

EXHIBIT H

McBrearty

Total Length of Defendant Clips: 00:29:25

Total Length of Plaintiff Clips: 00:16:09

Total Length of Combined Clips: 00:45:34

DEFENSE: McBrearty_005.23-006.21 Length of Clip is: 00:01:53

5: 23 Q. Mr. McBrearty, can you briefly explain to me
5: 24 your background in the card processing industry?
5: 25 A. Sure. I was -- came to work for Citibank -- I
6: Page 6
6: 1 forget the year, but I was there 22 years, and I left
6: 2 last August. So it was 22 years last July, I believe.
6: 3 And I first worked for a Citibank company called
6: 4 Citicorp Retail Services, and we provided cards to
6: 5 largely department stores and a few others sorts of
6: 6 merchants.
6: 7 And in 1988, I went to work for Diners Club,
6: 8 also a Citibank company, and I was with Diners Club
6: 9 until the last -- early part of August of last year.
6: 10 And Diners Club is both an issuer and an acquirer, so we
6: 11 largely acquired all of our transactions. You know,
6: 12 around the world it's a franchise business, but I worked
6: 13 for Diners Club North America, and so I'm familiar with
6: 14 that.
6: 15 I was actually on the business side, but I'm
6: 16 very familiar with how we processed charges and the
6: 17 systems that were involved in that, because I used to
6: 18 provide liaison to the technology group and be sort of
6: 19 the director of technology projects that were done on
6: 20 behalf of the group that I was in, which was called
6: 21 "establishment sales."

DEFENSE: McBrearty_010.07-010.10 Length of Clip is: 00:00:12

10: 7 Q. And did Diners Club -- for those transaction
10: 8 for which it was the merchant processor, did it charge
10: 9 the merchant any processing fee?
10: 10 A. Of course. That's how we made our money.

DEFENSE: McBrearty_016.08-016.14 Length of Clip is: 00:00:21

16: 8 Q. Now, did you have any involvement with LeCARD-
16: 9 Clever Ideas?
16: 10 A. I did, yes.
16: 11 Q. And when did you first become involved with
16: 12 LeCARD-Clever Ideas?
16: 13 A. I'm not sure, but I would guess that it was
16: 14 probably in about 1990 or '91.

DEFENSE: McBrearty_017.07-018.24 Length of Clip is: 00:02:32

17: 7 Q. The president of Clever Ideas at that time
17: 8 was -- do you recall his name?
17: 9 A. Lee Suckow.
17: 10 Q. Lee Suckow. So you said, "That was the
17: 11 genesis of the business we put together." Who's the we?
17: 12 A. Well, you know, it started out Lee and I

17: 13 planned it all, and then -- you know, on our side then
 17: 14 there was our operations people and our systems people
 17: 15 and all of that, but we started it with, you know, I
 17: 16 suppose, just the two of us.
 17: 17 And, you know, it started as a very small
 17: 18 enterprise in Chicago with a list of 30 or so
 17: 19 restaurants, and everything was done by hand. You know,
 17: 20 we had to see if this business would work. And we
 17: 21 actually had to -- we had to issue a separate piece of
 17: 22 plastic, because we couldn't differentiate between the
 17: 23 kinds of transactions we had and all this.
 17: 24 And so we did that. We issued plastic to our
 17: 25 card members in Chicago, and we had a little list of

18: Page 18

18: 1 restaurants. It was, you know, pretty little on a sheet
 18: 2 of paper, you know. Said, here, you can, you know --
 18: 3 and you can -- when you dine in these restaurants,
 18: 4 you'll get a 20 percent credit, but instead of offering
 18: 5 your Diners Club card, present this LeCARD, which was
 18: 6 tied to their -- tied to their Diners Club account. So
 18: 7 it was -- could be done electronically. Eventually, it
 18: 8 could be done electronically.

18: 9 We first started with making sure we did
 18: 10 everything with paper so that we could control it and
 18: 11 watch it and do all of that stuff. You know, when you
 18: 12 first start that business, you look at every transaction
 18: 13 every day and that kind of thing. Started it and -- to
 18: 14 see if it would work, and it did, so we built the
 18: 15 business from that.

18: 16 Q. And did you remain involved with the LeCARD
 18: 17 side of the Diners Club business while you remained at
 18: 18 Diners Club?

18: 19 A. Yeah. For about, I would think -- I was doing
 18: 20 different work, so probably until about 1998 or -- '97,
 18: 21 '98, or somewhere in there, I handed it off to -- and it
 18: 22 was -- the marketing side went to our marketing group,
 18: 23 and the operations side stayed in -- and I didn't have
 18: 24 anything to do with it after that point.



