



IVIEWIT HOLDINGS, INC.

P. Stephen Lamont
Chief Executive Officer
Direct Dial: 914-217-0038

By Electronic Mail and Facsimile

May 5, 2004

Proskauer Rose LLP
2255 Glades Road, Suite 340 West
Boca Raton, Florida 33431-7360

Re: Demand for Information and Records

Dear Sirs:

You are in receipt of the April 21, 2004 Shareholder Communication and Letter of Liabilities targeted towards Former Officers, Directors, Advisory Board Members, and Outside Professionals.

Moreover, since that date, irate shareholders have deluged Iviewit Holdings, Inc. ("Company") with dozens of inquiries demanding more information on the alleged frauds, deceits, and misrepresentations that occurred during your, your firm's, and its respective principals tenure with the Company.

Furthermore, and on behalf of its shareholders, the Company demands your written response to the attached questions in ten (10) business days.

Very truly yours,

IVIEWIT HOLDINGS, INC.

By:  **P. Stephen Lamont**

Chief Executive Officer

Signature Valid

Digitally signed by P.
Stephen Lamont
DN: cn=P. Stephen Lamont,
o=Iviewit Holdings, Inc.,
ou=Corporate, c=US
Date: 2004.05.05 10:00:11
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GENERAL QUESTIONS – CHRISTOPHER (“CHARLES”) WHEELER

1. Provide the exact time you met Eliot Bernstein regarding technologies invented by Bernstein, Shirajee, Friedstein and Rosario.
2. Provide the exact time you met Zakirul Shirajee regarding technologies invented by Bernstein, Shirajee, Friedstein and Rosario.
3. Provide the exact time you met Jude Rosario regarding technologies invented by Bernstein, Shirajee, Friedstein and Rosario.
4. Provide the exact time you met Jeffrey Friedstein regarding technologies invented by Bernstein, Shirajee, Friedstein and Rosario.
5. Provide all roles you maintained in any capacity for Iviewit and your or your firms involvement from the point you met the inventors forward concerning Iviewit. Provide all notes or correspondences of any form regarding your meetings with Iviewit. Provide exact beginning dates of your positions with Iviewit as counsel and advisory board member and the exact dates for when your term ended. Provide any letters of confirmation to your positions and any letters of termination.
6. Describe the technologies to the best of your ability for video and imaging and the exact date that you learned of such technologies.
7. Where you ever at disclosure meetings whereby the processes were explained or displayed?
8. Provide a list of all technology disclosures you attended.
9. Have you ever seen the Iviewit technologies? Have you used the Iviewit technologies in any way, and if so, when was the last time you utilized any Iviewit technologies.
10. Have you ever demonstrated the Iviewit technologies on your computer system at home or at work? Have you ever displayed the technology to any 3rd party? If so, list all.
11. Are you familiar with the MPEGLA patent pool and DVD patent pool overseen by Kenneth Rubenstein? Describe to the best of your knowledge how these patent pools, if the Iviewit patents were included, would yield benefits for the Iviewit shareholders? Was Kenneth Rubenstein listed in the advisory board as not only an advisor but as patent counsel for Iviewit? Was Rubenstein included in any marketing or sales materials that you were involved in the creation, review or distribution of?
12. Was Rubenstein's relation to MPEGLA mentioned to anyone at Iviewit and if so why did it represent an opportunity for Iviewit in your opinion?
13. Are you aware of an opinion on the “novel” aspect of Iviewit technologies, proffered by Proskauer Rose? See [EXHIBIT \(“A”\) Proskauer opinion](#).
14. Did you receive or have any input into the creation of any Iviewit business plan, marketing or sales materials or private placement memorandums?
15. Did you review and/or bill for services in connection with the Wachovia Private Placement Memorandum?

THIS MESSAGE AND ITS EMBEDDED FILES INCORPORATED HEREIN CONTAIN INFORMATION THAT IS PROPRIETARY AND CONFIDENTIAL PRIVILEGED INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT, YOU ARE PROHIBITED FROM READING, OPENING, PRINTING, COPYING, FORWARDING, OR SAVING THIS MAIL AND ITS ATTACHMENTS. PLEASE DELETE THE MESSAGE AND ITS EMBEDDED FILES WITHOUT READING, OPENING, PRINTING, COPYING, FORWARDING, OR SAVING THEM, AND NOTIFY THE SENDER IMMEDIATELY AT 561.364.4240. IF YOU ARE THE INTENDED RECIPIENT, YOU ARE PROHIBITED FROM FORWARDING THEM OR OTHERWISE DISCLOSING THESE CONTENTS TO OTHERS, UNLESS EXPRESSLY DESIGNATED BY THE SENDER. THANK YOU!



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16. Refer to [EXHIBIT \("B"\) WACHOVIA PPM](#), and describe if the management, directors, officers and advisory board members are correct. Is Kenneth Rubenstein listed as patent counsel? Was Kenneth Rubenstein patent counsel for Iviewit, an advisor to the board, a shareholder and the single reviewer and gatekeeper of patent inclusion into MPEG and other patent pools? Was Rubenstein's opinion influential on your decision to invest or participate with Iviewit?
17. Does Proskauer Rose or you receive remuneration of any kind from the patent pools or its member companies, overseen by Rubenstein? If so, how?
18. Do you, Proskauer Rose or its clients, receive remuneration of any kind from the use of Iviewit technologies in any way? If so, how?
19. Are you aware or have you ever been made aware that Brian Utley is not a college graduate as he stated he is in the Wachovia Private Placement document? Were you aware that Brian Utley had been fired from his prior employer Diamond Turf Equipment for patent misappropriations? Refer to [EXHIBIT \("C"\) UTLEY RESUME](#), have you ever seen this resume? Further, were you ever made aware of the gross misrepresentation of his past employment statements and the situation of the company Diamond Turf Equipment going out of business over Utley's patent malfeasances? Who and how were you informed of Utley's misrepresentations of his background, what date did you become aware? Did you as counsel for Iviewit perform a background check regarding Brian Utley? Did you perform background checks for anyone with reference to Iviewit? If so who and when?
20. Were you made aware that William Dick of Foley & Lardner was the attorney for Utley at his prior employer whereby patents were deliberately written in Brian Utley's name by Dick that forced the owner of Diamond Turf Equipment to cease all operations and close the business over this? Did Utley ever represent his past to you? Did you ever become aware of such problems, if so, when and whom informed you?
21. Were you at technology meetings and board meeting where the technologies were discussed and displayed? Describe the technology meetings you attended, providing dates, on behalf of Iviewit and whom was present and the outcome of all such technology disclosures or display meetings. Are you aware of any companies that were displayed Iviewit technologies and are now using them, or processes learned under NDA by any of them, in any way?
22. Do you know Zakirul Shirajee, Jude Rosario and/or Jeffrey Friedstein? Was it your understanding that they were inventors of the Iviewit technologies? Describe when you became aware of their status as inventors.



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Proskauer Rose LLP, (“PR”) – Christopher (“Charles”) Wheeler, Esq.
Any other Employee, Partner, Affiliate or other entity you or any relative may have interest in, whom received information regarding Iviewit technologies under Non-Disclosure Agreement or any other method.

1. Provide the exact time and place and how such introduction happened between yourself and Gerald Lewin regarding Simon & Eliot Bernstein.
2. List all Proskauer attorneys or employees or any affiliate that has worked on the Iviewit account in any way.
 - a. Have each attorney/employee detail all referrals or conversations they may have had with anyone regarding Iviewit or Iviewit technology.
3. Provide the exact time that you contacted Kenneth Rubenstein regarding Eliot & Simon Bernstein and inventions created by Eliot Bernstein, Zakirul Shirajee and Jude Rosario.
4. Provide the exact time that you contacted Raymond Joao regarding Eliot & Simon Bernstein and inventions created by Eliot Bernstein, Zakirul Shirajee and Jude Rosario.
5. Where was Kenneth Rubenstein employed at the time of your contact with him on behalf of the Bernstein's concerning inventions discovered by Eliot Bernstein, Zakirul Shirajee and Jude Rosario?
6. Are you aware of a Conflict check done by PR in regards to the Bernstein's or any Iviewit entity? Define any possible conflicts of interest the firm would have if one were done?
7. In your deposition you were unclear and uncertain if a conflicts check was done, now that you have time to research the records, provide copies of such conflicts check done by your firm?
8. Provide copies of all original signed retainers in your possession for any Iviewit company. Do you maintain the originals for inspection?
9. Did you get a retainer from Eliot and Simon Bernstein before your firm formed any company and how did you bill for services initially, such as the many meetings held at your office before any corporate formation?
 - a. Was your office used as the original meeting place for almost all meetings before corporate formation? Do you maintain the original notes of these meetings?
10. In taking 2.5% of Iviewit founder stock, did you have any written consent from the PR partners or any committee in order to accept such stock? If so, provide all inter-office correspondences regarding such stock acceptance for the firm.
11. Provide billing records both paid and unpaid for any Iviewit entity, clearly marking paid versus unpaid in regard to any Iviewit company.
12. Provide billings for Iviewit Corporation and describe who this Company is in detail and why it is not listed in the corporate structures provided to shareholders and investors in Iviewit and other interested parties.



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13. Provide billings for Iviewit, Inc. Describe Iviewit Inc. What happened to this Company and were any NDA's or any licensing or other deals made with this Company? Have all assets and interests in this Company been transferred to current companies?
14. Why was Uview.com, Inc. formed and Iviewit LLC formed in the same month, what was the purpose of each Company and why was Uview.com, Inc. formed as an S. Corporation. Refer to [EXHIBIT \("D"\) Corporate Structure](#) and are there any companies not listed that you are aware of that were opened for Iviewit by PR?
15. Describe your meetings with Hassan Miah and when they occurred and what inventions were discussed and what Mr. Miah requested either directly or indirectly through his attorney Richard Rosman from your firm.
16. Describe every meeting and the date you contacted Gerald Stanley of Real 3D. Was a NDA signed in your offices and maintained by your firm weeks before you scheduled disclosure meetings with Real 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)? If so, what technologies did Mr. Stanley see and what was his reaction? List all parties present at such meeting? Provide Gerald Stanley's NDA you maintained.
17. Describe the details, and all participants involved, in your meeting with Real 3D and who attended such meetings from PR, Iviewit, Goldstein Lewin & Co., Real 3D, and provide all notes, receipts, and records you maintained from this meeting. Provide your cell phone records for this day. Is it typical for PR to send a real estate attorney to a technology disclosure meeting? Include all NDA's you maintained from the participants. Describe the outcome of the meeting and what technologies were discussed. Describe the patent counsel you secured prior to this meeting that were supposed to telephonically attend the disclosure meeting, and where they present or why were they not present at the meeting? Did you make sure that Iviewit disclosures of the inventions were protected before setting up the meeting for disclosure of the imaging and video technologies with Real 3D? Was Kenneth Rubenstein contacted to attend this meeting? Was Raymond Joao contacted to attend this meeting? Did any patent counsel attend this meeting scheduled by you with your referred contact at REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)?
18. What relationships or license deals did you or the Boca Raton office handle for Iviewit and REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)? What companies were these deals done with? Did the Boca Raton office at this time maintain a technology department that specialized in technology licensing?
19. It appears that Rocky Thomson prepared the license deal for REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN), perhaps a license that could tie Iviewit to, Intel chips, Silicon Graphics, Inc. products and Lockheed Martin products for royalties. Describe why you choose an attorney that does not specialize in technology licenses to prepare a technology license with a referred lead of yours personally. Was a further license deal with REAL 3D (INTEL, SILICON



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- GRAPHICS INC. & LOCKHEED MARTIN) promised by your firm and worked on by your firm? What happened to such license when REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) suddenly was purchased by Intel?
20. How did you meet Mr. Stanley of Real 3D? Were you prior involved in any companies with Mr. Stanley? Describe the nature of the relationship with whoever referred you to Mr. Stanley.
 21. Describe your relationship or your firms with the following individuals at Boca Research or its board of Directors past and present:
 - a. Robert Ferguson
 - b. Gerald Stanley
 22. Was PR in any way whatsoever involved in the handling of the Iviewit patents?
 23. Describe your relationship with Brain Utley and how you introduced Mr. Utley to the Company. Please review [EXHIBIT \("C"\) Utley Resume](#) and state any confirm or deny your knowledge of each statement made in the resumes. Please describe when you initially contacted Mr. Utley regarding Iviewit. Describe the nature of the business Premier Connections, Inc. that you set up for Mr. Utley, did this company ever apply for any patents or have any patent interests whatsoever that you are aware of?
 24. In handling the Iviewit trademarks and copyrights, were you or the firm given source codes on CD-ROMS containing the websites, interactive business plans, and the code for the inventions, did you copyright these? Did you bill for any copyright services? How did you protect Iviewit from conflicts with Rubenstein and the patent pools PR now controls and has as clients, when handling the source codes and other materials?
 25. Are you aware of Mr. Monte Friedkin, Mr. Utley's prior employer and the circumstances leading to the closure of the business Mr. Utley ran into the ground for Mr. Friedkin? What were the circumstance that led to Mr. Utley's termination involving patent misappropriations? Did you discuss this with Iviewit in your introduction of Mr. Utley?
 26. Did you run a background check on Mr. Utley before recommendation? Did you ever run any background checks for Iviewit, if so, when and at whose request?
 27. Did you get any written waivers regarding any patent malfeasances caused by Mr. Utley at his past employment to protect Iviewit from similar occurrences?
 28. Did you and Utley disclose his past employment correctly on the resume you submitted for his employment?
 29. Provide details of your relationship personally and professionally with Charles Cross of Wachovia Securities, Inc. and your introduction to Iviewit of Mr. Cross and what transpired from this referral.
 30. Provide details of your relationship personally and professionally with Ross Miller and your introduction to Iviewit of Miller and what transpired from this referral.
 31. Provide details of your relationship personally and professionally with Cris Brandon of Huzienga Holdings/Investech and your introduction to Iviewit of Brandon and what transpired from this referral. Provide all documentation for this transaction and outline all dates and details of the investment and where the money went initially and



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subsequently. Describe the outcome of Mr. Huizenga's review of the patents by their patent attorney and who this was and where the meeting took place to review and who attended such meeting. Describe what happened when Huizenga Holdings/Investech decided to make no further investment in Iviewit, what led to this decision, who attended the meeting and describe the place and time and all correspondences that followed of any sort.

32. Provide details of your brothers relationship with Cris Brandon, did you disclose this relationship to the board or officers of the Company? What is your brother's name and address?
33. Do you have any prior relationship with William Dick of Foley and Lardner? Does anyone at the firm have any prior relationship that you are aware of with Dick?
34. Have you had any conversations with Huzienga Holdings in the last four years? If so, please provide details of with whom and for what reasons.
35. Provide detailed information and all records relating to any involvement of PR or yourself with Visual Data Corp.
36. Describe your involvement with Goldstein Lewin & Co. regarding the misrepresentation of Gerald Lewin regarding VD and his firms' relationship. Attach all correspondences. If PR ever represented VD, did you get a conflict waiver when representing Gerald Lewin who also represented VD and because of your relationship with Mr. Lewin or Mr. Gortz's relationship with him?
37. Provide details of your relationship personally and professionally with any partners of Sachs, Sax & Klein, P.A., Furr & Cohen P. A. & Bart Houston.
38. Did you ever have involvement with Brian Utley in his failed involuntary bankruptcy against Iviewit? Did you provide legal references or funds for Mr. Utley's endeavor?
39. Provide all information, dates, times, billings for your meetings with Hassan Miah, Gerald Stanley and Real 3D. Describe the nature of the meetings and the conclusions reached. Were you present when Hassan Miah claimed that the video invention was the "Holy Grail"? When asked by Gerald Stanley of Real 3D the value of the technology what did Rosalie Bibona state the values of technologies to be worth?
40. Describe your termination from Iviewit in any capacity and the events and reasons leading up to your termination.
41. Provide a company by company breakdown of all stock issued for each company while the corporate books were in the possession of PR and while Goldstein Lewin & Co. over saw the books and records of the Company.
42. When were the corporate books transferred by PR and to whom and upon what authority? Was that person an officer and were signed inventory and proper transference rules followed? Provide all documentation and inventories.
43. How was the Prolow loan money transferred and who handled such transfer? Did PR handle the transfer of any investor monies and if so who handled such transactions, and describe the accounting mechanics of all monies invested in Iviewit? Describe who handled the inflow of investor money for Iviewit from PR.
44. Who issued the shares of the various Iviewit companies and delivered those shares. Provide all records of transfer of any shares.



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45. Iviewit Corporation - Why are the records or information relating to this Company missing, in which PR has sent corporate formation documents and billed under?
46. Iviewit, Inc. - It is represented in the corporate book that PR received shares of this Company, did they? If so, provide details. How many Companies was PR issued shares of stock in?
47. Have you ever used the Iviewit technology or introduced it to any other person or entity for the licensing or use of the technology? If so, please provide all details relating to Non Disclosure Agreements and describe the outcome of the meetings and if to the best of your belief any entity is currently using any form of the Iviewit technologies.
48. Provide all details relating to all meetings and correspondences with Huizenga Holdings/Investech and describe your relationship both past and present with any member of the Huizenga group. Describe the nature of each meeting you attended with the Huizenga organization, who was present and what the outcome was.
 - a. Did you ever ask Eliot Bernstein to remove his father from the board of Directors due to a meeting at Huizenga Holdings? Provide all information regarding this conversation, who was present on the call and what rationale was there in asking Eliot Bernstein to terminate his fathers involvement in Iviewit?
49. Are you aware of patent disclosure meetings held at your Boca Raton offices with Eliot Bernstein, Zakirul Shirajee, and Jude Rosario? Who was involved in such meetings you scheduled, from your New York patent offices, Boca Offices or any other person involved at any disclosure meetings? Are you in possession of taped meetings held regarding video patent disclosures that were given to Gloria Berfeld your secretary for deposit into the PR safe? You represented in your deposition that you maintained such preliminary patent documents and inventor materials at your offices for safekeeping, what are the exact contents that are or were contained in the safe?
50. A problem the Company is grappling with to answer to its shareholders is where all this original patent disclosure material in your safe have gone? The Company, nor its succeeding counsel, have ever found these materials from you, your firm, Kenneth Rubenstein & Raymond Joao. Provide a detailed accounting for any patent documents maintained by Porksauer Rose LLP at any offices and detail and provide records for the transfer of any related patent portfolios. Provide names of any PR partners, associates or employees who have ever received any patent related documents of Iviewit and where the contents are.
51. Did you ever transfer patent documents to anyone? Provide details and any correspondences that took place leading to such transfers. Provide disclosure documents signed or any other correspondences that accompanied the transfers.
 - a. Did you transfer all such patent and other proprietary documents to REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)/INTEL for review by their counsel? Provide all details of this transfer including any mail receipts or other correspondences regarding the transfer. Who was counsel for



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- Iviewit in negotiations with REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN), patent and corporate counsel?
- b. See [EXHIBIT \("E"\) Rubenstein Patent Transfer](#) - whereby you are transferring the entire patent portfolio to Mr. Rubenstein, who claims under deposition that he does not know the Company or its affiliates, does not know of the technologies or inventors, and what was the reason Mr. Rubenstein was receiving such documents?
 - c. Describe any potential conflicts you see with Mr. Rubenstein whose patent pools PR now oversees as clients? Could these patent pools be one of the main benefactors of Iviewit video scaling technologies and imaging processes? Why was Rubenstein receiving the Company patents if he was not the Company's counsel ever, as you and he maintain under deposition and to respective State Bar Associations? Was a "China Wall" built around Mr. Rubenstein and the patent department to protect Iviewit? If so, provide all documentation.
 - d. Describe each and every meeting or call in your billings both paid and unpaid, in which Mr. Rubenstein is involved in any way, who may also have been present? Further, why is Rubenstein the only PR partner to work for free on the Iviewit accounts out of approximately twenty partners? Although Rubenstein is mentioned throughout a several year period talking to inventors, investors, and clients on Iviewit's behalf why would he not bill for services?
 - e. Describe why in the PR lawsuit filed against the Company by PR, PR wrote to the judge in the case that Kenneth Rubenstein had nothing to do with Iviewit and therefore was being "harassed" in being asked to take his deposition? Did Mr. Rubenstein in this case further admit to having had conversations and other correspondences far in excess of a mere referral regarding Iviewit? Did Mr. Rubenstein further suggest under deposition that he did have contact with Iviewit employees and others?
 - f. Why do you state to the Florida Bar that Iviewit was a "failed dot com" and not expose the fact that Iviewit has core patent pending technologies?
 - g. Have you or the firm ever contributed to the Florida Bar? Do you or the firm have any personal or professional relationship with anyone at the Florida Bar, if so please provide all details.
52. What, if any, is your relationship with Judge Jorge Labarga? Have you or PR ever contributed funds or any remuneration to Jorge Labarga?
53. It is your representation in your deposition that you became aware of new technology in video, prior undisclosed to you, after a meeting you scheduled with REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)/INTEL with a number of top technologist, is this true? Was the patent counsel you scheduled to be at the meeting present (Kenneth Rubenstein and Raymond Joao) to represent Iviewit under disclosure with REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)/INTEL engineers and patent experts? Did Iviewit and its



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representatives, you included, try contacting Rubenstein and Joao for several hours as you drove to Orlando from Boca Raton for the disclosure meeting?

