customer,
15 determine the nature of that -- of that message and
16 respond to that if it could.
17 Q. When you say "if it could," what do you mean
18 by that?
19 A. You know, if it was -- you know, determining
20 if it could was, you know, a part of the, you know,
21 invention of, you know, determining -- determining the
22 content and comparing that to cases that were, you know,
23 known, known e-mails from -- known customer requests and
24 determining if this request was like one that was already
25 resolved and then taking the -- a similar action based on

1 Anthony Angotti 57
2 was a collective idea.
3 Q. Who was the team that was working on
4 EZ Reader?
5 A. I don't -- I don't think I can recall every
6 name but the main group that was working on it was Amy
7 Rice, Julie Hsu, Rosanna Piccolo. I was also part of
8 that subteam. That was the main nucleus group that was
9 carried on the day-to-day kind of project. There were
10 other folks that got involved in the business unit and in
11 the IT group but, you know, they played very support
12 roles, project management roles. A Connie Lynch was part
13 of the team, not EZ Reader, per se, but she worked
14 closely with Amy, Amy Rice, on a list of projects that we
15 were working on.
16 Q. Do you remember any -- sorry, didn't mean to
17 interrupt.
18 A. I don't recall -- one other name that comes to
19 mind that was -- I wouldn't -- would have considered part
20 of the team, so I don't know if it's relevant. Do you
21 want that name?
22 Q. Can you say who that was?
23 A. Janice Browne. That's about as deep as I can
24 dig.
25 Q. Now, I'd like to get an idea what each of

15 (Pages 54 to 57)

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 2 MR. BUSTAMANTE: -- we certainly disagree
 3 with your position. We're going to treat this
 4 deposition as closed and we can communicate
 5 about this afterward. I have no questions at
 6 this time, so we're done. I have asked this
 7 be attorneys eyes only in light of a couple of
 8 the documents, so we'll treat the entire
 9 deposition in that manner under the protective
 10 order.
 11 I think we're off the record.
 12 THE VIDEOGRAPHER: Mr. White?
 13 MR. WHITE: Same. We've finished our
 14 questioning today but we reserve the right to
 15 come back if we find there's additional
 16 documents.
 17 THE VIDEOGRAPHER: Concluded? Having
 18 heard the approval of all parties, this
 19 concludes the testimony of Anthony A. Angotti.
 20 We are off the record November 13th, 2009
 21 approximately 4:09:00 p.m.
 22
 23 * * *
 24
 25

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 2 REPORTER'S CERTIFICATE
 3
 4 I, PAMELA PALOMEQUE, Court Reporter and
 5 Notary Public, certify:
 6 That the foregoing proceedings were taken before me at
 7 the time and place therein set forth, at which time the
 8 witness was put under oath by me;
 9 That the testimony of the witness and all objections made
 10 at the time of the examination were recorded
 11 stenographically by me and were thereafter transcribed;
 12 That the foregoing is a true and correct transcript of my
 13 shorthand notes so taken;
 14 I further certify that I am not a relative or employee of
 15 any attorney or of any of the parties nor financially
 16 interested in the action.
 17
 18
 19
 20
 21 PAMELA PALOMEQUE, RPR CLR
 22 Notary Public
 23
 24
 25

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 2 STATE OF NEW YORK
 3 ss.
 4 COUNTY OF ONONDAGA
 5
 6 CERTIFICATE OF WITNESS
 7 I, ANTHONY ANGOTTI, hereby certify that I have read the
 8 foregoing transcript of my deposition taken November 15,
 9 2009, at Syracuse, New York, pursuant to the applicable
 10 rules of Civil Procedure, and that the foregoing 182
 11 pages of transcript are in conformity with my testimony
 12 given at that time (with the exception of any corrections
 13 made by me, in ink, and initialed by me on the attached
 14 errata sheet).
 15 _____
 16 Anthony Angotti
 17 STATE OF NEW YORK
 18 COUNTY OF ONONDAGA
 19 SUBSCRIBED AND SWORN to before me, the undersigned
 20 authority on this the ____ day of _____, 20__.
 21 _____
 22 Notary Public in and for
 23 _____ County, State of New York
 24 My Commission Expires _____
 25