DEFENSE: McBrearty_019.04-019.12* Length of Clip is: 00:00:37

19: 4 Q. (BY MR. SCHUURMAN) Mr. McBrearty, I'm handing
 19: 5 you what has been marked as Diners Club Exhibit 3, DC3.
 19: 6 And that's a collection of documents, and I'd like to go
 19: 7 through them at our leisure, but first of all, I'd like
 19: 8 to focus you on the first page.
 19: 9 And the first page has the heading on the top
 19: 10 left "LeCARD." It is dated October 29, 1992, and it is
 19: 11 signed by Lee Suckow, president. Do you see that?
 19: 12 A. Uh-huh, yes.

SHOW 002



DEFENSE: McBrearty_021.08-022.23 Length of Clip is: 00:03:04

21: 8 Q. Okay. And when you say, "processed
 21: 9 electronically like any other Diners Club card," what
 21: 10 does that mean? Does that mean that -- explain it to
 21: 11 me. What does that mean?
 21: 12 A. Well, the Diners Club card would -- when it
 21: 13 was -- when the Diners Club card with the LeCARD logo on
 21: 14 the back of it, which, by definition, was a Diners Club
 21: 15 personal card, as opposed to a corporate card -- when
 21: 16 that restaurant -- when that card was presented in the
 21: 17 restaurant, and that would be a restaurant that was
 21: 18 contractually participating in this program, that card

21: 19 would be swiped like any other -- like any other Diners
21: 20 Club card or any other card, actually.
21: 21 And that transaction would first be authorized
21: 22 by our system, and then subsequently the transaction
21: 23 would be delivered to our merchant system. And that
21: 24 merchant system would divide -- well, I shouldn't say
21: 25 "divide." It's probably the wrong word. The
22: Page 22
22: 1 programming can be put in place, so our merchant system
22: 2 would take -- would process the transaction.
22: 3 And the LeCARD transactions were processed in
22: 4 a slightly different fashion than typical transactions.
22: 5 The system would take the transaction and it would
22: 6 calculate 20 percent, and that value would be sent
22: 7 electronically to our cardholder system. The full
22: 8 transaction itself would be -- the value of that would
22: 9 be sent to the cardholder system.
22: 10 Then the merchant fee would be taken, and this
22: 11 fee was somewhat larger than our typical merchant fee,
22: 12 but it was in the merchant fee category on our system.
22: 13 We would withhold that, and then we would make payment
22: 14 of the balance, the net, to LeCARD.
22: 15 Q. And how would that payment of the balance, the
22: 16 net, be paid to LeCARD?
22: 17 A. ACH.
22: 18 Q. So that's certainly electronic, isn't it?
22: 19 A. Uh-huh.
22: 20 Q. So for these Diners Club/LeCARD transactions,
22: 21 was Diners Club still the merchant processor for those
22: 22 transactions?
22: 23 A. Yes.

DEFENSE: McBrearty_025.09-025.13 Length of Clip is: 00:00:21

25: 9 Q. If you could continue on that Diners Club
25: 10 Exhibit 3, if we go to the fourth paragraph, it says,
25: 11 "Enclosed you will also find a document that enables you
25: 12 to have Diners Club send the LeCARD charges directly to
25: 13 us for your account." Do you see that?

DEFENSE: McBrearty_025.21-027.06* Length of Clip is: 00:02:08

25: 21 Q. Okay. And if you could turn to the next page
25: 22 of Diners Club Exhibit 3, I believe that's the document
25: 23 that is being referred to there. And do you see that
25: 24 language --
25: 25 A. Yes.
26: Page 26
26: 1 Q. -- "Effective immediately please pay me for my
26: 2 Diners Club and Carte Blanche charges and pay LeCARD for
26: 3 only my LeCARD charges." Do you see that?
26: 4 A. Yeah.
26: 5 Q. Can you explain what that means, please?
26: 6 A. We would have a contractual relationship with
26: 7 the individual restaurants, and that describes that
26: 8 we're going to take the transactions in, we're going to
26: 9 keep a fee, and there's a -- there's a lot of things
26: 10 that they have to do with respect to authorization and
26: 11 that we would pay them. And that was the relationship.
26: 12 So we required that this document be in place,
26: 13 and we had a matter of record. And it was -- we needed
26: 14 it for our own protection. Certainly it was a Citibank
26: 15 audit issue. We needed to make sure that we had in
26: 16 place, so that -- this is an exception to what our