- a. When you arrived at REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) without your scheduled patent attorneys present was the Company concerned about risks of disclosure of certain inventions without patent counsel confirming that all the inventions were patented? Was there concern that patents had not been filed by Kenneth Rubenstein and Raymond Joao? Did you claim that you were certain all inventions were covered with patent application, even though when the Company requested the three patents that should have been filed months earlier they received only one? Did you state that all inventions were covered and we need not worry about disclosure in the meeting even if the patents had not been filed? Did Simon Bernstein, Gerald Lewin and other members of the Iviewit team feel uncomfortable disclosing any inventions we had not yet received confirmation were filed by your patent attorneys?
- b. Several hours throughout the disclosure of the imaging technology with REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) engineers, did Iviewit not take several sidebars to try to contact our missing patent counsel (Kenneth Rubenstein and Raymond Joao) to confirm that all three patents had indeed been filed as the Company had been represented for months? Further, without such confirmation was the technology disclosure for the video and combined video/imaging invention never disclosed at this meeting in which you had set up to disclose such inventions? In what role did you play at this meeting and how were you making representations regarding the patents and inventions as counsel for the Company in your real-state role for PR?
- c. When Raymond Joao and Kenneth Rubenstein were found after the meeting by you, did you inform the Iviewit group that they had not filed such patents as was represented to the Company for months prior? Explain what you did in response to such news and was it not Mr. Rubenstein's opinion that since the United States was first to invent that there was no need to worry or have worried about disclosing without filed patents?
- d. Are you aware of any uses or patents applied for in competition to Iviewit by REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) or any of its successors? When was the last time you spoke to Gerald Stanley and/or any other REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) employee?
- e. Have you ever spoken to Larry Palley who took over REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) when Intel acquired them?
- f. Were you or your firm involved in any way with the sale of REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) to Intel?



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54. Did you arrange to have the inventors, Bernstein, Shirajee and Rosario meet at your offices the following week after the REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) meeting? Was this meeting with New York counsel Rubenstein and Joao to again disclose what had months earlier already been disclosed regarding the video inventions? Was this meeting arranged to file the two remaining unpatented inventions that your firm had failed to file with Mr. Joao and Rubenstein? Had you already transferred highly proprietary information regarding these inventions to REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)?
55. List every attendee from both Iviewit and its outside professionals at the REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)/INTEL meeting and did you obtain NDA's for each member of the REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) individuals who attended? Provide all correspondences and any other information, including the NDA's for all contacts with REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN).
56. Had you ever seen or had knowledge before the REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) meeting that video technologies had been invented by inventors Shirajee, Bernstein and Rosario? Had you ever seen videos created for an Iviewit business plan with management and outside professionals speaking about their involvement with Iviewit? Did you ever stream or download Iviewit videos from their website?
57. Were video technologies of Iviewit ever displayed at the REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) meeting although patents were not yet secured by your patent counsel?
58. Did video disclosures continue with REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) after the disclosure meeting set up by you at your offices?
59. Were video technologies of Iviewit ever displayed at any meeting held at your offices, although patents were not yet secured by your patent counsel? Where the processes unprotected at any point while it was represented by patent counsel and yourself as having been filed?
 - a. Provide the exact date that PR patent department began and its evolution into controlling the MPEGLA, DVD and other patent pools that have direct correlation to the inventions of Bernstein, Rosario, Shirajee and Friedstein. Provide as much evidentiary correspondences and verification to any claims made concerning the initial billings with any of these organizations. Were these patent pools prior managed through MLGS and how did PR acquire the account?
 - b. Did you ever mention or relate to anyone concerning Iviewit the affiliation of Kenneth Rubenstein to the patent pools your firm now oversees or that he oversees individually?
 - c. Did you ever mention or relate to anyone potential royalties that would result from the payout of licensing monies to Iviewit shareholders from patent pools which Rubenstein oversees and singularly controls the decision of what patents will be included in such pools?



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60. What role does Mr. Rubenstein play in the patent pools he oversees? How is income of any form derived by these pools for PR and any affiliates, subsidiaries or other entities in any way related to PR and its partners, associates, or employees?
61. Describe how the Iviewit video scaling mechanisms and zoom imaging technologies in your limited technological knowledge, as you claim to have under deposition, may have application in any patent pool that utilizes images or videos? How may REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) and other clients or entities you referred Iviewit too use the Iviewit technologies, as you know them?
62. List every NDA maintained by your offices and provide date obtained, the Iviewit entity signing, who signed for Iviewit, person signing for the other party and any entity listed for the signing party.
63. List every business plan you have ever possessed for Iviewit and provide accurate accounting for each recipient PR sent a copy of such plan too under your direction. Provide all mailing or transmission receipts.
 - a. Did you ever review business plans as the one in [EXHIBIT \("B"\) - Wachovia Private Placement Memorandum](#) sent to Crossbow - whereby Brian Utley sends such Wachovia Private Placement Memorandum to the largest investor in the Company for due-diligence, whereby Kenneth Rubenstein is listed as "patent counsel" for Iviewit? Provide all copies of the Wachovia Business plan that you authored or billed for review.
64. Was it not your sworn deposition testimony and statements to the Florida Bar and 15th Circuit Civil Court that PR did no patent work whatsoever for Iviewit? How does patent work differ from Trademark & Copyright and why would PR have separated these two items that are normally handled together? Is the PR patent department separate from the Trademark & Copyright department?
 - a. List every partner in the patent department and state when they were hired and where they worked before PR. Provide the same for the Trademark and Copyright department.
 - b. In reference to [EXHIBIT \("A"\)](#), please describe the opinion work done by PR for this opinion? Was this opinion letter written because Hassan Miah's (former CEO of Xing later sold to Real Networks and founder of the Intel/CAA multimedia lab) attorney Richard Rosman, Esq. had asked to email Rubenstein to get his opinion and Rosman who had brought in representative founders from Earthlink (Sky Dayton & Kevin O'Donnell) for investment review alongside Miah wanted a written opinion from Kenneth Rubenstein?
 - c. As author of such astounding opinion for the Iviewit technology, provide all such billing records for all patent attorneys for PR who researched and reviewed the technology to make such claims, what materials they had reviewed as this opinion comes directly in response to Miah's request for Rubenstein, our patent counsels to opine.
 - d. As a real-estate attorney, are you licensed or registered with the United States Patent and Trademark Office to opine on patent opinions for your firms clients



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- or would you need to write such opinion after review with PR's patent counsel?
- e. How many and to whom were copies of this opinion sent by your offices and provide accurate reporting of all transmissions of any form.
 - f. Why did PR real estate department issue a technology opinion? Why did patent counsel not author the letter since it is a legal opinion that typically requires a registered patent attorney to make opinion on? Further, Kenneth Rubenstein was asked to opine from the patent department why did you represent his opinions? Did you have any conversations with Rubenstein regarding the opinion?
 - g. What does the term "novel" mean to you, in your limited technical and patent expertise? How does this term apply to your real-estate practice?
 - h. Is it within your scope of law to render legal opinion on patents, as you mention no other names in the opinion other than PR's patent counsel? How many technology patent applications and inventions have you opined for in your career as a real estate attorney? Provide copies of all past letters.
65. Was the Iviewit D&O policy ever directed to your offices instead of Iviewit? Provide all D&O policies that PR helped Iviewit prepare for or filed with Iviewit? Why was PR office listed on the policy for sending information to? Provide all copies of D&O or any other coverage Iviewit had during the periods 1998-2004.
66. Provide a list of all policies covering PR for errors and omissions, liability coverage, malpractice coverage, coverage for its partners who maintain board positions and any other policy that may afford Iviewit shareholders relief for damages from the time period of 1998-2004. Provide policies for every carrier and benefits covered for all PR policies during this period.
- a. If your offices received communications directly from the D&O carrier or sent communications directly to the carrier, provide copies of all correspondences? Did your firm aid in the selection of the D&O coverage for Iviewit and all of its companies? It appears from letters sent by management to the carrier that your offices on 8/2001 were receiving all correspondences on the policy, this is several months after your suit against Iviewit, explain how Iviewit was not in possession of this information and PR was? See [EXHIBIT \("F"\)](#) whereby it appears that the Company has no possession of any of the D&O policies or knowledge of such policies as they are diverted and maintained by your offices.
 - b. Considering that the claims being alleged by the Company's acting management and shareholders and are of a serious nature with both civil and criminal remedies if they prove true, provide details of how the D&O policy that you aided in the purchase of and controlled would offer benefits to the shareholders of Iviewit.
 - c. Describe in detail all changes made to any D&O policies, when such changes were made and who so authorized them.



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

67. Explain why Donald G. Kane is distraught over the transfer of funds into Iviewit with an investor group (led by Tiedemann/Prolow) that you brought to the Company and had months of billings for transactional work in closing?
- a. At your deposition you stated you were unsure of the number of investors involved in the Prolow transaction and the amount of the transaction and now that you have had time to review your notes and closing documents provide complete detail and documents which according to [EXHIBIT \("G"\) – Kane Letter Regarding Improper Transfer of Loan Funds](#) - you transacted Iviewit securities for without proper approval? Were the documents completed before wire transfer of the monies? Who signed the documents and who approved them?
 - b. Did Mr. Kane and other board members ask you to attend subsequent board meetings to explain the transfer and potential liabilities to the board and shareholders caused by this transaction?
 - c. Did you ever attend subsequent board meetings to explain the liabilities that this transaction with your referred friend Bruce Prolow which may have put the Officers & Directors in a situation of exposure to liability?
 - d. Were you asked by Eliot Bernstein, Donald Kane and other members of the board to explain the Prolow transaction and provide the signed documents? Did you ever do so?
 - e. Who is Donald Kane? When did you first have contact with him, where was he employed? Further, provide all communiqués or meetings you had with him.
 - f. How did you address or remedy Mr. Kane's concerns regarding the improper transfer of loan monies, as counsel for Iviewit at the time, and why is Mr. Kane very uncertain about what he is "hearing about management", referring to Mr. Utley who is a referral of yours with a questionable background, in this letter?
 - g. Who is Alan Epstein, Esq., when did you meet him? Describe all meetings and provide all communications you had with Mr. Epstein. Was Mr. Epstein ever in the PR offices for displays of Iviewit technologies on Proskauer Rose secured servers? Who attended these meetings?
68. Did you arrange for technology disclosures in your offices for members of the Huizenga Holdings organization or any affiliates? Did you secure NDA's for everyone personally in these meetings? If so, provide all information regarding such meetings.
69. Almost a year after the Prolow loan was in place, P. Stephen Lamont met with Mr. Prolow who at that time claimed not to have a signed note for his loan, and requested another to be provided by the Company. Why did Prolow not have a signed note and nor was one contained in either the corporate records or the records PR turned over to Iviewit by court order?



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

70. In a recent discussion with Donald Kane or his attorney, you represented that you maintained all the incorporation records for all Iviewit entities and all board notes and other items, have you turned all this information over as requested in the Court order?
71. Months after the court ordered production request had been purported done, you found more documents in your possession in your private office
72. Describe the contents of all documents found in your offices not turned over during the court ordered time period and what each document was doing hidden away in your private office?
 - a. Did you turn over the patent files and tapes and other original disclosures meetings that you testify under deposition you keep in your private personal safe in your office?
 - b. Is it common practice for the real-estate department and its attorneys, to maintain highly confidential original patent disclosures and other original patent drafts, etc. in their private safe in their offices?
 - c. Why were documents stored in your offices? In your deposition you state that Eliot Bernstein wanted you to maintain them at your offices in your safekeeping, explain the circumstances and why you accepted such responsibility.
 - d. Are you aware of any break and entry reports by Eliot & Candice Bernstein to the Boca Raton Police department? If so, provide dates of each occurrence and were you investigating such issues for Iviewit and attempting to protect the Intellectual Property maintained at the Bernstein's home? Was this the reason you maintained patent materials in your offices?
 - e. When Raymond Joao sent the patents to Eliot Bernstein's home and Eliot Bernstein called you to tell you that the package had been unsealed prior to delivery and that only one of the three patents in the package sent by Joao had arrived, did you ask Bernstein to seal the package in plastic with all contents including the patent filing for fingerprinting that you would have done? Did Bernstein deliver this material in such condition to your offices? Where are the contents of this package and what were the results of your investigation?
 - i. When it was discovered that only one patent was sent, is this what led to failure to disclose further inventions to clients such as REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN) in the following days while we waited to hear back from counsel that they had filed all three patents?
 - ii. Did you disclose that the three patents had not been filed for the Company before or after the disclosure meeting you scheduled and attended at REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)?
 - iii. Was it represented that the one patent covered all three inventions?
 - iv. Did you represent that after talking to counsel; the Company should immediately file separate and distinct patents to clearly delineate the inventions?



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

- v. Did you immediately arrange for inventors to meet at your offices after the REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)? Did Gloria Berfeld, your personal assistant receive taped invention disclosure and where was it kept? Do you maintain possession of such taped disclosure?
 - vi. Your offices sent disclosure documents to patent attorneys regarding such taped meeting, who took notes to transcribe the tapes and do they accurately reflect the information disclosed? Whom did you transfer such documents too?
73. Did you provide all of Iviewit files to Sir Speedy printing to comply with the Court order in the billing case? Did you receive Non-Disclosures from Sir Speedy before transferring such files? Provide all such documentation.
74. Why are patents assigned to Iviewit LLC? Why are patents assigned to Iviewit Holdings, Inc., which then changes its name to Iviewit Technologies, Inc.? Why were all the patents not assigned to the same company? Why are some patents not assigned at all, describe the risk to shareholders?
75. You attended meetings with Foley & Lardner and Iviewit board members where it was discovered that assignments were not completed and that inventors were missing, what did you do to protect shareholders from the possible fraud that was brought up because full ownership in the patents was not achieved because of the flaws?
- a. In these meetings you opine on the work of Raymond Joao and attempt to explain why his patents are lacking in content, provide a complete explanation of why you were opining on patent counsels work? Did you consult with Kenneth Rubenstein regarding the problems created by he and Joao?
76. Simon Bernstein repeatedly requested an opinion of what would happen to the patents in your corporate structure in the event of a bankruptcy. Did you ever provide an opinion?
77. Regarding the Prolow transaction, why did you structure a warrant attached to the loan note which could trigger the Crossbow anti-dilution clauses further diluting other Iviewit shareholders? Did you inform anyone of this? Provide all details and records.
78. In the PR v. Iviewit billing case, you were presented with a counterclaim that did not get admitted to the case, did you report this potential liability to your insurance carrier at the time?
79. Did you notify your insurance carrier of the 4/21/04 Shareholder Communication sent to you?
80. Why did PR suggest New York attorney Raymond Joao for Iviewit instead of local counsel?
81. Provide all your phone records for any Iviewit related matters.
82. Provide copies of all receipts for any expenses incurred by you on behalf of Iviewit.
83. Describe your investigation in the infringement of Iviewit Intellectual Property and violation of NDA's and the outcome for each of the following companies:



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

- a. BigE/Hoollywood.com/Broadway.com
 - b. Sportsline.com
 - c. Webcasts
 - d. Real 3D
 - e. Intel
 - f. NBA.com
 - g. Ron Asaf
 - h. FAU
 - i. University Of Florida
 - j. Visual Data/HotelView
 - k. RYJO
 - i. Where you aware that RYJO had trademarked and copyrighted and was distributing Iviewit technology under the name Phokus Image Applet viewer.
 - ii. Please describe why your RYJO license agreement had Iviewit licensing technology it had created from RYJO.
 - iii. Were you aware that Real3D subcontracted RYJO, a company you made introductions to? Were you aware that RYJO had made false representation to several Iviewit management personnel and investors regarding his inventing the Iviewit products? Explain the actions your firm took to protect Iviewit while drafting the RYJO agreement. Who drafted such agreement?
84. Do you know any reason why an employee would state that a briefcase of cash was stolen off with by Michael Reale and attribute this money to Bruce Prolow, the investor you introduced the Company to and the investor whereby loan money was transferred without board approval or investor approval? See [EXHIBIT \("H"\) – Frenden statement](#).
85. Provide all depositions and court documents relating to the PR v. Iviewit lawsuit and what the outcome was. Why did you sue Iviewit when you maintained the position to the Florida Bar that Iviewit was a failed .com? What Iviewit companies did you sue and was this ever changed? Provide the billings, paid and unpaid for each of these Company's?
86. Are you aware of any issues that may affect Iviewit in its effort to get its patents, please explain in detail any issues you may recollect or you were asked by the board to investigate?
87. Did you author a stock sale to Alan Shapiro, Ellen DeGeneres, Alan Young, Alanis Morisette or any other of their associates? What was the nature of the sale and how much stock was originally transferred?
- a. Where there mistakes in this transaction?
 - b. Who made you aware of any mistakes if any existed?
 - c. Who drafted the legal documents regarding this sale?
 - d. Did you retain records of the original transaction and any corrective transactions? If no, whom did you transfer such documents to?



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

- e. Describe all conversations regarding these transactions you had with Mr. Alan Epstein and Maurice Buchsbaum.
88. Did PR sue any Company's that held patent interests, if so list which Company's?
89. Explain all immigration charges in your billing and why Iviewit needed immigration counsel.
 - a. Did you represent to Iviewit that foreigners could not be listed on inventions as inventors?
90. Who was the computer management member of your Boca firm when you met Iviewit? Is he still a member of Proskauer? If not, do you know his next employment?
91. How often did you meet with Brian Utley while he was employed at Iviewit? How often have you met with Mr. Utley since?
92. Are you aware of Mr. Utley's employment history since departing Iviewit? If so, provide all information regarding his positions. To the best of your knowledge would any of Utley's jobs post Iviewit be in conflict with his non-complete and employment contract you wrote?
93. Do you know, or know of, an attorney Stephen Filipek, hired by Huizenga to review the patents? What were the results of such review? Did you aid in setting up any meetings between Iviewit, PR patent counsel and Filipek?
94. Do you know William Kasser? Describe your relationship both professionally and corporately. When did you first meet Mr. Kasser and when was the last time you spoke to Mr. Kasser and the nature of the conversations?
95. Who authorized the Ilearnit/Imedia/Internet Train acquisition and all work on these projects and were these board approved Companies? Was any intellectual property being transferred to any distance learning company you intended Iviewit to merge with?
 - a. What work was billed on behalf of Mr. Utley's and your distance learning incentives, please go line by line through all charges relating to such?
96. Describe your relationship with Carl Tiedemann?
97. Who did you introduce Iviewit to from FAU? Do you maintain NDA's for each? Are you aware of any infringement of Iviewit processes by FAU?
98. Are you aware of conversations with Mr. Rubenstein where he represented Iviewit technology as novel?
99. Are you aware of any meetings with inventors by Rubenstein? Provide all details, notes or any other correspondences.
100. Did you and Rubenstein ever review the Iviewit website? Was there a confidentiality agreement on the site and was there a password?
101. You claim to have stock in Iviewit Holdings, Inc. provide all details and copies of all issued shares.
102. Did Mr. Rubenstein in anyway whatsoever make representation to Crossbow regarding Iviewit technology that you are aware of, to induce an investment for Iviewit?