26: 17 contract would say. It isn't described as that, but I
 26: 18 suppose, you know, in retrospect, you could probably say
 26: 19 that it would have been smart to call it an exception.
 26: 20 But in the event, the transactions that would
 26: 21 be coming in from the restaurant, only a portion of
 26: 22 those would be LeCARD. So the other ones would be --
 26: 23 the other ones would be Diners Club corporate card
 26: 24 transactions and Carte Blanche transactions. And those
 26: 25 we continued to handle and pay like we always had. So

SHOW 002-0002

27: Page 27

27: 1 we paid the restaurant ACH.
 27: 2 And this was saying, but if they're LeCARD
 27: 3 transactions, we're not going to pay you, like it says
 27: 4 in our contract. We're going to pay LeCARD.
 27: 5 Q. Okay.
 27: 6 A. And so that handled that situation.

DEFENSE: B_McBrearty_031.06-032.07* Length of Clip is: 00:01:32

31: 6 Q. Okay. And then going on to the next page?
 31: 7 A. This is what was referred to in the letter --
 31: 8 in the letter to the restaurants as a letter of change.
 31: 9 Q. Okay.
 31: 10 A. And letter of change is a -- was a Diners Club
 31: 11 terminology for a letter that was, again, generated by
 31: 12 the mainframe to describe something that -- where the
 31: 13 payment to the restaurant had a difference than what was
 31: 14 submitted to Diners Club; some difference. It could be
 31: 15 a chargeback. It could be something, but it explains
 31: 16 what the change is --
 31: 17 Q. Okay.
 31: 18 A. -- between what they sent us and what we were
 31: 19 paying them.
 31: 20 Q. Okay. And what is this one? Explain what
 31: 21 this is.
 31: 22 A. Well, and this one would be pulling out -- in
 31: 23 the total, it was described -- in the total of \$600 that
 31: 24 they submitted, \$100 was a LeCARD charge. So that was
 31: 25 going to be put over here, and it refers back to the

SHOW 002-0004

32: Page 32

32: 1 statement here that says, there's the other \$500.
 32: 2 So the \$500 constitutes the -- which would be
 32: 3 the regular Diners Club charges and the Carte Blanche
 32: 4 charges. This is the \$100. This is the LeCARD charge.
 32: 5 This is telling the restaurant, why is this only 500?
 32: 6 We sent -- the restaurant sent us 600. Here's 500.
 32: 7 Here's the other 100 that goes, you know, to LeCARD.

DEFENSE: McBrearty_032.08-032.10 Length of Clip is: 00:00:07

32: 8 Q. Okay. And then that's the page that has
 32: 9 LC 0004 at the bottom right, right?
 32: 10 A. Correct.

PLAINTFF: PL_McBrearty_032.18-033.03* Length of Clip is: 00:00:52

32: 18 Q. What is this page that's got LC 0005?
 32: 19 A. LC 00005.
 32: 20 Q. Okay. Can you explain that to me, please?
 32: 21 A. Yes. This -- this is a statement that LeCARD
 32: 22 sent to the restaurant to describe what happens with the
 32: 23 transaction that was referred to on LC 00004. And that
 32: 24 is -- now, this is the reconciliation of that, since the

32: 25 hundred dollars is the gross transaction, that, you
33: Page 33
33: 1 know, the food and beverage part of it is \$80. The tax
33: 2 and tip is 20. So they're paying the restaurant 20 and
33: 3 crediting the \$80 against their advertising account.

SHOW 002-0005

PLAINTFF: PL_McBrearty_035.19-036.01 Length of Clip is: 00:00:23

35: 19 Q. Okay. And so as reflected on this particular
35: 20 document that you've got in front of you, this one that
35: 21 ends with the 5, LC 00005 --
35: 22 A. Yes.
35: 23 Q. -- that reflects that of the transaction
35: 24 amount of \$100, \$80 has been applied by LeCARD to reduce
35: 25 the merchant's advertising obligation; is that correct?
36: Page 36
36: 1 A. Yes.

PLAINTFF: PL_McBrearty_036.02-036.17 Length of Clip is: 00:01:25

36: 2 Q. Okay. And what was the arrangement between
36: 3 Diners Club and LeCARD as to the payment of the tax and
36: 4 tip to the restaurant? Or let me rephrase that. If you
36: 5 understand my question.
36: 6 A. Yes. But that -- that wasn't -- it wasn't our
36: 7 obligation. It was LeCARD's obligation. So I'm
36: 8 assuming that it was part of the contract that said that
36: 9 they agreed to do that. But it was always part of the
36: 10 arrangement that the restaurant received the tax and tip
36: 11 in real money, you know, because they had to pay the
36: 12 government and because they had to pay the wait staff.
36: 13 And so certainly, that was part of the LeCARD restaurant
36: 14 contract, but it wasn't our obligation to pay them.
36: 15 Q. And you didn't -- did Diners Club want to have
36: 16 any responsibility for that obligation or not?
36: 17 A. No.

DEFENSE: McBrearty_036.24-037.14** Length of Clip is: 00:00:44

36: 24 Q. For these -- for this transaction example that
36: 25 we've just gone through, did Clever Ideas-LeCARD play
37: Page 37
37: 1 any role in processing this transaction, if you know
37: 2 what I mean? Or let me rephrase it. Who was the
37: 3 processor for this transaction?
37: 4 A. Diners Club was the processor.
37: 5 Q. Diners Club?
37: 6 A. Uh-huh.
37: 7 Q. So all -- so Diners Club, for this type --
37: 8 this transaction of a hundred dollars, would Diners Club
37: 9 have authorized the transaction?
37: 10 A. Yes.
37: 11 Q. And it would have -- would it have told the
37: 12 merchant electronically that it's okay to go ahead with
37: 13 the transaction?
37: 14 A. Yes.

CLEAR

DEFENSE: McBrearty_038.07-039.19 Length of Clip is: 00:02:59

38: 7 Q. So when you say, "entirely untouched by human
38: 8 hands," can you go through that, because he's referred
38: 9 several times to generated by the Diners Club mainframe.

38: 10 What did the Diners Club mainframe encompass in general
38: 11 terms, what type of equipment?
38: 12 A. The actual mainframe is a Citibank mainframe.
38: 13 Resides in -- at The Lakes, Nevada, and lots of card
38: 14 products run on that mainframe, lots of Visa-
38: 15 MasterCard. A lot of Citibank products run there.
38: 16 And the Diners Club transactions ran on that
38: 17 mainframe, and there were -- I don't know how many
38: 18 boxes. That gets, you know, sort of beyond my -- but in
38: 19 any event, there were two systems. Actually more than
38: 20 that, but the two systems in this connection, one was
38: 21 the merchant system and the other was the cardholder
38: 22 system, card member system, if you will.
38: 23 And the card member system automatically does
38: 24 a lot of things. Once it -- people are put on there, it
38: 25 runs the credit side of the cardholders. It causes

39: Page 39

39: 1 cards to be issued. It causes bills to be sent. It
39: 2 causes the reconciliation when payments are made and all
39: 3 that, and it runs the cardholder side of the business,
39: 4 which in the industry is called "the issuing side of the
39: 5 business."
39: 6 The merchant system does the credit side of
39: 7 the relationship with merchants, so every merchant on
39: 8 there is represented with a contract. Each has its own
39: 9 circumstances with respect to pricing. Each one has its
39: 10 own circumstances with respect to payments, frequency,
39: 11 if you will, and method, and there were little nuances
39: 12 to all of that kind of thing.
39: 13 It -- each merchant -- each merchant location,
39: 14 actually, was represented with a unique merchant number,
39: 15 and things -- I guess that's sort of -- everything that
39: 16 we had to do with the merchant side of our business was
39: 17 automated and run on that system. So again, largely
39: 18 typical things could be untouched by human hands, if you
39: 19 will.

DEFENSE: McBrearty_043.06-043.19 Length of Clip is: 00:00:51

43: 6 Q. And you said that the payments are sent to the
43: 7 merchants. What about the LeCARD component of those
43: 8 transactions?
43: 9 A. It would be the same way. On our system,
43: 10 LeCARD was set up as a merchant, so they had a merchant
43: 11 number. And so anything that was owed to them, they'd
43: 12 be -- the system looked at LeCARD as a merchant and did
43: 13 the same -- paid them the same way. So it would
43: 14 generate every night a payment to them, and it would be
43: 15 sent and a statement would be sent to them.
43: 16 Q. So in the same way as to the merchant, the
43: 17 system would deduct the processing fee that LeCARD was
43: 18 charged and send the balance to LeCARD; is that correct?
43: 19 A. That's correct.