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

- a. Did you ever represent to potential investors or clients that Mr. Rubenstein had favorable review of the Iviewit patents?
103. What representations did you make to your friends Mr. Huizenga and Crossbow Ventures to induce them to make investments in Iviewit?
 - a. When would you say you 1st introduced these parties to Iviewit?
 - b. Did you make representation to Mr. Huizenga to convert debt to equity? If so, when?
 - c. Describe the Huizenga transactions in detail. Was there ever a check issued in error to a sub chapter S corp? Did this violate the sub chapter S status?
 - d. Explain each of the Huizenga stock transfers and provide all documents.
104. Did you introduce Iviewit to Ross Miller? Describe your relationship with Miller.
105. Did you provide either Mr. Utley or Diamond Turf with any professional services while Mr. Utley was employed by Diamond Turf?
106. What is your current relationship with Monte Friedkin? Would you describe it as friendly?
107. What is Mr. Friedkin's relationship currently with Mr. Utley?
108. Have you ever been involved in any litigation regarding Royal Palm Country Club? What was your role if any? What was the nature of the lawsuit with Royal Palm?
109. Did you know Mr. Bill Barber? Please describe your relationship personally and professionally. What sort of business is Barber involved with?
110. Are you aware that Brian Utley was encoding and displaying hard-core pornography with teenage Iviewit female employees and others? When you became aware of such events, what did you do?
111. Did you ever tell Eliot Bernstein that his father Simon Bernstein had to resign from the Company in relation to a meeting at Huizenga Holdings were you claimed Simon Bernstein had offended a major Huizenga executive? What were the circumstances of that meeting and the outcome? When did this meeting occur? Who was present?
 - a. Why did you blame the lack of continued funding by Mr. Huizenga on Mr. Simon Bernstein? Was the reason not to fund, further explained to you by representatives of Huizenga, as the results of Mr. Filipeks work and meetings and not because of anything to do with Simon Bernstein?
 - b. When introducing Crossbow to Iviewit, did you disclose the potential patent problems Mr. Filipek had uncovered? Would this be necessary disclosure in your opinion?
112. Are you aware of any problems with IBM that led to Mr. Utley's termination at such company?
113. Have you retained all records pertaining to Iviewit? Are you aware of the destruction of corporate documents or corporate records of any form by any prior Company management, particularly Brian Utley, Michael Reale and Raymond Hersh? Did you participate in any decisions to which documents would be destroyed or altered?



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

114. How many business plans were you aware that contained references to your firm as part of the patent counsel team and in specific to Mr. Rubenstein acting as an advisor to the board?
115. Are you aware of claims that Ray Joao might have missed critical filing dates at a time when you were introducing Iviewit to Proskauer clients under the assumption that such filings had been completed? What is your understanding of the risk this might have exposed Iviewit too?
116. Did Mr Joao fully disclose to you and the board that he was an inventor and what his inventions were? Did you notify the board and the investors?
 - a. Where any COI's signed to protect Iviewtt from its patent attorney that you and Rubenstein recommended?
117. Did Mr. Eliot Bernstien at first want to place these technologies in a charitable organization? If so, what were his reasons and what was your rationale from dissuading him to take such course for the technologies?
118. Describe what Eliot Bernstein told you was the impetus for the inventions, did he ever mention that the inventions initially came in dreams? Did he ever tell you that the inventions were gifts from G-D to help children? If so, explain what Bernstein meant by this.
119. Why did you have the Iviewit patents assigned to a Company instead of owned by the inventors and then licensed to any such corporate or charitable entity?
120. Did you confer with patent counsel regarding your corporate structure? If so whom and when? Please point this out in the billings. What were the conclusions reached? Did you address the consequences of BK? Did you consult with Ray Joao and Ken Rubenstein regarding such and if so provide all notes and other correspondences for each of the corporations you set up?
121. Do you own or have you ever owned a NIKKON 990 camera?
 - a. If yes, how and when was it purchased?
 - b. Are you aware that this camera has technology that may have been invented by Iviewit?
 - c. Are you aware of any relationship between Real3D and NIKKON, Kodak or other camera manufacturers?
 - d. In your deposition you claim that you do not know about camera technology and Iviewit technology being merged together, were you aware that Brian Utley has a patent application for "Zoom and Pan Imaging on a Digital Camera"? If not, why would you not know about Iviewit patent applications?
 - e. Are you aware of a meeting at Crossbow Ventures at which Mr. Utley claimed that the NIKKON 990 utilized Iviewit technologies?
 - f. Are you aware of a similar camera purchased by Mr. Utley?
 - g. Do you now or have you ever owned adjoining property with Mr. Utley in any state? Did you purchase this land together at the same time? What was the date of purchase? Provide all details of this transaction and the location.



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

122. Do you, or any family member of yours now or ever owned stocks in any companies that may be infringing upon Iviewit technologies? If yes, please list in detail each one?
123. Are you aware of a Company Zeosync? Do you have any involvement with the Company or any of its principles?
124. Provide all details of the Crossbow audit that was requested by Mr. Hank Powell after he found that Iviewit was seriously delinquent in providing financial information for its loans and other investments to Crossbow. What findings were uncovered during the audit? Were you responsible for providing the information given for such audit?
- Up to the point of such audit, had Iviewit complied with all requests for information from Crossbow/Alpine ventures, especially in regards to all loan transactions?
125. Are you aware of an audit by Arthur Andersen? What was the outcome? Are you aware that there were accusations of Erika Lewin misleading auditors? Why did Arthur Andersen cease auditing and terminate Iviewit almost a year into the audit? Are you aware that Arthur Andersen after almost a year, was unable to establish a link between ownership of Iviewit Technologies, Inc. and Iviewit Holdings, Inc.? What problems could this lack of ownership in a company that held patents caused the Iviewit shareholders? Provide all correspondences for this audit.
126. Are you aware of the termination of an employee Mr. James Armstrong?
- Were you commissioned by the Company to settle matters with Mr. Armstrong's attorney concerning his loan and other matters? Describe what you did to settle this matter and the outcome?
127. Are you aware of an effort to market Iviewit technologies to all of your clients with the aid of your partners? What was the result of this marketing effort? What royalties have any Proskauer clients paid Iviewit that you had sign NDA's for? See [EXHIBIT \("I"\)](#).
128. What companies/institutions are you currently on the board of or act as an advisor to the board?
129. Did you recommend to the board that Mitch Rubenstein of Hollywood.com not be elected to the board of directors because of information you had relating to problems with nature of his character?
- Who were your recommendations to replace Mr. Rubenstein as a candidate?
 - What were the reasons that made his character questionable?
 - Was Mitch Rubenstein or his companies ever a client of Proskauer Rose? If yes, are they still? If no, why?
130. Are you aware of flaws found in patent applications with regard to the math and other errors filed by Utley and Foley & Lardner in relation to the Iviewit technologies?
- If so, when did you become aware of flaws? What did you do to protect the shareholders once these critical flaws were exposed to you?



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

- b. Again as self proclaimed overseers of the patents, what was your and Mr. Rubenstein's involvement in resolving claims of bad math by Mr. Utley and F&L, wrongly named inventors, missing information conveyed to counsel but not filed, changed patent titles, and accusations that Mt. Utley may have been filing patents under his own name?
131. What actions did you take to protect your client Iviewit when you were informed that Mr. Joao was filing patents similar in nature to Iviewit concepts? Did you hold an investigation? Were you commissioned by several board members with investigating such claims? What was the outcome?
132. Comment on the ratio and amount of work billed for "corporate work" in relation to the patent and copyright portion of the bill and what corporate strategy did this proportion relate to for an IP company? You billed approximately \$800,000 for corporate general work and had patent counsel bill for only approximately \$150,000, how did the corporate structure demand more money than the patents?
133. After recent conversations with Donald Kane who spoke to Simon Bernstein, Mr. Bernstein claimed that you had claimed that putting patents into Brian Utley's name was for administrative purposes. How does lying on an oath and declaration of invention to the patent office act to better the administration of the patent?
134. Did you introduce Iviewit to Maurice Buchsbaum? Describe your relationship with him.
135. Did you introduce Iviewit to Hank Powell? Describe your relationship with him.
136. Did you introduce Iviewit to Raymond Hersh? Describe your relationship with him.
137. Did you introduce Iviewit to Crossbow Ventures?
 - a. Please describe your personal and professional relationships with anyone at Crossbow Ventures?
 - b. Are you aware of any patent counsel for Crossbow Ventures reviewing the Iviewit patents prior to making investment in the Company? If yes, did you arrange such meetings and whom did they meet with?
 - c. When was the last time you spoke to any member of Crossbow?
138. How many board meetings did you attend as counsel and as an advisory board member? Provide all board notes and records you authored, maintained and distributed by any member of your firm. Likewise, provide same for any board correspondences sent to you by anyone including Brian Utley or any other board member. Provide dates and times and include billings from both paid and unpaid invoices for any Iviewit or related company.
139. Where meetings held at your offices between 1998 and May of 1999. If so, provide a list of all meetings held at your offices for such meetings? In the attached [EXHIBIT \("J"\)](#) Gloria Berfeld drafted a sheet showing all meetings held at your offices, can you explain the gap from 12/98-5/99?
140. Since meeting the Bernstein's until corporate offices were found, were all board meetings held at your offices with your staff maintaining notes and records? If so, please provide all such documents and notes and who attended the meetings to record such notes.



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

141. Describe your relationship or your firms with the following individuals at Boca Research or its board of Directors and what conversations or meetings you had with them regarding Iviewit and the outcome of each and any forms of communications you may have had with them.
 - a. Robert Ferguson
 - b. Gerald Stanley
142. According to your deposition statements, you state that you are unaware of the corporate structure and how many companies you structured and that you would need to reflect on your notes and other materials to know what or why you set up this multitude of Companies. Since such time you have had time to review your notes and records, provide a detailed account of each an every transaction you had an oversight role in corporate formations.
143. Review [EXHIBIT \("B"\) PPM](#) and describe if the role for yourself and the role of Kenneth Rubenstein and the biographies submitted are true and correct to the best of your knowledge? Was a Wachovia PPM sent to you on occasion for review and input, was this copy ever sent to you or PR by anyone, did you bill for services for the Private Placement Memorandum? If so, how many hours were billed and over what period, and how many employees were involved from PR?
144. The following will be a series of questions regarding certain clarifications of the record of your sworn deposition statements. Review the following letter whereby you opine on Iviewit technology to a third party, Hassan Miah, via his counsel Richard Rosman for the purpose of securing investment from Earthlink founders Kevin O'Donnell & Sky Dayton who have sent Miah to review the technologies. Miah knew Kenneth Rubenstein from the MPEG patent pool whereby several of his company Xing's patents where licensed through MPEG. Miah asked to get Ken's opinion and following is what resulted.



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

M M M
NewT, Inc

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June 9, 1999

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Via Facsimile 561-241-7145

Christopher C. Wheeler, Esq
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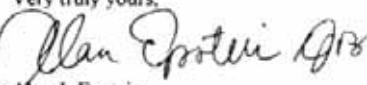
Re: iviewit

Dear Christopher:

I would very much appreciate your sending two Confidentiality Agreements to Mr. Gemal Seede, one addressed individually and one to Netcubator, the company which employs him at address below:

Mr. Gemal Seede
Netcubator
30 W. Green Street
Pasadena, California 91105
Facsimile: 626-449-4395

Please send the Confidentiality Agreements directly to Mr. Seede, with a copy to my attention. Also please include in your cover letter a statement, similar to the one set forth in the Confidentiality Agreement you sent to Richard Rossman on April 26th, regarding Proskauer's general views on the novel and protectible nature of the patents and technology.

Very truly yours,

Alan J. Epstein

AJE:jbn
AJE\LETTERS\WHEELER\LTR



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

LAW OFFICES
ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER

Christopher C. Wheeler, Esq.
June 9, 1999
Page 2

cc: Mr. Eliot Bernstein
Mr. Jeff Freedstein
Michele M. Mulrooney, Esq.
James R. Jackoway, Esq.



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

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June 8, 1999

Via Fax

Mr. Amre Youness
Mr. Ahmed Alfi
Mr. Frank Khulusi
301 North Lake Avenue, Suite 910
Pasadena, CA 91101

Gentlemen:

At the request of Alan Epstein, I am forwarding the enclosed Confidentiality Agreements to you. I would appreciate your signing and returning your Agreement to me.

The patent counsel referred to is Kenneth Rubenstein as he becomes our advisor and patent counsel who made this opinion

We have undertaken representation of iviewit, Inc. ("iviewit") and are helping them coordinate their corporate and intellectual property matters. In that regard, we have reviewed their technology and procured patent counsel for them. We believe the iviewit technology is far superior to anything presently available with which we are familiar. iviewit has filed a provisional patent application on a method for providing enhanced digital images on telecommunications networks. We are advised by patent counsel that the process appears novel and may be protected by the patent laws. While in all matters of this sort, it is far too early to make any final pronouncements. We do believe that there is an extremely good prospect that iviewit will protect their process which is novel and superior to any other format which we have seen.

Sincerely,

Christopher C. Wheeler

CCW/gb

cc: Alan J. Epstein - Via Fax

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IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

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Direct Dial 561.995.4702
cwheeler@proskauer.com

June 8, 1999

Via Fax

Mr. Paul Heeschen
Heeschen & Associates
450 Newport Center Drive, Suite 450
Newport Beach, CA 92660

Dear Mr. Heeschen:

At the request of Alan Epstein, I am forwarding the enclosed Confidentiality Agreement to you. I would appreciate your signing and returning it to me.

We have undertaken representation of iviewit, Inc. ("iviewit") and are helping them coordinate their corporate and intellectual property matters. In that regard, we have reviewed their technology and procured patent counsel for them. We believe the iviewit technology is far superior to anything presently available with which we are familiar. iviewit has filed a provisional patent application on a method for providing enhanced digital images on telecommunications networks. We are advised by patent counsel that the process appears novel and may be protected by the patent laws. While in all matters of this sort, it is far too early to make any final pronouncements. We do believe that there is an extremely good prospect that iviewit will protect their process which is novel and superior to any other format which we have seen.

Sincerely,

Christopher C. Wheeler

CCW/gb

cc: Alan J. Epstein - Via Fax

0894/40017-001 BRLIB1/232130 v1

06/08/99 04:51 PM (2743)



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of Iviewit, Inc. (together with its direct and indirect subsidiaries and affiliates, the "Company"), Simon L. Bernstein, Elliot I. Bernstein, or any officer, director, employee, agent or representative of the Company to the undersigned, or to which the undersigned otherwise gains access to, shall be subject to the terms and conditions of this Agreement. "Proprietary Information" means all materials and information (regardless of the form of such information, including without limitation, in writing, electronic, computerized or other recorded form, oral or visual) that the undersigned may receive or learn of now or in the future concerning, or related in any way to, the Company or its business, including without limitation: (i) the contents of any Business Plan, projections or financial or credit information or data relating to the Company; (ii) the contents of any manuals or written materials of the Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between the Company and third parties; (v) any data or database, or other information compiled or developed by the Company; (vi) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vii) any information of a type described above derived or obtained from the internet or any website of the Company, including without limitation, the file structure relating to such website or the content of such website. Notwithstanding the foregoing, the term "Proprietary Information" does not include information which (i) is already known to the undersigned or in the undersigned's possession (other than that which was furnished to the undersigned by or on behalf of the Company prior to the date of this Agreement), (ii) is or becomes generally available to the public other than as a result of a disclosure by the undersigned, or (iii) becomes available to the undersigned on a non-confidential basis from a source other than the Company or its representatives, provided that such source is not known, after inquiry, to be bound by a confidentiality agreement with, or other obligation of secrecy to, the Company.

The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Simon L. Bernstein or Eliot Bernstein; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's advisors who have a need to know such Information for the sole purpose of assisting the undersigned in evaluating such Information; provided that the undersigned shall be liable for any breach of confidentiality or use by such advisors) without the prior written consent of Simon L. Bernstein or Eliot Bernstein; and (d) not to reproduce, fax, distribute, store, reverse engineer or copy any Proprietary Information in any form without the prior written consent of Simon L. Bernstein or Eliot Bernstein. The undersigned understands that all Proprietary Information is confidential and that all rights, title and interest in the Proprietary Information is and shall remain the exclusive property of the Company, and no license or other rights are being granted to the undersigned by the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including injunction, in the event of any breach of this Confidentiality Agreement, that the granting of such relief will not be opposed and that such relief shall not be the exclusive remedy for such breach. Furthermore, the undersigned agrees to defend and hold harmless the Company from any loss, cost, expense (including attorney's fees and litigation expenses), claim, liability, or damage arising from or related to a breach of this Confidentiality Agreement.

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05/28/99 08:49 PM (2743)



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001 241 3200 10 009444d1 001#13 P.05/05

The undersigned has executed this Confidentiality Agreement as of the date set forth below.

iviewit, Inc.
Attention: Eliot I. Bernstein
500 S.E. Mizner Boulevard, Suite 102
Boca Raton, Florida 33432-6080
800.519.0234

IF AN INDIVIDUAL:

(Signature)

(Name - please print)

IF A COMPANY:

(Name of Company)

By: _____
(Signature)

(Name - please print)

Date: _____

0094/40017-001 BR101/227061 v3

05/28/99 06:49 PM (2743)

145. Describe the statement below in relation to the letter you billed for and authored in EXHIBIT ("A") an opinion letter written on PR stationary and signed by you in your capacity as real-state attorney and are you aware of any liabilities that writing such a letter being a non-registered agent of the United States Patent & Trademark



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Office could cause your firm. Would you safely say that your liability carrier covers you for patent opinions of this nature?

Q. Do you do any intellectual properties work?

A. No.

Q. Do you do any work advising clients with regard to patents or patent rights?

A. No. Only directing them to the -- When they come in, when our corporate clients come in, we direct them to the proper people.

and further in your deposition you also claim



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1 A. Right.

2 Q. And then it goes conference as to opinion
3 and bridge loan. What sort of opinion, if you can
4 recall, were you referencing in that entry?

5 A. Well, on some of the matters they needed
6 opinions for the - from the firm on some of the loans.
7 For instance, if you go up and look at 12/08, Rocky
8 was dealing with that issue, so obviously we had - we
9 had a conference about it.

10 Q. It doesn't - I guess it says conference.
11 Then it says review - next entry - review of
12 additional correspondence re: opinion. It was an
13 opinion with regard to - I would ask you what the
14 contents of the opinion were, if you knew, if you can
15 recall.

16 A. No, but I - once again, I cannot recall,
17 but I think you can tell by the surrounding entries
18 what was involved and who was working on it, because
19 they were reporting to me.

20 Q. And would that opinion have included any
21 kind of representation with regard to the intellectual
22 properties or the assets held by iviewit?

23 A. I doubt it, because if you look at the
24 surrounding entries it says opinion letter provision
25 on outstanding shares. Those types are drafts.

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1 Company Certificate as Exhibit to opinion, et cetera,
2 et cetera. There were more - I would imagine they
3 were corporate matters. We wouldn't have opined - we
4 never opined to the intellectual property.

5 Q. And then on the next page, 12/13/2000, it
6 says review opinion on iviewit closing? Towards the
7 bottom. Do you have any recollection of what that
8 entry is involving?