PLAINTFF: PL_McBrearty_050.01-051.03* Length of Clip is: 00:01:22

50: 1 Q. Okay. And then the next -- on that page
50: 2 LC 00006, the next paragraph says, "Since the charges
50: 3 are captured electronically, the reimbursement for tax
50: 4 and tip will be 20 percent of the gross transaction."
50: 5 And then it goes on to say in the first twenty months,
50: 6 they found this to be accurate. And then they say if
50: 7 it's different -- and please read that all to yourself.
50: 8 They say if it's different, please let us know and we'll

DEFENSE: B_McBrearty_082.02-082.23 Length of Clip is: 00:01:33

82: 2 Q. Okay. Last question, Mr. McBrearty, is this
82: 3 information that you've given me today -- is any of that
82: 4 information, to your knowledge, confidential or
82: 5 restricted in any way?
82: 6 A. I would say this, that the -- the information
82: 7 specific to a restaurant is confidential by contract
82: 8 between the restaurant and Diners Club because of the
82: 9 confidentiality agreements inherent in all Citibank
82: 10 contracts. So there's a confidentiality agreement
82: 11 there.
82: 12 I don't recall, might have -- probably isn't
82: 13 in there, the LeCARD may have had a confidential --
82: 14 confidentiality agreement in their contract with the
82: 15 restaurants, although I'm not sure about that. But --
82: 16 but the Diners Club contract would override, you know,
82: 17 because we were part of it.
82: 18 So things having to do with the amounts, their
82: 19 account numbers, their discount rate, all those things
82: 20 are confidential by contract, and even though those
82: 21 contracts are all, at this stage of the game, dormant,
82: 22 you know, their survivability would be -- you know,
82: 23 would still be out there, so that's confidential.

PLAINTFF: PL_McBrearty_082.24-083.05 Length of Clip is: 00:00:26

82: 24 And I guess the specific business arrangements
82: 25 between Diners Club and LeCARD would be confidential,
83: Page 83
83: 1 because that contract would have confidentiality clauses
83: 2 in it. So the things that would be published and
83: 3 letters that would be sent and that kind of thing would
83: 4 not be, but the specific arrangements of -- business
83: 5 arrangements between the two companies would be.

PLAINTFF: PL_McBrearty_083.06-083.09 Length of Clip is: 00:00:14

83: 6 And I would suggest that the Citibank way is
83: 7 to put 50 years of survivability on those. You know, I
83: 8 mean, so when in doubt, it's confidential. That's the
83: 9 way we approach business, generally.

PLAINTFF: PL_McBrearty_084.17-084.24 Length of Clip is: 00:00:17

84: 17 Q. You mentioned earlier that there was a
84: 18 contract between Diners Club and Clever Ideas or LeCARD;
84: 19 is that correct?
84: 20 A. Correct.
84: 21 Q. Have we discussed that contract today? Let
84: 22 me, actually, restate that. Have we seen that contract
84: 23 today?
84: 24 A. No.

PLAINTFF: PL_McBrearty_086.24-087.13 Length of Clip is: 00:00:39

86: 24 Q. What was the business that you were
86: 25 contracting to do --
87: Page 87
87: 1 A. Oh.
87: 2 Q. -- that Diners Club was contracting to do with

DEFENSE: B_McBrearty_103.24-105.16* Length of Clip is: 00:02:58

103: 24 Q. Okay. And when -- at the time that this
103: 25 statement was generated, if Diners club received a
104:Page 104
104: 1 LeCARD transaction, they would send the entire
104: 2 transaction to LeCARD; is that correct?
104: 3 A. I don't think so. Let me -- no. That
104: 4 wouldn't -- that's not a correct statement. So it's --
104: 5 Q. How do you explain what would happen?
104: 6 A. So I would say this: You have to go back and
104: 7 you have to look at these -- these two pieces in its --
104: 8 so Nos. 3 and No. 4 go together. And this, a restaurant
104: 9 was sending in charges directly to Diners Club, and
104: 10 those charges were regular Diners Club charges, Carte
104: 11 Blanche charges, and LeCARD charges, the three types.
104: 12 And that combination was \$600. That's indicated,
104: 13 because it says here in one of these statements that
104: 14 that's what this example is, but -- without finding
104: 15 them, that this is -- they sent in \$600 worth of
104: 16 charges.
104: 17 And what our system did was take that in and
104: 18 say, here's \$600. We owe the restaurant 500. That
104: 19 would be for the Diners Club and Carte Blanche charges.
104: 20 So we're going to pay them \$500, and the system would
104: 21 pay them and generate this statement. But, of course,
104: 22 it doesn't balance with what they sent us, which was
104: 23 \$600, so it -- there's a letter of change comes out that
104: 24 goes with the statement.
104: 25 And the letter of change is what's just -- the
105:Page 105
105: 1 reason it's called "change" is, what's changed from what
105: 2 you sent us to what we paid you. And there can be a lot
105: 3 of reasons that that might be the case, refunds and
105: 4 chargebacks and all. There's a long list of things.
105: 5 And one of those things is that there was a
105: 6 LeCARD transaction, which is what this is, the
105: 7 hundred-dollar one. And this is telling the merchant,
105: 8 You sent us -- they know they sent us 600. Here's your
105: 9 500. You got paid. And here's the reason that we paid
105: 10 this, because you had a LeCARD transaction, and that's
105: 11 -- we sent the money to LeCARD. And it says in there
105: 12 the reason, LeCARD will settle directly with you.
105: 13 And that's that other math, which is the next
105: 14 page, which is, we tell them that LeCARD is going to
105: 15 settle with them. Then LeCARD actually does, and they
105: 16 send them this document. So that's the continuum.