9 A. Well, this was obviously related to with
10 Mr. Bell. So it was additional financing. Mr. Bell
11 was - was representing Alpine.

12 Q. It says, dealing with the closing with
13 Alpine?

14 A. Must be dealing with additional money from
15 Alpine. Or - or it could be a combination thereof,
16 because on the next page there is discussion of Prolow
17 and financing. So some of the parties investing money
18 needed opinions from us. They would be opinions on
19 the corporate status.

20 Q. So they would just be an opinion letter
21 saying the corporation was in good standing. Is that
22 what you're saying?

23 A. I don't think so. They would probably be
24 more advanced than that. But they would be related to
25 the corporate standing, outstanding shares, that sort

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146. In this next letter you author for all of your partners, describe how this document is also not an opinion of sorts, since its sole purpose is to proliferate the technologies to all of your clients.



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Dear Colleagues,

As a firm, we are in a unique position to impact the effectiveness of the Internet and to profit from the same. The firm of iviewit.com, Inc. is one of my clients and Proskauer, Rose, LLP. is a 2.5% shareholder. I have worked closely with iviewit, for the past 18 months, establishing and fine-tuning their corporate structure. My objective with this letter is to introduce you to this forward-thinking company and to ask for your support and assistance.

The Internet is quickly evolving from a text-based medium that users have been forced to read, into a multimedia platform that users can begin to *experience*. The importance that this evolution has to e-commerce has been likened to the impact felt by television when it was embraced as a marketing and communications tool. iviewit's intellectual property positions them as a leader in the streaming video, streaming audio and virtual imaging online markets. Their technologies have broad ranging applications for many different industries including: entertainment, auctions, education, healthcare and retail.

Because of the extensive applicability of iviewit's products, the vast majority of Proskauer's client relationships represent potential clients for iviewit. Please join me as I endeavor to introduce my clients to iviewit and, in the process, help those clients to gain a competitive advantage through the utilization of iviewit's technologies. Please contact me with any opportunities that you identify and I will arrange an introduction to a member of iviewit's management team. I have enclosed a descriptive flyer from iviewit and a multimedia CD-ROM that will serve as an introduction to iviewit. Additional information can be found at their website, www.iviewit.com.

Thank you for your time and attention. I look forward to working together to help this valued client and to further enhance the value of our equity position in iviewit.

Sincerely,

Christopher C. Wheeler

Outgoing mail is certified Virus Free.

Checked by AVG anti-virus system (<http://www.grisoft.com>).

Version: 6.0.459 / Virus Database: 258 - Release Date: 2/25/2003



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

Page 1 of 2

From: Eliot I Bernstein [iviewit@bellsouth.net]
Sent: Friday, March 07, 2003 12:13 PM
To: P. Stephen Lamont (E-mail); Marc R. Garber (E-mail); Caroline Prochotska Rogers (E-mail); James F. Armstrong (E-mail)
Subject: FW: iviewit

Importance: High

This is why we switched from licensing to operations. The revenues Wheeler and Utley were going to make assured us success in the encoding business. To date, I do not think they gave us one account. IBM was constantly mentioned and Utley said it was imminent with his Premier Consulting contract. Wheeler's client list was the who's who and he was signing NDA's with many current users and we were never getting royalties.

-----Original Message-----

From: James F. Armstrong [mailto:jarmstrong1@home.com]
Sent: Saturday, July 22, 2000 11:08 AM
To: Christopher C. Wheeler (E-mail)
Subject: iviewit
Importance: High



Dear Chris,

I will be back in Boca on Tuesday, Wednesday and Thursday of next week (7/25-7/27). As we discussed, I have prepared a draft of the letter that you agreed to send to your partners, a one page flyer describing our services, and prepared copies of the CD-Rom for your distribution. Finally, I've also reviewed your client list and made note of some of the most promising relationships.

Are you available for a brief meeting on Wednesday to review these items and to establish goals for this initiative? If Wednesday is not convenient, I do have available time on both Tuesday and Thursday. Please call me on Monday or respond via email.

Thanks for your help!
Sincerely,

-Jim

James F. Armstrong
VP Sales & Marketing
iviewit.com, LLC.
Cell: 561-866-2042
Email: jim@iviewit.com

Northeast Offices
126 Buttonwood Drive
Fair Haven, NJ 07704
Voice: 732-747-1448
Fax: 732-747-5569

Home Office
One Boca Place
2255 Glades Road
Suite 337 West

file://G:\Wheeler%20Exhibits%20for%20Bar%20Action\2003%20My%20documents%20... 4/25/2004

147. Having had time to reflect and look at your notes and be 100% accurate, state whether proper procedure was followed in regards to Iviewit as a new client. Did you immediately secure a retainer and run a conflicts check? If so, provide copies of all



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

such signed PR documents and do you maintain originals for inspection? If no retainer was signed immediately, when was one signed and had any patent disclosure prior taken place?

Q. Now, when a new client comes into Proskauer, is there a procedure that you have for establishing a new client file?

A. Yes.

Q. Okay. What is that procedure, sir?

A. We have a business intake file and a - and that's submitted, together with a conflict check.

Q. Okay. Was that done, to the best of your knowledge, with regard to iviewit?

A. To the best of my knowledge, it was.

148. When you met the Bernstein's there was no Iviewit at the time until you later formed it, provide the entity or individuals a conflict check was run on and under what name the file PR opened for billing and conflicts check was opened under. Did Gerald Lewin contact you to see if you had patent counsel for his clients Simon & Eliot Bernstein and the inventions discovered by Eliot Bernstein, Zakirul Shirajee & Jude Rosario?

Q. Okay. Do you know if a conflict check was actually run with regard to the Bernsteins?

A. I don't know exactly, but it would be difficult to open a file in our firm without a conflict check, if not impossible.

149. In your deposition answer below you state that you "think" and "approximately" regarding the dates you were introduced to the Bernstein's. Can you provide exact time and dates now that you have had time to review your information?



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And that's why, unless I specify a certain entity, what I want you to do is answer as if I'm asking with regard to each one of those various entities rather than running through the litany of each one.

A. That's fine. I think approximately January of '99.

150. Lewin states in his deposition testimony that he was charged with finding patent counsel for the Bernstein's and that is why he contacted your firm, not for the formation of a company. Can you explain the discrepancy and why if the Bernstein's were looking to patent technology they would make their first order of business corporate formation if they needed to have the technology evaluated for patentability and then patented?

A. To the - to the best of my knowledge, in January I met with Mr. Gortz and both Mr. Bernsteins, and I believe Mr. Lewin as well.

Q. And at that time, what was discussed?

A. The preliminary discussion as to the nature of what their work was going to be, establishment of a corporation, and they were going to prepare a business plan and send it over to us.

151. Clarify all statements made in the next deposition statement you make and describe the policy changes to retainer agreements and the implications it could have to not have a retainer with a client. Could you get a statement from your insurance carrier outlining their position on such representation without retainer and could you provide how your past or present firm policy could handle liabilities resulting from such arrangements. Did your insurance carrier allow you to operate without securing retainers for your clients, does this pose any special unlimited risks to the carrier if terms of the relationship are not in writing? Describe such risks and liabilities.



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Q. Okay. Now, you earlier talked about the fact that your firm has a strict policy with regard to conflict checks. Is that correct?

A. As to opening files and conflict checks, yes.

Q. Do they also have a policy with regard to retainer agreements?

A. They do now.

Q. Did they in 1999?

A. I don't recall, but I don't think it was the same policy.

152. It appears that you operated with the client for approximately 6 months with no retainer, describe any liabilities this may pose for your firm, especially considering invention disclosures were made and thereby it appears that no protections were in place for your representation and define how your insurance carriers would cover liability that results from this?

Q. That was in January of 1999.

A. Right.

Q. Now, subsequent to that initial meeting, was there ever any retainer agreement signed by iviewit?

A. Yes.

Q. Do you know when that took place?

A. It took place a few months later. Perhaps - perhaps by midyear.



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

153. Now that you have time not to speculate but maintain precise and factual information, provide the answer to the following deposition question as all Iviewit shareholders and management have been unable to provide answers or have any sense as to why all these companies were opened and the inter-relation of each. Provide all board notes or correspondences regarding each entity and the documentation that supports it.

Q. Setting up corporations. Is it in your opinion -- Strike that. Can you opine to me today why iviewit has approximately eight or nine different entities rather than one corporation in this particular matter?

A. Not without reviewing it, but I can -- I can't opine to it, but I can speculate, but --

MR. TRIGGS: Wait. You are not supposed to be speculating.

THE WITNESS: We're not supposed to speculate. Okay.

154. In your deposition statement below you state that Rubenstein did no work on the Iviewit patent. Refer to [EXHIBIT \("B"\)](#) whereby Brian Utley sends a copy of the management and board from an excerpt of a Wachovia Private Placement document (co-authored, billed and disseminated to by your firm) to an investor referred by you who invested several million dollars in the Company, and in such plan it states that Rubenstein "is the patent attorney for Iviewit" and how this statement differs from the statement below. Did Ken Rubenstein work at PR when you contacted him; you seem to be confused in your deposition statement below? Do you know and can you provide supporting evidence of the exact date Rubenstein transferred to PR and the first time you contacted him wherever he initially was? When was your or your firms first phone call to Meltzer Lippe Goldstein & Schlissel in relation to Iviewit and provide supporting evidence.



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Q. How about Ken Rubenstein?

A. I don't believe Ken --

MR. TRIGGS: Object to form. What's your question about Ken Rubenstein?

Q. Was he involved in the patent process or any of the proceedings or services provided with regard to the patents?

MR. TRIGGS: Object to the form.

A. No. He - he was -- First of all, I don't believe he worked -- I believe he worked at Proskauer at the time and not at Meltzer - Meltzer Lippy. Is that the name of the firm? And secondly, he - his involvement was only to -- He - he - he obviously is a - one of our patent contacts and his - his --

Q. Now, when you mean he, you mean Ken Rubenstein?

A. Ken Rubenstein.

MR. TRIGGS: Let him answer the question. You can ask any clarifying questions after he's

done. And Chris, if you can answer the question he's asking you.

A. Okay. So the answer is no, Rubenstein didn't do any patent work on it.



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155. It seems that you billed for the formation of all corporations for Iviewit and its related entities. List every corporation PR formed for any reason, in every state, and the purpose and the number of hours billed and number of attorneys involved in the corporate formation of each. Provide all board minutes approving such work? Please include all minutes and billings for any work on Ilearnit, Imedia, or Internet Train that you were involved with.

Q. I'll rephrase it. Were there additional corporations formed after the initial one?

A. Yes.

Q. Do you know what the purpose of those additional corporations was?

MR. TRIGGS: Object to form.

A. Not each and every one.

Q. Okay. Were you advising iviewit with regard to the formation of those corporations?

156. In this next series of questions, it appears that you appear confused again, with regard to Ken Rubenstein. Why would Ken need more information to determine patentability if Ken was not involved and you had not spoken to him? Concerning Rubenstein it appears that you seem confused as to his role with Iviewit and PR stated to the Court that he was being "harassed" when asked to be deposed for deposition and in fact refused to produce him. Why if Rubenstein is counseled for one second would this be harassment? Are you aware that Rubenstein is claimed as having been the reason for several investors investing in the Company?



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Q. Okay. Now, I want to direct your attention more specifically, sir, to paragraph three. It's actually numbered three --

A. Right.

Q. -- on that first page?

A. Right.

Q. And it talks about a discussion with a Mr. Ken Rubenstein? You -- I'm sorry. Go ahead.

A. You mean a potential discussion.



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Q. Okay.

A. Okay.

Q. So you were contacting Ken Rubenstein?

A. I was trying to.

Q. Did you ever contact Mr. Rubenstein?

A. I can't tell you I did or didn't. I'd have to see the follow-up.

Q. Would that be reflected in the billing statements that you provided to iviewit?

A. Yes.

Q. Do you know if Mr. Rubenstein's name is mentioned in the billing statements to iviewit --

A. Yes.

Q. -- from Proskauer Rose?

A. Yes. They might answer it -- Right.

Q. Are you aware of whether or not the conference call referenced in that paragraph number three ever took place?

A. No, I'm not.

Q. And it says specifically, and I quote, since there seems to be some confusion as to what Ken needs in order to determine the patentability of your process?

A. Right.

Q. I'm arranging a conference call between



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you, me and Ken in which we can discuss it.

A. Right.

Q. So was that statement on your part in this letter precipitated by some specific discussion with Mr. Bernstein?

A. I don't recall.

157. Your next statement appears to be a lie, are you still sticking to your deposition testimony to the following? Provide a complete description of [EXHIBIT \("A"\)](#), is this a patent opinion authored by you? If yes, explain your directly conflicting statement under deposition. How did you come to contact Rosman? Did Eliot Bernstein contact you to tell you that Hassan Miah and later his attorney Richard Rosman wanted an opinion from Kenneth Rubenstein as Hassan Miah had known him from the MPEG patent pools and wanted his opinion? [EXHIBIT \("A"\)](#) contains the chain of email regarding Hassan Miah's request to speak with Rubenstein and Alan Epstein's letter implies that he was seeking a similar opinion from PR on their opinion of the patents. Is it still your position that you were not contacted by Bernstein regarding the patentability letter you authored and disseminated?

Q. Did you ever have a discussion with Mr. Bernstein about Proskauer Rose providing an opinion with regard to the patentability of any of these processes?

A. No.

158. Describe in your opinion letter where you refer to the technology as a portal? You claim below in deposition that you are not sure what the technology was, how then could have you written such opinion on a technology you are not clear regarding?



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Q. Let me rephrase it. What process were you referring to in your letter?

A. We were referring to Eliot's technology. Whatever that technology was.

Q. Okay. Well, let's go back to that, to the technology issue, because I think you had provided a little testimony about that before, saying it was a portal?

159. Describe your statements below in regard to the opinion you tendered and how you could not be an expert on technology you opined on with no other references to any other PR partner or outside expert? Further, since your firm co-authored, reviewed, billed and disseminated business plans for shareholders and in almost every plan it mentions zoom and pan inventions and full screen video inventions, how is it that you cannot recall these technologies when all shareholders perceived that this is what they invested in? Finally, you claim that you are unaware of any other inventions, yet again throughout the business plans, in patents filed for the Company by Rubenstein and his referred sources explain how you failed to notice that patents were filed for zoom & pan imaging on a digital camera and remote control video? Are you aware that your referral Utley with a past steeped in patent malfeasance regarding misappropriation of inventions, filed for a patent in his name with the title "zoom & pan imaging on a digital camera"?



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1 A. Right. Purportedly it avoided the
2 problem.

3 Q. Was it demonstrated to you at any point in
4 time?

5 A. Not at that time.

6 Q. How about subsequently?

7 A. Oh, absolutely.

8 Q. Okay. And did the process, as
9 demonstrated, do what it purported to do?

10 A. I saw large pictures on a screen which
11 were pixilated which were not distorted.

12 Q. Which were not distorted. And they had
13 been enlarged from a small picture or a small --

14 A. I don't know what they had been enlarged
15 from.

16 MR. TRIGGS: And, Steve, I'm not going to
17 shut down your line of examination because to do
18 that I'd need to terminate the deposition, but
19 quite frankly, I can't see the relevance at all
20 on this line of inquiry.

21 MR. SELZ: That's fine.

22 MR. TRIGGS: I mean, all I'm telling you
23 is, at some point I will have to terminate the
24 deposition and file an appropriate motion if we
25 continue to hit on areas that just appear to be

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1 doing nothing more than harassing at this point.

2 MR. SELZ: Well, with all due respect to
3 your objection, obviously, speaking objections
4 aren't appropriate, certainly in a deposition,
5 but with regard to that, I think it's actually
6 something that's referenced in Mr. Wheeler's own
7 letter.

8 So I think I certainly have an ability to
9 inquire as to what this process was that he was
10 referencing.

11 MR. TRIGGS: You're wasting time, is what
12 you're doing.

13 MR. SELZ: Well, you're certainly entitled
14 to your opinion.

15 Q. Okay. Now, with regard to this image, was
16 there something also, pan and zoom, or something of
17 that nature, that was demonstrated to you?

18 A. I'm not familiar with that.

19 Q. How about something called -- I'm sorry.

20 A. It wasn't demonstrated at all at this
21 stage.

22 Q. I'm talking about at any time during your
23 representation of iviewit?

24 A. Okay. I'm not familiar with the terms,
25 pan and zoom.

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1 Q. How about - how about full-screen video?

2 MR. TRIGGS: Object to form. What about
3 full screen video?

4 Q. Are you familiar with the term?

5 A. Not in any technical sense.

6 Q. Okay. It isn't in your opinion or your
7 knowledge any way related to the process that
8 Mr. Bernstein was involved with?

9 MR. TRIGGS: Object to the form,
10 foundation.

11 A. The process was larger pictures than
12 available on - presently available on the Internet, as
13 I understood it.

14 Q. So it was basically an enlargement of a
15 picture without pixilation. That was your
16 understanding of the process.

17 A. Right.

18 Q. That you referred to in your letter.

19 A. Correct.

20 Q. Was there any other technology that you
21 were aware of that iviewit had developed?

22 A. No.

23 Q. Were there any specific applications that
24 were discussed between iviewit and yourself in the
25 sense of the purpose of these corporations?

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160. If you have no retainer agreements with any other company than Iviewit LLC (“to the best of your knowledge”) for legal services or billings, describe how you sued companies that you had no retainer with and held core Iviewit patents? Why are other companies billed if you only have a retainer with Iviewit LLC? Is it typical that



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PR have a client with oral retainers and does your liability carrier allow such practices?

161. Now that you have time to accurately reflect on the issues asked below, provide clear answers to every question in which you were uncertain about. Provide answers to how you could have billed some entities and not others without a retainer agreement, and if you had been instructed by the board to only bill the operating Company how you billed companies with patents. Did you ever express to the board that you had set the Companies up so that in the event of a lawsuit the Companies holding the patents would not be sued or would be protected from suits? If so, why did you sue Companies with patents, was this in the best interest of the shareholders? You further state that no Florida companies were formed by PR, would you like to change your deposition testimony to reflect how many Florida corporations were formed?
- a. Was the board aware of a similar named company being set up to the one the shareholders of Uview.com Inc, were changing the name to, Iviewit Holdings, Inc., in which you may be a 75% stockholder of the Company that was set up days before the name change? Does the Company you are in have any rights, titles or interests to the patents? Are you aware that Arthur Andersen during an audit could not confirm shareholders interests in the Company you are a part of? Can you explain the transaction with all board notes and approvals for the Company you are in, Iviewit Technologies, and how it was incorporated approximately thirteen days before it changed its name from Iviewit Holdings, Inc. Further, explain and provide all board notes and minutes pertaining to the board approval of Uview.com, Inc. changing its name to Iviewit Holdings, Inc. one minute after the Company you are in changed its name to Iviewit Technologies, and show how the board had approved the Company you are in Iviewit Technologies, Inc. having patent interests versus the Company Iviewit Holdings, Inc. with the rest of the shareholders and investors. As you and Mr. Utley set up this corporation, Iviewit Holdings, Inc./Iviewit Technologies, Inc. explain how Eliot Bernstein was listed as the Chairman, Vice President, Treasurer and Secretary and was this Eliot's role in all other companies at the time of incorporation? Did you have board approval for this designation for Eliot and provide all details and records of the transaction.



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1 Q. It says, Proskauer entered into an
2 agreement with defendants, iviewit.com, Inc., iviewit
3 Holdings, Inc., and iviewit Technologies, Inc.?

4 A. Right.

5 Q. Collectively referred to as iviewit?

6 A. Right. Correct.

7 Q. But we've already established, sir, isn't
8 it true, that this engagement agreement was only with
9 regard to iviewit LLC?

10 A. Right. But we entered into an agreement.
11 We didn't say a written agreement.

12 Q. Okay. You prepare corporate documents all
13 the time. Is that correct, sir?

14 A. Yes.

15 Q. You prepare transactional documents all
16 the time. Is that correct?

17 A. Correct.

18 Q. And you're familiar with the use of what's
19 called a defined term.

20 A. Correct.

21 Q. Where within the agreement it's
22 capitalized so that people can identify what's been
23 referenced?

24 A. Correct.

25 Q. I would reference you then to paragraph

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1 18. We're going back to Count I of the complaint.
2 You'll notice that the word agreement is capitalized?
3 And iviewit is another defined term using all three
4 entities?

5 A. All right.

6 Q. So, isn't it true, sir, that this exhibit
7 is contrary to the allegations in the complaint on
8 Count I?

9 MR. TRIGGS: Object to form.

10 A. I don't know. I'd have to study it.

11 Q. Well, let's do it right now. The
12 agreement that you have already testified to is
13 between Proskauer Rose and iviewit LLC, is that
14 correct?

15 MR. TRIGGS: Object to form. What
16 agreement?

17 MR. SELZ: The agreement as defined in the
18 complaint.

19 MR. TRIGGS: Object to form.

20 Q. I'll restate the question. The agreement
21 as defined in the complaint and attached to the
22 complaint as an exhibit, sir, is between Proskauer
23 Rose LLP and iviewit LLC. Is that a correct
24 statement?

25 MR. TRIGGS: Object to the form.

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1 A. Let me answer your original question. I
2 don't think it's contrary to the form because we said
3 we entered into a small cap agreement in paragraph
4 eight similar to the one in large initial cap
5 agreement.

6 So iviewit does refer to the three
7 corporations, but what we're saying is there is an
8 agreement that's similar to the - to the initial cap
9 agreement.

10 Q. Okay. Show me where in the complaint it
11 says that, sir, because maybe I'm a little confused.

12 A. On page 8 it says, provided legal
13 services, retained Proskauer on the same terms and
14 conditions as those in engagement agreement between
15 Proskauer and iviewit, LLC herein referred.

16 So it's the same terms. We're simply
17 referring to the terms and conditions as provided in
18 that agreement.

19 Q. Okay. Was there ever any writing --

20 A. No.

21 Q. Between -- Let me finish my question, if I
22 could.

23 Was there ever any writing in which any of
24 these other entities, the iviewit.com, Inc., iviewit
25 Holdings, Inc., or iviewit Technologies, Inc., assumed

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1 the obligations under the agreement between Proskauer
2 Rose LLP and iviewit LLC?

3 A. I don't know.

4 MR. TRIGGS: Object to the form.

5 A. I don't know.

6 Q. So then your understanding of the
7 allegations in the complaint, sir, is that the iviewit
8 entities as referred to in the complaint assumed the
9 obligations under the agreement with iviewit LLC?

10 MR. TRIGGS: Object to form. Misconstrues
11 testimony.

12 MR. SELZ: He can correct me if I'm wrong.

13 A. You'll have to repeat that.

14 Q. Okay.

15 A. Let me tell you what my understanding is.
16 It's my understanding that paragraph 18 does not
17 contradict on its face what we had recited in
18 paragraph eight, and that's essentially what you asked
19 me.

20 Now, as to your question about writings --

21 Q. Well, actually there are -- I'm sorry, go
22 ahead.

23 A. As to your question about writings,
24 there - there is, by virtue of the numerous
25 confirmation agreements between myself and - and other

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1 officers of the company, there is reference to I
2 believe at least iviewit.com, Inc., because all future
3 bills were sent - were - and all future bills were
4 sent to them as well, as referenced by this bill. Not
5 that they were improper. The company could have told
6 us they were improper.

7 Q. Well, how about iviewit Holdings, Inc.,
8 and iviewit Technologies, Inc.?

9 MR. TRIGGS: Object to form. What's the
10 question?

11 MR. SELZ: With regard to the assumption
12 he's talking about right now. Let me rephrase
13 it.

14 Q. With regard to the assumption that you
15 just talked about in your testimony, sir, does that
16 also apply to iviewit Holdings, Inc., and iviewit
17 Technologies, Inc.?

18 MR. TRIGGS: Object to form.

19 A. Well, I'm not -- I haven't - I don't know
20 of exact writings. I'd have to check our files to see
21 if there are ones by which there are references to
22 Holdings and Technology.

23 Q. Well, let's go back to the invoices or the
24 face sheets that are attached to the complaint. Are
25 any of those addressed to either iviewit Holdings,

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1 Inc., or iviewit Technologies, Inc.?

2 A. No, but they're only face sheets.

3 Q. And what is the address that's on the top
4 of each one of those sheets, sir?

5 A. Address of the operational company that
6 took care of the affairs for all of these companies.

7 Q. Were there other entities that services
8 were provided for besides iviewit.com, Inc., iviewit
9 Holdings, Inc., and iviewit Technologies, Inc.?

10 MR. TRIGGS: Object to form. At what
11 point in time?

12 Q. From the beginning of Proskauer Rose's
13 representation to the date services were terminated?

14 A. I believe there were, but I couldn't tell
15 you the exact dates.

16 Q. Are you familiar with any of the other
17 names of any other entities that were performed by
18 your law firm?

19 A. Not precisely.

20 Q. How about uviewit?

21 A. Well, I could say the word uviewit, but I
22 don't know if it was uviewit.com, Inc., or -- But I
23 mean, that's what I mean by not precisely.

24 Q. Okay. Are you aware that there are more
25 than three entities, though?

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1 A. I am aware that there - there - through
2 the history there were a number of entities and there
3 were mergers and consolidations, and some went out of
4 existence and some still exist.

5 Q. Were there Florida corporations formed as
6 well?

7 A. Not to my knowledge. Or not to my
8 recollection. I don't know.

9 Q. How about an entity, iviewit Technologies,
10 Inc., a Florida corporation?

11 A. I would have to go back and refresh
12 myself.

13 Q. And that would have been formed by either
14 Rocky Thompson or Mara Lerner, if it was?

15 MR. TRIGGS: Object to form. Speculation.

16 A. It would probably have been formed under
17 the supervision of Rocky Thompson.

18 Q. Now, Mr. Wheeler, was there ever an
19 agreement at any point in time that Proskauer Rose
20 would receive or take ownership of stock in iviewit?

21 A. An agreement?

22 Q. Yes.

23 A. No.

24 Q. Did Proskauer Rose ever take any ownership
25 or stock in iviewit?

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162. In the next deposition statement you claim that PR took stock in Iviewit, was there a partners meeting or any special committee to approve such a stock deal? You say there were no agreements, is this typical and customary practice of PR? Before 1998, how many stock interests did PR have in client companies, how many does it



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have today? Now that you have time to reflect on your stock ownership what Iviewit Company, before June 1999, did PR own stock in? What happened to that Company? How many companies were in existence for Iviewit at the time and what were their names? Do you have the stock that was issued to you before June 1999? Do you have record of the receipt for stock and for the return of such stock?

18 Q. Now, Mr. Wheeler, was there ever an
19 agreement at any point in time that Proskauer Rose
20 would receive or take ownership of stock in iviewit?

21 A. An agreement?

22 Q. Yes.

23 A. No.

24 Q. Did Proskauer Rose ever take any ownership
25 or stock in iviewit?



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1 A. Yes.

2 Q. And when did that take place?

3 A. I'm - I believe in the early months,
4 sometime perhaps in February or March, although it
5 could have been any time before June of '99.

6 Q. Okay. At any time before June of '99?

7 A. Right.

8 Q. And why would it be -- Why would it be
9 before June of 1999?

10 A. Well, I'm familiar with some
11 reorganizations, and I'm familiar with some papers in
12 that time, and it showed the Proskauer ownership. So
13 I know it occurred before that time.

14 Q. So was it -- It was close to the
15 inception of the relationship between Proskauer Rose
16 and iviewit?

17 A. I don't think it was -- I think it was
18 perhaps midway between January and June, but I'd have
19 to check my records to tell you exactly when.

20 Q. And what was the purpose of Proskauer
21 holding an ownership interest or shares in the
22 corporation?

163. You describe below a Cris, would this be Cris Brandon whose name you cannot recall? Describe the relationship between Cris Brandon and your brother if one exists and how long you have known Cris Brandon. Have you spoken to Cris Brandon since leaving your positions at Iviewit?



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You're talking about representatives of
Huizenga Holdings, right?

Q. Correct.

A. Right. I can't remember Chris' last name
right now.

164. In your deposition, you state that you formed companies and held meetings for the Company before they had offices at your offices. You attended all board meetings per your statements and your bills, in light of that and your knowledge of corporate governance describe your statements below. Are you stating below that board meetings held at your offices had no minutes kept, does this comply with corporate governance?

A. I don't recall.

Q. Were there any minutes kept of the board
meetings, to the best of your recollection?

A. Well, to my recollection, meetings were
kept once Brian Utley arrived. Minutes were kept once
Brian Utley arrived.

165. After a review of your notes because your memory was consistently poor at the deposition answer the questions below that you could not recall at deposition. Namely, did you call Ken Rubenstein after the meeting with Huizenga or any meeting with or for Huizenga? Expand on "very few" be specific to time, date and billing time for those entries in the bills with Rubenstein named for any instances in either, paid, unpaid or missing bills.



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Q. So going back to moving this deposition forward, now that - after that first meeting with Huizenga Holdings, was there any contact or communication that you can recall between yourself and Ken Rubenstein concerning the meeting or the outcome of the meeting?

A. No. Not that I recall.

Q. Do you recall how many times you spoke to Ken Rubenstein specifically with regard to iviewit or the process or technology that Mr. Bernstein had developed?

A. How many times?

Q. Yes.

A. Very few.

Q. Now, with regard to Huizenga Holdings, after that first meeting, when did the second meeting take place, the best of your recollection?

166. In regard to the Huizenga meeting below that is being discussed whereby Huizenga hired patent counsel, could you expand on the attendees of the meeting and where it was held? Did you arrange for the meeting to take place at PR offices with NY patent counsel for PR? Were the inventors present?



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A. I believe they sent a team up. They engaged a patent counsel. My recollection is they engaged a patent counsel who went up - who inquired into the process. And I think the way they inquired was they reviewed it. You know, I don't know what else they did, but they - they did engage someone.

Q. Do you recall who that was?

A. No, but they did their own review.

167. In the next series of questions at your deposition, it appears that you again are confused about your facts. First, you state that in regard to Crossbow Ventures you attended 3 or more meetings with Alpine and a moment later you claim one, please review all of your materials and answer with precise detail and records to support your claim and give a single answer to the question.



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1 have been prepared under Mr. Thompson's supervision as
2 well. So I don't - I don't recall the exact amount.
3 It was more than Huizenga's 500,000. But I can't
4 remember what amount we essentially ended up with.

5 Q. Okay. There were meetings that you
6 attended with Alpine Fund's representatives? Is that
7 a true and correct statement?

8 A. I can recall a meeting, but there were not
9 a lot of meetings that I attended with their
10 representative, no.

11 Q. Do you recall who was present at those
12 meetings?

13 A. Well, I recall Hank Powell on one, maybe
14 two, or could have been three occasions or something.
15 But a meeting would be a misnomer. Maybe I was in a
16 meeting with him on one occasion, maybe I met him and
17 then he continued on with other people on the others.

18 Q. When these - when these meetings took
19 place with iviewit with these prospective investors,
20 where did the meeting take place?

21 A. Well, it depends what period of time
22 you're talking about.

23 Q. Let's go to Huizenga Holdings.

24 A. In their offices.

25 Q. In Huizenga's offices?

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1 A. Right.

2 Q. And how about with regard to Alpine?

3 A. I believe iviewit had - by the spring they
4 had leased their offices, so they were in the iviewit
5 offices. And I don't -- Since I didn't attend them,
6 I don't know if any were held in the Alpine offices.

7 Q. You didn't attend any of the meetings with
8 Alpine?

9 A. I - I don't recall attending -- I mean, I
10 recall an initial meeting with Hank Powell, but I
11 don't recall attending meetings with Alpine.

12 Q. And Iviewit's offices are directly across
13 the hall from Proskauer Rose's office?

14 A. Right.

15 Q. Or they were during that time, is that
16 correct?

17 A. They were from late 1999.

18 Q. Do you know when they ceased being a
19 tenant in the building where you guys are located?

20 A. No. It was sometime after this complaint
21 was filed. It was after - it was after May 2nd, 2001.

22 Q. Now, with regard to Alpine Fund, was there
23 any payment that you can recall that was made to
24 Proskauer by iviewit immediately after the funding of
25 the Alpine transaction?

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168. In your deposition, you state that you were the lead counsel for the Iviewit accounts, in light of that, provide an explanation for the following deposition testimony and now that you have all your materials, list in detail the answer to every question you could not answer at the deposition. Produce all disappearing bills and



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show all invoices for any payments of bills that disappeared. Is it common for PR attorneys to refer to paid bills as disappearing bills? List all investors and amounts invested, in detail, with all pertinent information for any Iviewit investment while PR was attorney for Iviewit.



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Q. Now, with regard to Alpine Fund, was there any payment that you can recall that was made to Proskauer by iviewit immediately after the funding of the Alpine transaction?



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1 A. I believe so.
2 Q. Was it a substantial payment?
3 MR. TRIGGS: Object to form.
4 Q. How much of a payment was it?
5 A. I don't know.
6 Q. Was it more than \$50,000?
7 A. I don't know.
8 Q. Was it more than a hundred thousand
9 dollars?
10 A. I don't know. It may have been a lump sum
11 payment, it may have been in installments. I don't
12 know.
13 Q. And you say this was approximately the
14 spring - the spring of 2000 you said. Can you show me
15 anywhere in the billing statements where it shows a
16 payment in approximately the spring of 2000?
17 A. I mean, without the ledgers, I can't tell
18 you what the payments are from.
19 Q. Okay. Well --
20 A. I mean, I couldn't tell you even with the
21 ledgers, but I guess we can put two and two together
22 by seeing the dates and whatever. But I can't tell
23 you by looking at this. I could be --
24 I mean, bills -- You need like a forensic
25 accountant because bills disappear, so those bills

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1 disappearing could have been attributable to payments
2 made from this or any other way.

3 Q. Okay. But my question to you, sir, was --

4 A. I don't recall. I recall funds being
5 available, and I recall receiving a payment.

6 Q. Okay. But you don't find them reflected
7 that you see anywhere in those billing statements?

8 A. Well, I can't identify them, if you're
9 asking me that, no.

10 Q. The reason for my question, sir, is really
11 because you recall a payment being made, but it
12 appears, at least from the face of these statements,
13 which are summaries, and which apparently do show some
14 payments being made, that a payment isn't reflected in
15 the spring of 2000.

16 A. What these show are outstanding invoices
17 at the bottom. So if an invoice disappears, the
18 presumption would be - in reading this, the
19 presumption would be that the bill was paid. And then
20 if it doesn't disappear, a partial payment was made
21 against the amount. That's where you show the
22 payment.

23 For instance, on the 10 - on the bill
24 for - of 10/12/99, which would be presumably for the
25 September services, it shows an amount, \$42,000 owing,

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1 but 28,000 had been paid from some source, so 13,000
2 is still owing on that.

3 But obviously if you go back to the
4 statement that you looked at first, let's go back to
5 your one in January - not January, February - as to
6 past due invoices, you show a statement from - you
7 show a statement of 8/24 where still 40,000 was owing
8 and a statement of 9/25. By the time you get to this
9 one down in May, you see those have disappeared. So
10 apparently payments had been made.

11 Q. Was there ever an understanding that bills
12 due and owing Proskauer by iviewit would be paid when
13 funds were received by third parties?

14 A. No.

15 MR. TRIGGS: Objection. It's already been
16 asked and answered. Try it again.

17 MR. SELZ: Well, let's break. It's 12:32.

18 MR. TRIGGS: Let's see if we can get back
19 by 1 o'clock-ish, if possible.

20 MR. SELZ: Okay.

21 THE WITNESS: We'll be here.

22 (Thereupon, a lunch recess was had at
23 12:32 P.M.)

24
25

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1 DIRECT EXAMINATION (Continued)

2 Q. (By Mr. Selz) Okay. Let's go back on.
3 Okay. Mr. Wheeler, I think we finished off going
4 over some of the applications of payments. The
5 questions were dealing with whether or not iviewit
6 made payments when funding was received from
7 third-party sources, and you were referencing me to
8 payments that were reflected on here, and
9 disappearing invoices, ones that went away?

10 A. Right.

11 Q. Do you have any idea what the total dollar
12 figure between the statement which shows allegedly
13 unpaid amounts and the total amounts paid by iviewit
14 to Proskauer Rose were?

15 A. No.

16 Q. If I told you it was approximately
17 \$867,000, would you think that was excessive or do you
18 think that was about right?

19 A. You're suggesting that's what our total
20 billings were to the client?

21 Q. Paid and unpaid, according to the
22 allegation.

23 A. Fees and costs?

24 Q. Correct.

25 A. I'd say that could probably be accurate.

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1 Q. And to your knowledge, how much did
2 iviewit raise in total from third parties for
3 investment purposes?

4 A. I - I don't - I have not totaled it.

5 Q. Okay. You said that Huizenga came up with
6 half a million dollars.

7 A. Right.

8 Q. And Alpine came up with some number
9 greater than half a million dollars?

10 A. Well, I don't know. I think that Alpine
11 came through with money two or three times, as I
12 recall.

13 Q. Okay.

14 A. So I mean, I don't know if they were up to
15 two million or three million or -- And I don't - I
16 can't recall the amounts that were put in by the
17 shareholders themselves. And I don't know what the
18 final Prolow money was. I think the final Prolow
19 money was perhaps 200 to \$500,000 or something else.

20 Q. Well, I don't mean we've addressed Prolow
21 yet, so --

22 A. Well, you did ask me the question.

23 Q. Yeah. I did. You're right. So you don't
24 really have a total that you figured between these
25 amounts?

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169. Concerning the Prolow loan discussed below provide all details for this transaction. Do you know Bruce Prolow or Carl Tiedemann and if so provide complete details of any personal or professional relationship with them? Did you introduce Mr. Prolow for investment? Did you handle his transaction? How much did you personally and PR bill for these services. Did you complete the transactional documents? Do you have the original transaction documents for the Prolow loan? You state that Prolow had a group? Who was in this group and how much did each



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participate in the transaction? Are you aware that employee eyewitnesses have stated that management led by your referral Utley and his referral Reale were purported to have stolen a large suitcase of cash that they claimed came from an investor, Bruce Prolow? Are you aware that stolen equipment was found in Utley and Reales possession and had been taken to a distance learning company that Prolow was involved in and that you had attempted to do a technology license with for Iviewit? Provide all details for this transaction. Provide accounting information that you posses and how was this loan reported for taxes.



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1 Q. And you also indicate, I think there was
2 another source of funding, private placements, that
3 you thought had taken place, is that correct?

4 A. There may have been some money sold to
5 some individuals. Some - some stock sold to some
6 individuals. Correct.

7 Q. Were there any transactional documents
8 that your offices prepared with regard to those sales?

9 A. Oh, yes. I assume we prepared all of them
10 or most of them. Anyone that was properly done. I
11 mean, we'd certainly want to know about it.

12 Q. How about confidentiality agreements, were
13 those prepared by your offices?

14 A. Yes.

15 Q. And were those prepared --

16 A. To my - to the best of my knowledge, most
17 of them that were signed was prepared by my office.

18 Q. Now, with regard to the confidentiality
19 agreements, those were prepared and signed prior to
20 the initial presentation to these potential investors
21 or is it after the initial presentation, as you
22 recall?

23 MR. TRIGGS: Object to form.

24 A. Instructions were - they were to be signed
25 prior to any initial presentation. Now, I'm not - how

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1 Q. Okay.

2 A. And I'm not so sure everyone participated,
3 but to a great extent, many did.

4 Q. Now, Bruce Prolow was another individual
5 who you indicated - Prolow, rather, was an individual
6 you indicated also invested?