SHOW 002-0004

DEFENSE: McBrearty_105.17-107.01 Length of Clip is: 00:01:43

105: 17 Q. Okay. So I think you answered my question.
105: 18 Maybe I just didn't word it right, but --
105: 19 A. No, I know it's complicated. It's hard not to
105: 20 go through all the steps and pick -- it's hard to pick
105: 21 out one little piece of it, you know.
105: 22 Q. Okay. So let me make sure I understand, then,
105: 23 what you just testified to. So in this context, in this
105: 24 transaction, there was a total amount of \$600?
105: 25 A. Right.
106:Page 106
106: 1 Q. 100 of that included a LeCARD transaction?
106: 2 A. Right.
106: 3 Q. Diners Club received the transactions from the

106: 4 restaurant --
106: 5 A. Uh-huh.
106: 6 Q. -- correct? And upon recognizing that a
106: 7 hundred dollars of the 600 was a LeCARD transaction,
106: 8 Diners Club forwarded that information to LeCARD? Is
106: 9 that -- is that how that worked?
106: 10 A. Yes. Let me give you -- well, we got the
106: 11 hundred-dollar transaction in, and we did several things
106: 12 with it.
106: 13 Q. Okay.
106: 14 A. We took our fee. We calculated the 20 percent
106: 15 credit and sent that over to the merchant -- I mean, to
106: 16 the card member system, along with the original
106: 17 transaction.
106: 18 Q. Okay.
106: 19 A. So two transactions went to the card member
106: 20 system for billing to the card member, and then we would
106: 21 send the net amount to LeCARD. So we weren't sending
106: 22 LeCARD the hundred dollars. We were sending them the
106: 23 net.
106: 24 Q. Okay. And that's the net minus Diners Club's
106: 25 processing fees, and anything else?

107:Page 107

107: 1 A. And the credit to the card member.

PLAINTFF: PL_McBrearty_107.02-107.05** Length of Clip is: 00:00:08

107: 2 Q. The credit to the card member. Did Diners
107: 3 Club forward the amount of tax and tip from transactions
107: 4 to restaurants, or was that LeCARD?
107: 5 A. LeCARD.

CLEAR

DEFENSE: McBrearty_107.12-107.14 Length of Clip is: 00:00:05

107: 12 Q. Have you had any communications regarding this
107: 13 litigation other than at the deposition today?
107: 14 A. No.

PLAINTFF: PL_McBrearty_109.15-110.01 Length of Clip is: 00:00:49

109: 15 Q. (BY MS. WILLIAMS) Separate, separate from
109: 16 that contract, did you have any other confidentiality
109: 17 obligations to Diners Club?
109: 18 A. Do I have confidentiality clauses --
109: 19 obligations to Diners Club? Yes, I suppose I do. Sure
109: 20 I do.
109: 21 Q. And is that as part of an employment agreement
109: 22 that you had with Diners Club or Citicorp?
109: 23 A. Yes. I am obligated for the rest of my
109: 24 natural life not to disclose any confidential
109: 25 information that I had with Citibank in my Citibank

110:Page 110

110: 1 life, you know, I guess.

PLAINTFF: PL_McBrearty_119.09-119.19 Length of Clip is: 00:00:39

119: 9 Q. And it doesn't do -- in other words, it
119: 10 doesn't somehow become part of the processing
119: 11 environment?
119: 12 A. No. The processing ends at Diners. Diners
119: 13 Club has done the processing, and we make a payment --
119: 14 we made a payment to LeCARD, and then they further split