7 A. Well, he had a group. I mean, he was a
8 person introduced to the company, but he - he -- I
9 don't know how his money came in. I don't know how it
10 was -- Don't know if it came in from one or two
11 investors or whatever.

12 MR. TRIGGS: Just do this. If this will
13 speed us up, the question was asked I think is
14 something about whether Bruce Prolow put money
15 in. Just - he wants you to answer the question
16 that he's asking, and it will speed us up if you
17 just answer the question he's asking.

18 A. I don't know.

19 Q. Okay. Do you know how much money came in
20 from Mr. Prolow?

21 A. No.

22 Q. Were you involved in preparing the
23 transactional documents with regard to any funding
24 that Mr. Prolow provided to iviewit?

25 A. I can't remember.

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1 Q. And you also indicate, I think there was
2 another source of funding, private placements, that
3 you thought had taken place, is that correct?

4 A. There may have been some money sold to
5 some individuals. Some - some stock sold to some
6 individuals. Correct.

7 Q. Were there any transactional documents
8 that your offices prepared with regard to those sales?

9 A. Oh, yes. I assume we prepared all of them
10 or most of them. Anyone that was properly done. I
11 mean, we'd certainly want to know about it.

12 Q. How about confidentiality agreements, were
13 those prepared by your offices?

14 A. Yes.

15 Q. And were those prepared --

16 A. To my - to the best of my knowledge, most
17 of them that were signed was prepared by my office.

18 Q. Now, with regard to the confidentiality
19 agreements, those were prepared and signed prior to
20 the initial presentation to these potential investors
21 or is it after the initial presentation, as you
22 recall?

23 MR. TRIGGS: Object to form.

24 A. Instructions were - they were to be signed
25 prior to any initial presentation. Now, I'm not - how

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170. In this next series of questions, you again fluctuate in your account of your involvement with Crossbow Ventures whom you brought to the Company about how many times you met with representatives of Crossbow. Provide a detailed billing breakout for every billing entry for Crossbow Ventures showing how many hours of



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billing for each Proskauer attorney, a detailed account of the meetings and whom was present.

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1 the company or its - what the company or its people
2 did, I didn't control. But in most cases, I believe
3 before there was any discussion, any documentation
4 sent out or any presentation, I believe the agreements
5 were secured.

6 Q. Okay. And you were present at the initial
7 meeting with Alpine. Was there any -- You said there
8 was subsequent funding?

9 A. I don't know if it was the initial
10 meeting.

11 Q. I take it back.

12 A. I said one meeting.

13 Q. You were at one meeting you said, Hank
14 Powell was at three meetings?

15 A. I don't know how many they had with
16 Alpine.

17 Q. Okay.

18 A. But I can remember on three occasions, on
19 approximately three occasions, meeting Hank Powell.
20 One being a longer meeting, the other two being -- I
21 don't remember them having any substance to them.
22 Although I don't think I was present for the entire
23 meeting.

24 Q. Did you bill iviewit for your attendance
25 at Board of Directors meetings?

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171. Earlier in your deposition you stated that you were not familiar with the technologies and that you were not that familiar with the names of the inventions and



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how they worked. Provide an explanation for how you attended all board meetings at your own discretion and how if you were at every board meeting since the beginning and were at technical disclosure meetings from the start and this continued for three years, how you failed to grasp such concepts? If you did not understand the inventions, how could you raise capital from your friends? Who did they rely on for invention opinions and how could you co-author, bill and disseminate business plans and Private Placement Memorandums, and finally bilk some \$800,000 from the Company for general corporate legal work as you claim, if you did not know what they were investing in. It appears from this next series of answers at your deposition that you somehow skip a year in your testimony. In the beginning, you talk of the first two months 1/99 and 2/99 and then suddenly you speak of 3/00, is this correct? It would appear that obviously things started to ramp up and your attendance was ever present from the time Miah called it the "Holy Grail" and REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)/INTEL stated that the technologies were worth billions annually and you then had them sign agreements that you handled in 1999. All of those events occurred in 1999 and yet you say you really did not appear in the picture until 3/00, recite the ENTIRE timeline starting from the FIRST Lewin contact through 3/01, show total billing hours for each partner and project quarter by quarter.

Q. Did you bill iviewit for your attendance
at Board of Directors meetings?



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1 A. Yes.

2 Q. Did you discuss with them beforehand there
3 would be a charge for your attendance at Board of
4 Directors meetings?

5 A. I was asked to attend the Board of
6 Directors meeting as an attorney, just like I was
7 asked to do all the other things as an attorney.

8 Q. Now, who would make that request to you?

9 A. Sy Bernstein.

10 Q. Okay. Sy Bernstein made all these
11 requests to you to appear as attorney for --

12 A. Well, he wasn't there at every meeting,
13 but he made it clear from the very meeting that he
14 wanted me at all meetings, including those, and they
15 called me over, and he made it clear that he wanted me
16 to try to be with Eliot at all meetings where Eliot
17 was making presentations.

18 Q. Okay. And this was --

19 A. At the outset -- Go ahead. Started
20 anticipating your question.

21 Q. No. That's okay. These meetings that you
22 attended, was it from the very outset of iviewit?

23 A. Well, my - my participation was minimal up
24 to the time of where it started really ramping up. So
25 for the first two months, January, February. But

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1 maybe in March it started really ramping up, and
2 then - and then that's - it's probably in that time
3 where Sy made it very clear that he wanted the best of
4 the best and he wanted people to be with Eliot at all
5 times and not to be left alone and whatever.

6 Q. So this was March 2000 is what we're
7 talking about, or thereabouts?

8 A. Guessing. Right.

9 Q. But it wasn't back in September or October
10 of 19 --

11 A. Oh, no, not at all.

12 Q. Now, at those -- I'm sorry, go ahead.

13 A. He set the tone in the Spring.

14 Q. Okay. So March, April of 2000 is when
15 things started ramping up, according to your
16 recollection?

17 A. Right. And he set the tone as to how he
18 wanted to be represented on what he considered were
19 very important matters at the time.

20 Q. Okay. Do you receive billing summaries on
21 a client-by-client basis as part of Proskauer Rose's
22 billing structure?

23 MR. TRIGGS: Object to the form. What do
24 you mean?

25 Q. Generally, do you receive payables and

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172. In this next series of questions, keeping in mind that you authored an opinion on the "novel" aspects of the product, explain how you did not offer any opinions to Huizenga and Alpine? Did they receive copies of the opinion? You state and we quote that the only opinion you could have given to Huizenga, REAL 3D (INTEL,



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SILICON GRAPHICS INC. & LOCKHEED MARTIN), Alpine and hosts of other people you involved was “What you see is what you get. Look at – this is what we have, and this is what the Company intends to do.” Provide a comparison of what you stated in your opinion letter that was authored by you on behalf of a request to Kenneth Rubenstein and how it differs from the opinion you were limited to giving in your deposition.



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1 we're going to have to discuss with them how they're
2 going to make arrangements to pay it.

3 Q. Okay. Were there any specific
4 recommendations that were made that you ever
5 memorialized in any kind of way to iviewit?

6 A. Well, you have my correspondence and you
7 see that there were many things that we proposed and
8 many agreements that is we had that they felt that
9 they could fulfill. But the --

10 Q. Now, I'm sorry, I missed this question
11 before. I think I've just got to reach one last -
12 come back to these meetings with Alpine and Huizenga,
13 Prolow.

14 Do you recall the meetings that you were
15 present involving those parties that you made any
16 representations to anyone concerning the product or
17 invention or its viability or economic feasibility or
18 the potential for profit?

19 A. No.

20 Q. So you never made any representation to
21 any party with regard to anything concerning the
22 invention or the process or however we're going to
23 describe this particular zoom and pan or enlargement
24 without pixilation?

25 A. No, no. I mean, what would I have said?

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1 | What you see is what you get. Look at - this is what
2 | we have, and this is what the company intends to do.

173. Please identify the following document and explain whom “our” technology refers to. What you see is what you get? Elaborate on exactly what you saw and heard regarding these technologies and how you began to author technology opinions for investors as a real estate attorney.



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

JUL 23 1999 17:17 FR PROSKAUER ROSE

561 241 7145 TO 0894#40017001#41 P.03/09

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Christopher C. Wheeler
Member of the Firm

Direct Dial 561.995.4702
cwheeler@proskauer.com

July 23, 1999

VIA FAX

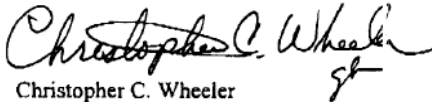
Mr. Cris V. Branden
Huizenga Holdings, Inc.
450 East Las Olas Blvd., Suite 1500
Ft. Lauderdale, FL 33301

Dear Cris:

Per our discussion, enclosed please find Evaluation Feedback and proposed Confidential Term Sheet. Please note the last sentence of the Evaluation Feedback. We view this as a validation of our technology and an indication of Rea 3D's intent to move forward.

Best regards.

Cordially,


Christopher C. Wheeler

CCW/gb

Real 3D - Consortium of Intel (10%), SGI (20%) and Lockheed Martin (70%) held core 3D graphic patents and we blew them away. They sold to Intel after Wheeler and Utley were supposed to be doing chip license and camera license deals. They had signed strategic alliance and then sold to Intel who acquired whole company. Iviewit shareholders should be receiving royalties for all Intel uses of the technology. Wheeler also switched this license to Company he is in.

0894/40017-001 BRLB1/236644 v1

07/23/99 04:53 PM (2743)

and,



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From: "Eliot I. Bernstein" <viewmaster@iviewit.com>
To: "Brian" <utleyb@hal2000.iviewit.com>, "Christopher..."
Date: 1/17/00 9:15am
Subject: Brian - Draft of what we need to send to 3D

This is Christopher
"Charles" Wheeler

Dear Mr. Stanley, **Gerald Stanley R3D CEO**

Thank you so much for your support and help over the last year. iviewit.com is currently reviewing the technical applications of our image and video technologies for the upcoming patent filings. As you recall, in our _/_/99 meeting with your engineers, they were confident that our technologies had a vast array of applications in the 2-D and 3-D visualization markets. At that time they were going to begin to explore these areas and how they might benefit Real 3D and iviewit. We would appreciate your sharing with our company the findings of your engineers and any applications our video and image intellectual property have been assimilated into.

Once again, thank you,

Brian Utley

<<http://www.iviewit.com/>> iviewit.com LLC* <<http://www.iviewit.com/>>
One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, FL 33431-7360
Email: <<mailto:%20viewmaster@iviewit.com>> viewmaster@iviewit.com
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Voice: 561- 999- 8899
Fax: 561- 999- 8810

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the message to such person), you may not open, copy or deliver this message and/or any attachments to anyone.

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and finally,



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M M M
iViewit, Inc
file

LAW OFFICES
ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER
A PROFESSIONAL CORPORATION
1888 CENTURY PARK EAST, 18TH FLOOR
LOS ANGELES, CALIFORNIA 90067-1722

HARRI W. BUSTEN	ANDREA L. MATIACUDA	1888 CENTURY PARK EAST, 18 TH FLOOR
JOSEPH B. DONOFRIE	DAVID J. MATLOF	LOS ANGELES, CALIFORNIA 90067-1722
ALAN J. EPSTEIN	MARCY S. MORRIS	
HOWARD A. FISHER	MICHELLE M. MULLIGNEY	
ANDREW L. GALKER	GEOFFREY W. OBLAPH	
ROBERT S. DEITMAN	RANDY M. SCHENBERG	
GEORGE T. MEYUMT	SCOTT A. STEIN	
BARRY L. HIRSCH	ROBERT L. STOLBERG	
JAMES W. JACOBSON	BARRY W. TYERMAN	
JONATHAN D. GAUFELT	ROBERT S. WALLERSTEIN	
CHRISTIANNE F. KERNIS	ERIC C. WEISSLER	
JAMES C. WANDERBURM	ELLY S. WERTHEIMER	

June 9, 1999

FACSIMILE
(310) 553-0305
TELEPHONE
(310) 553-6038
OF OFFICE:
ALAN L. ALEXANDER
ARTHUR D. ARMSTRONG
RONALD J. BASS
CERALDINE S. FETTERLING
DORIS K. LEE
9999

Via Facsimile 561-241-7145

Christopher C. Wheeler, Esq
Proskauer Rose LLP
2255 Glades Road
Suite 340 West
Boca Raton, Florida 33431-7360

Re: iViewit

Dear Christopher:

I would very much appreciate your sending two Confidentiality Agreements to Mr. Gemal Seede, one addressed individually and one to Netcubator, the company which employs him at address below.

Mr. Gemal Seede
Netcubator
30 W. Green Street
Pasadena, California 91105
Facsimile: 626-449-4395

Please send the Confidentiality Agreements directly to Mr. Seede, with a copy to my attention. Also please include in your cover letter a statement, similar to the one set forth in the Confidentiality Agreement you sent to Richard Rossman on April 26th, regarding Proskauer's general views on the novel and protectible nature of the patents and technology

Very truly yours,
Alan Epstein
Alan J. Epstein

AJE:jbn
AJE:LETTERS:WHEELER.LL78



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

LAW OFFICES
ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER

Christopher C. Wheeler, Esq.
June 9, 1999
Page 2

cc: Mr. Eliot Bernstein
Mr. Jeff Freedstein
Michele M. Mulrooney, Esq.
James R. Jackoway, Esq.



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

PROSKAUER ROSE LLP

2255 1st Road
Suite - West
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Telephone 561.241.7400
Florhubs in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PAIS

Christopher C. Wheeler
Member of the Firm
Direct Dial 561.995.4702
cwheeler@proskauer.com

June 8, 1999

Via Fax

Mr. Amre Youness
Mr. Ahmed Alfi
Mr. Frank Khulusi
301 North Lake Avenue, Suite 910
Pasadena, CA 91101

Gentlemen:

At the request of Alan Epstein, I am forwarding the enclosed Confidentiality Agreements to you. I would appreciate your signing and returning your Agreement to me.

The patent counsel referred to is Kenneth Rubenstein as he becomes our advisor and patent counsel who made this opinion

We have undertaken representation of iviewit, Inc. ("iviewit") and are helping them coordinate their corporate and intellectual property matters. In that regard, we have reviewed their technology and procured patent counsel for them. We believe the iviewit technology is far superior to anything presently available with which we are familiar. iviewit has filed a provisional patent application on a method for providing enhanced digital images on telecommunications networks. We are advised by patent counsel that the process appears novel and may be protected by the patent laws. While in all matters of this sort, it is far too early to make any final pronouncements. We do believe that there is an extremely good prospect that iviewit will protect their process which is novel and superior to any other format which we have seen.

Sincerely,

Christopher C. Wheeler

CCW/gb

cc: Alan J. Epstein - Via Fax

0894/40017-001 BRLIB1/232129 v1

08/08/99 04:48 PM (2743)

and finally explain the difference between "look what you see is what you get" and such eloquent praise and opinions of **our** technology.

174. In the next deposition statement you claim a lack of knowledge regarding Iviewit technology in regards to digital cameras and the applications directly correlated to zoom and pan imaging on a digital camera. Are you aware that similarly in Brian



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

Utley's deposition he states similar lack of knowledge regarding the use of the technology on digital cameras and yet in the Wachovia Private Placement Memorandum and hosts of other investor related documents the use of Iviewit technology on digital cameras is discussed, provide an explanation? Are you aware that in direct contradiction to Utley's deposition, your referred friend of ten plus years Utley who has a history of patent misappropriations and fraudulent resumes, has a patent in his name titled "Zoom and Pan Imaging on a Digital Camera" and it was not disclosed to the Company that such application was in his name? Did Utley ever inform you that he was applying for this application and the application of the technology to cameras that he and William Dick who have had prior undisclosed patent malfeasances, whereby you had full knowledge of such malfeasances according to Utley's deposition, and did you not purchase such first camera of zoom and pan imaging on digital camera with Utley? Review the Wachovia Private Placement Memorandum for any references of digital cameras and describe what is being referenced and how much PR billed for the preparation of such plan. Provide a detail of the applications for camera technologies that was discussed with REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)/INTEL at meetings you were present at. Give complete and accurate information with regards to the camera companies REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)/INTEL was working on at the time you brought the Iviewit inventions to them. Provide what Company the REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)/Intel agreement is held by and who the shareholders are of such Company, is PR one of them? What Company was the REAL 3D (INTEL, SILICON GRAPHICS INC. & LOCKHEED MARTIN)/INTEL agreement originally signed for and who were the shareholders of that Company? Was PR one of them? Who signed each agreement and why was it changed from the Company it was originally in?

- a. Describe the Iviewit companies history of patent assignments, who signed them and when, what companies hold patent rights currently and who the shareholders are in each Company.



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1 What you see is what you get. Look at - this is what
2 we have, and this is what the company intends to do.

3 Q. Was there ever any representation made
4 that you can recall that the technology, to the extent
5 that it was going to be protected or was in a soon to
6 be protected form, would be compensated by royalties
7 almost immediately?

8 A. No.

9 Q. Was there any discussion with regard to
10 any kind of digital camera usage for the technology
11 that you can recall?

12 A. Digital camera usage? Not to my
13 knowledge.

14 Q. Was there ever anything with a Nikon
15 camera that was presented at any board meeting or any
16 meeting with investors?

17 A. Never heard of it.

18 MR. TRIGGS: Steve, I'm not -- Again, I'm
19 not going to shut down this line, but how - do
20 me a favor and explain to me how this line of
21 questioning has anything to do with the claims
22 that we've got out there.

23 MR. SELZ: Well, I think it --

24 MR. TRIGGS: Whether there was a
25 presentation regarding a Nikon camera? How does

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1 that have anything to do with what we're here
2 about?

3 MR. SELZ: His involvement with the
4 conduct of the business of the board of
5 directors. If there was a presentation made and
6 he was assisting the company, that's something I
7 guess you're claiming compensation for.

8 I'm just trying to narrow down times when
9 he was actually there and the times when he was
10 actually making or assisting, I should say, the
11 Board of Directors or the representatives of
12 iviewit with regard to a presentation to
13 potential investors.

14 MR. TRIGGS: With all due respect, I think
15 you're just pulling a filibuster on topics such
16 as that. I want to just see if we can advance
17 it regarding issues that are relevant to the
18 case.

19 Q. Now, your earlier testimony, sir, was that
20 the agreement of the iviewit entities, as far as you
21 were concerned, was traveling under this September
22 8th, 1999, engagement letter, engagement agreement, is
23 that correct?

24 MR. TRIGGS: Object to the form.

25 A. I'm not so sure I understand your

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175. This next statement in any context seems to make utterly no sense or nonsense or outright insanity, provide an explanation of the lack of logic that applies to the statement so that shareholders may understand how Brian Utley was in control of the



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Company while not involved with the Bernstein's or Iviewit? Who gave him charge?
Did you request a read of your deposition; did you make changes to this statement?

4 Q. Was Brian Utley involved with iviewit or
5 any - or the Bernsteins or any of the other parties
6 prior to September --
7 A. No, but he was in charge then.

176. In this next deposition statement it appears that you (your attorney Triggs) appears to deflect your answer regarding digital cameras and discussions centering on them. Why?



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1 What you see is what you get. Look at - this is what
2 we have, and this is what the company intends to do.

3 Q. Was there ever any representation made
4 that you can recall that the technology, to the extent
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104

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11 Board of Directors or the representatives of
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19 Q. Now, your earlier testimony, sir, was that
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22 8th, 1999, engagement letter, engagement agreement, is
23 that correct?

24 MR. TRIGGS: Object to the form.

25 A. I'm not so sure I understand your

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177. You attend almost every board meeting as an advisory board member and it appears that you bill for and co-author the Wachovia Private Placement Memorandum which states the following:



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Customers

Within a short period of time, the Company has been very successful in obtaining customers in its target market segments. Since launching the product in May 2000, the Company has experienced a 75% success rate in obtaining service and licensing customers, securing 17 customers to date. The Company expects to realize approximately \$400,000 in revenue by year-end from these 17 customers. Current clients include the following:

Hollywood.com	Dovebid/DSI
Hyatt Hotels & Resorts	Broadway.com
Gear Magazine (Gucciione Media)	Z.com (Alanis Morissette)
Ellen DeGeneres	Virtual Education
Burst.com	Extreme Yachts

In addition, the Company has continued to develop an active pipeline of high impact, service and licensing client prospects. In fact, based on its current level of discussions, the Company believes that the following prospects have a high probability for closing by Q1 2001:

Warner Brothers	Eastman Kodak
Greg Manning Auctions / Collectibles	SDI-Media
UnoDosTres.com	Broadband Services
Brava	Wackenhut / Oasis

Currently, the Company is in negotiations with several large, video-content providers regarding licensing its video streaming technologies. iVIEWIT is moving aggressively towards executing two or three landmark licensing agreements in order to facilitate the broader market adoption of its video streaming technology as the industry standard. As the Company continues these negotiations, it anticipates honing its pricing strategy for other comparable, large-content providers.

Recent developments include the following:

- iVIEWIT has partnered with the "model program" (State of Iowa AEA model) for development of distance learning on a national basis. The Company is now collaborating with larger groups that represent applications for the federal government (i.e. Department of Defense, Department of Education) and with groups that represent similar programs in other countries such as Malaysia and South Korea.
- The Company is finalizing a major business alliance with one of the largest content providers in the entertainment industry, not just for Internet applications, but for many other uses as well. iVIEWIT's technology will not only be used for archival and on demand applications, but for "efficiencies in other disciplines" where cost and performance features are prominent measures. For example, in the delivery of content to broadcasting, pre-encoding preprocessing improvements will likely improve cost and quality.
- Recently, iVIEWIT and Eastman Kodak began a series of discussions that are now formative, and an agreement could provide significant revenue as early as summer 2001. The applications for Kodak would follow a logical path to create a value added option that would initially be available on its "high end" digital cameras, and then be led downstream to the broad and sizeable moderately priced digital camera lines.

and



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3. Digital Cameras and Instrumentation

The broadness of iviewit's technologies and its applications outside an Internet based environment depict the scope of the pending patents and their uses in other markets. One such application is in the huge and growing market for digitization, instrumentation, and consumer products such as the digital camera market. Recently, iviewit and Eastman Kodak began a series of discussions that are now formative, and an agreement could provide significant revenue as early as summer 2001.

The applications for Kodak would follow a logical path to create a value added option that would initially be available on its "high end" digital cameras, and then be led downstream to the broad and sizeable moderately priced digital camera lines. In each case the following would be the applications provided to Eastman Kodak for its new and future camera entries:

- The first stage would be the provision of iviewit's imaging technology as a CD that would be included with each camera, so that the consumer when "loading" it on his computer would be able to pan, zoom and "crop" pictures taken from the Kodak digital camera itself. The full iviewit imaging technology would be used on any picture taken, modified and prepared by the user. Currently, the discussions with Kodak include (for high end only) possible inclusion for its Spring 2001 High-end Camera Line (up to 500,000 units). iviewit would prepare the master CD, Kodak would provide the production of same and follow on with the Kodak servicing of this new application for consumers. iviewit would be the "second line" of expertise servicing this application.
- The second stage would be for the development of a software/hardware format that would be fit onto the camera itself during production. iviewit and Kodak would collaborate for this technology application. Concurrently, iviewit and Kodak would broaden the usage to its moderate priced digital camera entries.
- Kodak has requested from iviewit a quote for the above application – first for the high-end market and a licensing opportunity of major significance is underway at this time. Further, other applications of similar nature (both for OEM and reseller purposes) are being developed for the scanner market and the PC market with major companies. In each case, applications driven strategies, value added marketing and cost/performance characteristics are the focus.

The Company has initiated a search for an advertising/new media agency and a public relations agency with demonstrated competence in B2B enabling technologies. The Company currently retains a leading publicist in the entertainment industry. The Company's marketing plan includes the following:

- a national print media campaign targeting corporate decision-makers for encoding images and video for commercial websites,
- a national B2B public relations campaign that targets the streaming media and digital still-imaging markets and that builds awareness and demand for the Company's imaging technologies,
- a trade show plan to promote its video and imaging technologies,
- a plan for the acquisition and exploitation of exclusive internet video events to highlight the Company's technologies and turbo charge its public relations efforts, and partnerships with selected customers for the development of leading edge applications.

The build-out of the sales and marketing team for 2001 is as follows:

- **Inside Sales:** Each of 3 individuals will be focused on generating leads for the Sales Directors in the areas of Entertainment, Education/Distance Learning and E-commerce. The inside sales position will require a minimum of 2 years of sales

178. Out of the corporate structure, what entities did you sue in your billing case and any amended case? Are there patents in these companies? If so, please define your services for these entities and the billings for them.



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179. Were you aware of a spending limit that Brian Utley was granted in relation to your firm whereby no more than \$5,000 a month was to be billed for services from PR and that overage would have to be approved in writing by the board due to your ten year friendship? Do you have written authorization for everything over \$5,000 a month from 4/99 to 4/01 on a bill that is close to \$800,000.00.
180. Did you claim to the Florida Bar that Iviewit was a bankrupt dot com looking for someone to blame? Please explain why then you would pursue a bankrupt dot com for fees and sue non related companies to those you had bills with.
181. Did you claim to the Florida Bar that Proskauer and thereby Rubenstein did no patent work for Iviewit or the inventors?
182. This next deposition page was copied badly; it talks about the lawsuit you filed trying to sue twice under different counts for the same amount and double sue. Please explain this double suit and provide all amendments that may have modified the original lawsuit to correct this. Provide the full page for review.



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Need whole page - here is where Selz nails him for trying to double bill the Company and he claims there is some amendment. They are trying to sue us for breach and quantum merit.

1 you've got the other. You either have a c
2 that's been breached or quantum meruit, bu
3 So what I'm trying to ascertain
4 portion of the claims that are being asser
5 complaint deal with the quantum meruit cou
6 portion of the claims deal with the contra
7 because --

8 MR. TRIGGS: Tell me when you':

9 Q. Okay. Because, sir, they both
10 unfortunately, state a total sum of 369,460
11 being due and owing, and I just need to know
12 which.

13 MR. TRIGGS: Let me object to t
14 And also, just for the record, you are
15 under the complaint, when as you know
16 an amended complaint that's out there

17 I don't think quantum meruit-wi

183. Later in your deposition on this same subject you claim the following in regards to double suing the Company, much like double billing a client this seems unethical for a law firm obviously cognizant of what it was suing for. Did this get amended? If so, provide all documentation and court records. Missing from your deposition



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submitted to the New York Bar for Rubenstein and yourself are the exhibits from the depositions, provide all exhibits for both depositions.

1 them when they were trying to watch their costs.

2 Q. Was --

p135 l3 Eliot should be Utley - reason = typo

3 A. Mr. Eliot was trying to be very
4 conscientious and watch the costs.

5 Q. Were you ever told that Mr. Utley was
6 limited or had a legal, a monthly legal budget of
7 \$5,000?

8 A. No.

9 Q. When you and Mr. Utley met socially, did
10 you ever discuss the business of iviewit?

11 A. Discuss the business? Sometimes.

12 Q. Did you ever discuss the situation
13 regarding the attorney's fees?

14 A. No.

15 Q. Did you ever discuss anything concerning
16 any services provided by Proskauer Rose to iviewit?

17 A. Well, in the sense that all his
18 business -- In the sense that we provided services for
19 all of his business, it was obviously yes.

20 Q. Did anyone ever advise you that iviewit
21 was -- Strike that.

22 All right, sir. I'm going to direct you
23 to the same question I had with regard to the
24 complaint in this matter, and that is the breach of
25 contract count and the quantum meruit count. And

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1 again my question relates to the fact that both
2 sections, both quantum meruit and a breach of
3 contract, recite the sum of \$369,460.97 being due and
4 owing.

5 MR. TRIGGS: What's your question?

6 Q. My question is, is it your position that
7 the oral contract or the written contract and the
8 quantum meruit counts are for the same services?

9 MR. TRIGGS: Object to the form. Also,
10 objection to the extent you're asking a legal
11 conclusion of him.

12 Q. Let me rephrase it. The breach of
13 contract count, sir, calls for damages of \$369,460.97.
14 Is that true and correct?

15 A. Yes.

16 Q. What services are those related to? Are
17 they related to the services set forth in Exhibit B to
18 the amended complaint?

19 A. That was -- They relate to the services
20 for all unpaid invoices which we have - all invoices
21 which remain unpaid.

22 Q. Okay. And with regard to Count IV, the
23 quantum meruit count?

24 A. They relate to the same.

25 Q. They relate to the same services?

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1 A. (Witness nods.)

2 Q. Okay. Do you have any reason to believe
3 that those services are distinguishable in any way
4 from one another, the ones under the quantum meruit
5 and the contract count?

6 A. I don't know the answer to that.

7 Q. Well, they both reference Exhibit B. Is
8 that -- Is that what you're saying? I don't know.

9 MR. TRIGGS: You got a question there,
10 Steve?

11 MR. SELZ: Yeah, I'm going to come up with
12 one. Give me a minute while my brain fades.

13 Q. Okay, sir. So if I understand it, then,
14 the invoices attached to Exhibit B are the basis for
15 both the quantum meruit count and the breach of
16 contract count, is that correct?

17 A. Yes.

18 Q. And there are no other invoices, to your
19 knowledge, which would be claimed under either one of
20 those two counts. Is that also correct?

21 A. Let me look. Well, I guess I'm confused.
22 Where does it reference in the quantum meruit, Exhibit
23 B?

24 Q. It doesn't. That's what I'm trying to
25 find out. And maybe I misspoke earlier. I think what

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1 it does is --

2 MR. TRIGGS: And again, Steve, I have a
3 little - want to try to speed us along on this
4 part. I'd like to do it without -- Again, I
5 leave it to you on that point. If you want
6 Chris here, fine, if you don't, that's fine,
7 too, but I think I can short circuit your
8 questions regarding quantum meruit versus breach
9 of contract.

10 THE WITNESS: I can throw away my can
11 here.

12 MR. TRIGGS: Yeah, why don't we do that.

13 MR. SELZ: Here.

14 THE WITNESS: I can go to the bathroom.

15 (Thereupon, the following proceedings were
16 had out of the presence of the witness.)

17 MR. TRIGGS: Just put this on the record.
18 I'm not taking shots at you. You know we're
19 allowed to plead alternative pleadings.

20 MR. SELZ: Yeah, I know.

21 MR. TRIGGS: And if you look at what
22 actually is contained within the quantum meruit
23 claim, it does not rely on any alleged
24 agreement. It just goes paragraphs one to six,
25 and then it picks up with paragraph 33.

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1 MR. SELZ: Right, but it's the same exact
2 amount, 369,460.97.

3 MR. TRIGGS: All I'm saying is, you know
4 we're allowed to plead alternative theories. We
5 believe we have an enforceable agreement with
6 all the three entities we sued. We also
7 believe, if there is some conclusion to the
8 contrary, we're entitled to be paid the value of
9 the services rendered, and the value of those
10 services is 369,000 and change.

11 So I'm happy that Chris has stepped out.
12 I don't want you to think that I'm coaching him
13 in that regard. I don't think we're really
14 advancing the process by trying to trip him up
15 on legal theory of --

16 MR. SELZ: No. I'm just trying to find
17 out what the basis is to make sure there is no
18 misunderstanding on my part, because you didn't
19 reference the Exhibit B or the services
20 provided.

21 MR. TRIGGS: I think if you would just
22 look at the - what we proposed as the pretrial
23 stipulation that we were due to have filed
24 yesterday that that would make it clear that
25 we're not trying to double dip and we're not

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1 seeking a total of seven hundred some odd
2 thousand, if that's the question. We're just
3 not doing that. We have no intention of doing
4 that.

5 MR. SELZ: Okay.

6 MR. TRIGGS: So -- Let's see if we can
7 grab him here.

8 (Informal discussions off the record.)

9 Q. (By Mr. Selz) Okay. Now, the --

10 MR. SELZ: This is number five I think
11 we're up to?

12 (Thereupon, said document was marked as
13 Defendant's Exhibit Number 4 for identification
14 by the reporter.)

15 Q. (By Mr. Selz) Okay? Mr. Wheeler, with
16 regard to the engagement agreement, that was with
17 iviewit LLC, is that correct?

18 A. The written engagement agreement.

19 Q. Correct.

20 A. Right.

21 Q. And there was - your earlier testimony was
22 there was no other written engagement agreement with
23 any other entity, is that correct?

24 A. Not that I'm aware of.

25 MR. TRIGGS: Object to the form.

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184. This next deposition response needs further clarification as to how you have one retainer with one entity and yet sue multiple entities.



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1 So I mean, the great happenstance that
2 they signed some agreement at that time just when
3 Mr. Eliot came, he was attending to a lot of
4 housekeeping details. Not just with us, but many,
5 many, many of them that had been left because they
6 didn't have management until that time.

7 Q. Okay. Well, I'm just - again --

8 A. I leave it up to my lawyer to talk
9 whether - pleading in the alternative as to quantum
10 merit or contract.

11 Q. That's fine. I'm just curious, though,
12 did Proskauer Rose consider this an enforceable
13 agreement?

14 MR. TRIGGS: Object to form. What are you
15 referring to as this?

16 MR. SELZ: The Exhibit 1 to the - or
17 Exhibit A to the initial complaint filed in this
18 matter.

19 MR. TRIGGS: Object to form.

20 Q. Let me put it this way. When you signed
21 this engagement agreement on behalf of Proskauer
22 Rose -- And let me strike that. Let me go.

23 Back. Were you authorized on behalf of
24 Proskauer Rose LLP to sign an engagement agreement
25 with iviewit?

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1 A. Yes.

2 Q. And is that authorization the basis for
3 your authoring this letter to Brian Utley of iviewit
4 LLC dated September 8th, 1999, and attached to the
5 initial complaint filed in this matter as Exhibit A?

6 MR. TRIGGS: Object to form. You just
7 lost me there, Steve.

8 MR. SELZ: Okay.

9 THE WITNESS: Yeah, I lost him, too.

10 Q. Was your authorization to engage -- Was
11 your authorization by Proskauer Rose to sign a
12 retainer agreement or engagement letter on behalf of
13 Proskauer Rose the basis for you sending this letter
14 to Mr. Brian G. Utley at iviewit LLC?

15 MR. TRIGGS: Object to form.

16 Q. Again, which is attached to the complaint
17 as Exhibit A.

18 A. I'm still not sure I understand.

19 Q. Want me to break it down for you?

20 A. I still don't understand your question.

21 Q. My first question to you was were you
22 authorized.

23 A. I am.

24 Q. And you said yes. And then I said, was
25 that the reason why or was that the basis for your

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1 being able to send out this letter.

2 A. Well, it's certainly not the reason why
3 because I'm authorized. Was it the basis for sending
4 out the letter?

5 Q. You were acting --

6 A. I can't tell you what the basis was for
7 sending out the letter.

8 Q. Is it a fair statement then, sir, that
9 when you sent this September 8th, 1999, engagement
10 agreement to Brian Utley, that you had been authorized
11 to do so by Proskauer Rose?

12 A. Yes.

13 Q. And that that engagement letter or
14 engagement agreement contained the terms upon which
15 Proskauer Rose was willing to accept representation of
16 iviewit LLC?

17 A. Yes.

18 Q. And that it was sent to Mr. Brian G. Utley
19 with the intent that he execute it on behalf of
20 iviewit LLC?

21 A. Yes.

22 Q. Now, were there other entities other than
23 iviewit LLC that existed at that time?

24 A. I don't know. I'd have to go back and see
25 when they existed and when they didn't. Some other

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1 entities did exist at that time.

2 Q. Can you explain to me, sir, why none of
3 those other entities were listed on this engagement
4 agreement?

5 A. No.

6 Q. Was Mr. Utley your sole contact at this
7 point in time, September 8th, 1999, for this kind of,
8 as you said, housekeeping matters at iviewit?

9 A. For housekeeping matters. But, no, not
10 sole. We still talked to Sy and Eliot about certain
11 things.

12 Q. Were any correspondence or engagement
13 agreements similar to this - strike the
14 correspondence - engagement agreements similar to this
15 sent to either Sy Bernstein or Eliot Bernstein at the
16 same time?

17 A. I don't know.

18 Q. How long have you known Brian Utley, sir?

19 A. Known him since approximately 1990.

20 Q. 1990? And --

21 A. I mean, around there.

22 Q. And how do you know Mr. Utley?

23 A. I knew him socially first. I knew him
24 primarily through a mutual friend, and we sat on some
25 philanthropic organizations' boards. That's how I

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185. On page 113 of your deposition you refer to a mutual friend, who is this friend?

186. In this next statement, although Brian Utley is named in multiple patents for the Company, that the Company claims are fraudulent, it appears that you are saying that until reading his deposition you were unaware of core patents in his name, for example "zoom & pan on a digital camera". Are you stating that you also were



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unaware of these patents done by your and Utley's referral to William Dick of Foley & Lardner? In other words are you stating that you had no knowledge of inventions applied for on behalf of Utley by Dick & F&L? Are you in possession of all patents done for Foley? Did Utley ever speak to you about his so called inventions at Iviewit or his invention misappropriations from Iviewit?



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1 the Bernsteins?

2 A. I don't recall.

3 Q. Are you aware of any patents that
4 Mr. Utley holds?

5 A. No. No, I'm not.

6 Q. Have you ever -- I'm sorry, go ahead.

7 A. I'm not aware of anything other than if he
8 referenced patents in his own deposition, but I
9 didn't - I didn't follow that closely in his
10 deposition.

11 Q. So you - you read a transcript of his
12 deposition?

13 A. Yes.

14 Q. Now, with regard to his - I'll take
15 Mr. Utley's employment by iviewit, have you ever
16 represented Mr. Utley personally in any matters?

17 A. We formed a corporation for him in - I
18 believe in 1993.

19 Q. Do you recall the entity, the corporation?

20 A. I think it was a consulting corporation.
21 We just formed it. I mean, we just formed it. That's

22 all we did.

p 188-119 line 23-1 There was also a matter of giving advice regarding a credit card account guaranteed by Utley that was unrelated to iviewit and billed separately to Utley - additional recollection

23 Q. Right.

24 A. We didn't do any more work for him.

25 Q. Just formed the consulting corporation?

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187. In introducing Utley to the Company, you stated in deposition that you did not tell anyone that you had prior represented Utley and in direct opposition, you stated to the



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Florida Bar that you did tell the Company of your prior representation of Utley. In light of the events that have caused the Iviewit shareholders loss due to Utley, do you now think there was a conflict with Utley and his patent problems of the past, that should have been addressed to the Company when you recommended him, contrary to your deposition statements below?

1 A. Right.

2 Q. Did you ever advise anyone at iviewit
3 other than, obviously, Mr. Utley, who knew that you
4 had represented him in the past, that you had
5 represented Mr. Utley at one point?

6 A. No.

7 Q. Was there any - any question of any
8 conflict?

9 A. No.

10 Q. Was there any employment agreement signed
11 by Mr. Utley between Mr. Utley and iviewit?

12 A. Yes.

13 Q. And who prepared the employment agreement?

14 A. Proskauer.

15 Q. And did you not think that potentially
16 posed a conflict?

17 A. No.

18 Q. And who did you represent in the
19 preparation of that employment agreement?

20 A. The company. We did not represent
21 Mr. Utley.

22 Q. So there was no waiver of conflict, no
23 conflict letter, nothing went out with regard to
24 Mr. Utley and iviewit?

25 A. No.

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188. In this next deposition statement you state that you were unaware of Utley's past patent problems that forced his last employer prior to Iviewit to fire Utley and lose his business due to the problems of Utley & Dick absconding from the company with inventions learned on the job. Now earlier in deposition you stated that you had known Utley since 1990, were social friends and sat on boards together. Is it your statement still that in that time neither Utley, nor Monte Friedkin, who also sits on boards with you and Utley, ever disclosed this problem to you? Your deposition testimony is contrary to Utley who states you were fully cognizant of the reasons and disputes that caused his termination. Explain the discrepancy and who is correct?



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1 A. Right.

2 Q. Did you ever advise anyone at iviewit
3 other than, obviously, Mr. Utley, who knew that you
4 had represented him in the past, that you had
5 represented Mr. Utley at one point?

6 A. No.

7 Q. Was there any - any question of any
8 conflict?

9 A. No.

10 Q. Was there any employment agreement signed
11 by Mr. Utley between Mr. Utley and iviewit?

12 A. Yes.

13 Q. And who prepared the employment agreement?

14 A. Proskauer.

15 Q. And did you not think that potentially
16 posed a conflict?

17 A. No.

18 Q. And who did you represent in the
19 preparation of that employment agreement?

20 A. The company. We did not represent
21 Mr. Utley.

22 Q. So there was no waiver of conflict, no
23 conflict letter, nothing went out with regard to
24 Mr. Utley and iviewit?

25 A. No.

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and then from the deposition of UTLEY we find:



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Mr. Monte Freedkin or what was Mr. Wheeler's 244

knowledge of your position at Diamond Turf, to the best of your knowledge?

MR. PRUSASKI: Objection to form.

MR. SELZ: Okay. I'll restate the question. I'm sorry. Getting a little tired.

MR. PRUSASKI: I'm just objecting to the extent that you're asking him what Chris Wheeler's personal knowledge was.

MR. SELZ: Okay.

By MR. SELZ:

Q. To the extent that you know, what was Chris Wheeler's personal knowledge of that situation?

MR. PRUSASKI: Objection to form.

THE WITNESS: I believe Chris, Mr. Wheeler was fully cognizant of my relationship to Diamond Turf Equipment and to Mr. Freedkin.

By MR. SELZ:

Q. And he was aware about your departure from that company and that situation?

A. Yes.

Q. Involving your employed and your change of employment when you left Diamond Turf?

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and further in Utley's deposition we find more conflicts with your statements whereby you testify that you represented Utley in the past and he denies that you ever represented him. Which is correct? Did the patent applications that were misappropriated from



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Utley's prior employer via Dick's help, end up in the Company you formed for Utley Premiere Connections?

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Q. And do you know when that judgment was entered? 248

A. I don't know the precise date.

Q. Okay. Who prepared your employment agreement with Iviewit?

A. Mr. Wheeler.

Q. Did he ever disclose to Iviewit that he had known you personally for a number of years?

MR. PRUSASKI: Objection to form.

THE WITNESS: That was the basis on which he made the initial introduction.

By MR. SELZ:

Q. Did Mr. Wheeler ever obtain any waiver of conflict between Iviewit and yourself?

A. Mr. Wheeler never represented me.

Q. Oh. So he represented Iviewit but he never represented you?

A. That's correct.

Q. Was there any specific directions given to Proskauer Rose as to legal services to be provided by either yourself or the board of directors?

MR. PRUSASKI: Objection to form.

THE WITNESS: Would you repeat the

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189. In this next deposition statement, you claim that you are confused at why you have a signed retainer agreement with Iviewit LLC and have sued other companies



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that PR maintains no retainer with. Elaborate on why you did not sue Iviewit LLC. You mention three companies in this exchange and could you define why these three companies were sued and again go through each company and list the exact company, since there appear duplicate named companies, which company you sued and again show if any patents are in these companies you sued.



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1 long after the initial meeting with Sy and Eliot
2 Bernstein these corporations were formed?

3 A. These meaning these three?

4 Q. These three, which is iviewit.com, Inc.,
5 iviewit Holdings, Inc., iviewit Technologies, Inc.

6 A. Well, it's a difficult question in that
7 some - there were some name changes. So some of these
8 may have been in existence by a prior name and through
9 merger picked up this name.

10 Q. Okay.

11 A. So - but they were formed between January
12 and June.

13 Q. January and June of?

14 A. '99.

15 Q. Of '99.

16 A. Right. Now, some may not have been
17 formed - I mean, some were formed sooner rather than
18 later.

19 Q. So the initial discussions that were had,
20 the oral agreement that's referenced here in Count I,
21 and referencing back to paragraph seven, occurred
22 prior to the formation of these entities. Is that
23 what you're saying?

24 MR. TRIGGS: Object to form.

25 A. Yes.

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1 Q. Okay. And that's the claim for the
2 contractual basis for Proskauer Rose's --

3 A. A portion of the claim. But I mean, it
4 was reinforced on a consistent basis because they
5 continued to bring us legal work, and it was the same
6 people who continued to come in and request that the
7 work be done and continued to extract legal services
8 from us, even to the point of forming these
9 corporations. They were advised on a - on a weekly
10 basis as to what was going on. Came in and were part
11 of it. The bills, detailed bills, reflect that.

12 Q. The first billing statement that's
13 attached to the amended complaint is January 31st,
14 2000. Do you have any reason to believe there was any
15 balance of fees due and owing prior to this statement?

16 MR. TRIGGS: Object to form. At what
17 point in time?

18 Q. From the inception of any services
19 provided to --

20 MR. TRIGGS: Same objection.

21 A. Could you please repeat that?

22 Q. Sure. Okay. Attached to the amended
23 complaint as part of Exhibit B is a statement dated
24 January 31st, 2000, invoice number 343838, showing a
25 total due of \$85,315.54.

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1 A. Right.

2 Q. Was this invoice submitted or, strike
3 that, was this invoice attached to the amended
4 complaint because it's the first invoice in which
5 monies are due from or alleged to be due from
6 iviewit.com, Inc., to Proskauer Rose?

7 A. I don't know.

8 Q. There are apparently earlier invoices,
9 aren't there, sir?

10 A. It would appear from the February bill
11 that there are earlier invoices.

12 Q. And the earlier invoices showing a balance
13 or remaining balance due, is that correct?

14 A. Right. But I don't know. Our ledgers as
15 to what bills were paid and that would speak for
16 itself. I don't - I don't have those.

17 Q. So those ledgers would reflect how the
18 payments were applied?

19 A. Correct. As would the correspondence to
20 the company, because when a bill was paid, we would -
21 it's our normal practice to send out a letter saying
22 we received a certain amount of money and this is how
23 it's been applied.

24 Q. And did you do that with regard to the
25 iviewit matters?

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1 A. I'd have to review my correspondence. But
2 that would be our normal protocol.

3 Q. So if I understand your testimony, sir,
4 your position is that this oral agreement referenced
5 in the factual background, paragraph seven, is
6 something that continued through the formation of
7 these new entities?

8 A. Yes.

9 Q. Even though it was entered into prior to
10 the formation of the entities themselves?

11 MR. TRIGGS: Object to the form.

12 A. Yes.

13 Q. If that was the case, sir, then why was it
14 necessary for you to write or, strike that, for you to
15 provide a written engagement letter or why did you
16 feel it was necessary for you to provide a written
17 engagement letter to iviewit LLC which was attached to
18 the initial complaint?

19 A. I don't remember.

20 Q. So you felt you had an oral agreement
21 which you felt traveled for all the entities, is that
22 correct?

23 A. Right.

24 Q. But then sometime in September, around
25 September 8th, 1999, you determined that it was

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1 necessary to have a written engagement agreement.

2 A. Well, we determined that we were going to
3 secure a written engagement letter. Right.

4 Q. And --

5 A. And I don't remember the exact reasoning
6 other than the fact that perhaps -- I don't know the
7 exact reason. I don't recall the thought process.

8 Q. So in your mind, was that written
9 engagement agreement superseding the oral agreement?

10 A. No.

11 Q. So the oral agreement still stayed in
12 place?

13 A. Right.

14 Q. Did the oral agreement no longer apply to
15 iviewit LLC?

16 A. I didn't think about it.

17 Q. Well, you must be a detail guy because you
18 do transactional work. So focus on details is
19 important in transactions.

20 A. Absolutely.

21 Q. Is there some reason why you did not focus
22 on that detail in this particular situation?

23 A. It was an administrative detail that I did
24 not focus on.

25 Q. Was that your same explanation for why it

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190. In the following deposition statements, it becomes evident that the company you sued, Iviewit LLC., was dissolved and therefore you had sued other companies of which you have no retainer. How many months into the lawsuit did this deposition take place? Did you ever amend the complaint concerning the fact that you had no agreement with the companies you sued? If so, when. Again, describe Iviewit LLC. and who the stockholders were and after dissolution, carefully describe where the stockholders went and how.



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1 seeking a total of seven hundred some odd
2 thousand, if that's the question. We're just
3 not doing that. We have no intention of doing
4 that.

5 MR. SELZ: Okay.

6 MR. TRIGGS: So -- Let's see if we can
7 grab him here.

8 (Informal discussions off the record.)

9 Q. (By Mr. Selz) Okay. Now, the --

10 MR. SELZ: This is number five I think
11 we're up to?

12 (Thereupon, said document was marked as
13 Defendant's Exhibit Number 4 for identification
14 by the reporter.)

15 Q. (By Mr. Selz) Okay? Mr. Wheeler, with
16 regard to the engagement agreement, that was with
17 iviewit LLC, is that correct?

18 A. The written engagement agreement.

19 Q. Correct.

20 A. Right.

21 Q. And there was - your earlier testimony was
22 there was no other written engagement agreement with
23 any other entity, is that correct?

24 A. Not that I'm aware of.

25 MR. TRIGGS: Object to the form.

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1 current status of iviewit LLC?

2 A. I have no reason to believe that.

3 MR. BERNSTEIN: Excuse me, what exhibit is
4 that?

5 MR. SELZ: That's number four.

6 MR. BERNSTEIN: In which, the complaint?

7 MR. SELZ: No, no. This is a separate
8 sheet. It's a separate sheet pulled off from
9 the Florida Department of State.

10 MR. BERNSTEIN: Okay. On the iviewit LLC?

11 MR. SELZ: LLC. Correct.

12 MR. BERNSTEIN: No dot-com LLC?

13 MR. SELZ: Correct.

14 MR. BERNSTEIN: Okay. Thank you.

15 Q. So, sir, assuming that this statement is
16 correct and that iviewit LLC is no longer an active
17 and validly existing corporation under the laws of the
18 State of Florida, the con - or the engagement letter
19 between Proskauer Rose and that corporation, iviewit
20 LLC, does that - does that call that into question in
21 your mind?

22 A. Call what into question?

23 MR. TRIGGS: Objection to the form.

24 Q. The engagement agreement and the
25 continuing validity of it. Bear with me.

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1 MR. TRIGGS: Object to the form.

2 Q. Go ahead.

3 A. In our amended complaint, I'm not so sure
4 we even are referring to this agreement anymore, are
5 we?

6 Q. No. You're not.

7 A. So why would it - why would it change my
8 mind about anything?

9 Q. That's what I'm asking you, if it does.
10 If it doesn't, then you say no, it doesn't.

11 A. It doesn't.

12 Q. Okay.

13 MR. TRIGGS: Are you suggesting that the
14 Bernsteins should be sued as last directors
15 there?

16 MR. SELZ: It's up to you guys. Not me.
17 You choose your causes of action. Not me.
18 Maybe you want the trial stricken and the matter
19 stricken to amend the --

20 MR. TRIGGS: Give me justice.

21 MR. SELZ: In one way or another.

22 Okay. Okay, now we're up to five.

23 (Thereupon, said document was marked as
24 Defendant's Exhibit Number 5 for identification
25 by the reporter.)

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191. This next deposition question opens up questions as to what exactly Iviewit Corporation is and where it is located and what and how it differs from Iviewit, Inc. and was there billing for these companies. The Company record is missing the footers associated with this bill from PR files obtained and submitted to the court.



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Provide the entire bill for Iviewit Corporation & Iviewit, Inc. with entire page markings clearly delineated.

- a. List every account for which PR billed either the Bernstein's before corporate formation or any company thereafter. Provide detail from start to end for these accounts with all back up notes or records for the bills.



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1 MR. BERNSTEIN: Can I ask that everybody
2 speak up? It's very hard to hear.

3 MR. SELZ: Sure, Eliot.

4 MR. BERNSTEIN: Thank you.

5 THE WITNESS: Okay.

6 MR. TRIGGS: Let's just switch here so --

7 Q. (By Mr. Selz) Okay. This is an invoice
8 or statement dated June 18th, 1999 --

9 A. Right.

10 Q. -- to iviewit Corporation.

11 A. Okay.

12 Q. Is iviewit Corporation one of the
13 defendants in this action, sir?

14 A. I don't believe so.

15 Q. Now, you had indicated to me that when you
16 initially met with the Bernsteins it was Al Gortz who
17 had referred or been referred the case?

18 A. Correct.

19 Q. Okay. I'm showing - here's a - this
20 billing statement which is dated June 18th, 1999,
21 starts out with an entry in January of 1999. Is that
22 the first entry of services, to the best of your
23 recollection, in this matter?

24 A. I believe so. I can't tell if this is -
25 is - if this is page 2 or there's another page that

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1 should be in here. I suppose the face page is page 1.
2 This is page 2. But to the best of my recollection,
3 that's probably the first entry.

4 Q. Well, was the name of the entity formed
5 iviewit Corporation?

6 MR. TRIGGS: Object to the form.

7 A. I'd have to be - go back and check.

8 Q. Well, let's go through the -- I don't know
9 if the entries are going to give you any --

10 A. They don't help me.

11 Q. Don't help your recollection.

12 A. No, they don't, except they're corporation
13 documents. Iviewit Corporation formation documents.
14 So iviewit as iviewit.

15 Q. Well, let's go down to the entry for
16 January 13th, 1999, entry by R. Foster. Who is R.
17 Foster? It's on the first page.

18 A. R. Foster was a paralegal.

19 Q. Okay. So his time would be billed at what
20 rate?

21 A. It would be billed at whatever the rate
22 for paralegals was at that time.

23 Q. So that entry January 13th, 1999,
24 preparation of Articles of Incorporation, bylaws and
25 organizational minutes for iviewit Corporation --

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1 A. Oh, all right.

2 Q. -- does that refresh your recollection?

3 A. Yes.

4 Q. How about the next entry? I mean, we
5 talked about the fact that you were doing
6 transactional work and involved with the business
7 side. You indicated in your earlier testimony you had
8 nothing to do with regard to the intellectual property
9 side or the transactional side of the whole
10 transaction.

11 A. That's correct.

12 Q. I'm looking at an entry dated January
13 14th, 1999, for a half hour. I'm assuming .5 is a
14 half hour billing increment time?

15 A. Right.

16 Q. Follow up on status on intellectual
17 property review and iviewit Corporation new
18 incorporation?

19 A. Right.

20 Q. What intellectual property review were you
21 involved with?

22 MR. TRIGGS: Object to the form.

23 Q. What did you review in that billing
24 statement in that particular entry, sir? What did you
25 do in that particular entry?

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192. In the following statement, you refer to an intellectual property review and then you state it had not been referred out yet, then you claim that the Intellectual Property and the corporate formation are intermingled and in the same breath you claim your firm did not patent work. Although you are opining on such technologies as a real estate lawyer speaking for the patent department at PR, how does your following

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deposition statement completely contradict your written opinions of the patents you claim you know nothing about?

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1 A. Oh, all right.

2 Q. -- does that refresh your recollection?

3 A. Yes.

4 Q. How about the next entry? I mean, we
5 talked about the fact that you were doing
6 transactional work and involved with the business
7 side. You indicated in your earlier testimony you had
8 nothing to do with regard to the intellectual property
9 side or the transactional side of the whole
10 transaction.

11 A. That's correct.

12 Q. I'm looking at an entry dated January
13 14th, 1999, for a half hour. I'm assuming .5 is a
14 half hour billing increment time?

15 A. Right.

16 Q. Follow up on status on intellectual
17 property review and iviewit Corporation new
18 incorporation?

19 A. Right.

20 Q. What intellectual property review were you
21 involved with?

22 MR. TRIGGS: Object to the form.

23 Q. What did you review in that billing
24 statement in that particular entry, sir? What did you
25 do in that particular entry?

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1 A. Well, I can't tell you exactly what I did
2 a couple of years ago, but this would reflect that
3 this was logistics. I was -- On the status of the
4 intellectual property review. In other words, how
5 were we going to handle the review of the intellectual
6 property matters. And you can't tell as to what
7 portion of this component relates to that and what
8 portion of that relates to new incorporation. I mean,
9 it was all built into one bundle. But obviously, I
10 was make an inquiry as to how we were going to handle
11 that.

12 Q. And who were you making that inquiry to?

13 A. It doesn't say.

14 Q. The follow up on new corporation, would
15 that have been internal within the firm?

16 A. Yes.

17 Q. Do you have any reason to believe the
18 follow-up on the intellectual property would have been
19 made to any other party besides within the firm?

20 A. Well, it's internal right now because it
21 hadn't been referred out yet.

22 Q. How about, who is G. Goldman? Is that a
23 member of the firm as well?

24 A. That was an associate. I'm sorry -- Yes,
25 that was an associate.

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1 Q. Gregg Goldman?

2 A. Gregg Goldman.

3 Q. Okay. I'm referring you to the entry of
4 January 26, 1999.

5 A. Which one?

6 Q. January 26, 1999.

7 A. Right. I don't know Mr. Goldman. I mean,
8 I did not talk to Mr. Goldman, that I can recall.

9 MR. TRIGGS: Again, Steve, on this topic,
10 I'm not going to instruct Mr. Wheeler not to
11 answer based on relevancy, but you know that
12 this June 18 statement is not an invoice that we
13 contend is unpaid and doesn't form the basis of
14 our claims. So you're again not covering topics
15 that are relevant to the case.

16 MR. SELZ: Well, I think I'm covering a
17 topic which is relevant. Based on his earlier
18 testimony, there were no issues concerning
19 patents and the only scope of Proskauer's work
20 was simply transactional or with regard to
21 trademark or copyright, which is what his
22 earlier testimony was.

23 MR. TRIGGS: If your bottom line
24 suggestion is that Proskauer did any improper
25 patent related work, as you know, that subject

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1 was dealt with --

2 MR. SELZ: Well, but --

3 MR. TRIGGS: -- by means of a motion in
4 limine.

5 MR. SELZ: Wait, is this a speaking
6 objection, then?

7 MR. TRIGGS: No.

8 MR. SELZ: Okay.

9 MR. TRIGGS: I'm pointing out the law on
10 this piece and the status of this case.

11 MR. SELZ: I understand that. But I
12 certainly have a right to inquire as to whether
13 or not he was mistaken in his earlier testimony
14 about the scope of Proskauer's representation of
15 iviewit or not. And I'm not - I can't be
16 limited because of his earlier testimony.

17 MR. TRIGGS: Look, and like I said, I'm
18 not instructing him not to answer. All I'm
19 telling you is, as I indicated earlier, that I
20 think a day is fair with Mr. Wheeler, and choose
21 your time wisely.

22 A. Goldman is obviously an associate who
23 worked for us and was, I'm sure, in coordination with
24 Ms. Robbins working on looking at the business plan to
25 see how we should approach, whether there was

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1 something we could get our arms around that could be
2 patented. It hadn't been decided how it was going to
3 be handled yet.

4 Q. Okay.

5 A. I mean, identifying whether it was even
6 worthwhile. And obviously they conducted on line
7 Internet search, even seeing if there were -- I'm not
8 exactly familiar with how they - what they do on line
9 on their Internet searches, but they look for
10 conflicts and they look for - look for -- They look -
11 they - they research and look for items whether it
12 seems like it's been handled before. But I can't - I
13 can't speak in detail to it because I'm not an expert
14 in that area. So that's obviously more logistics on
15 that.

16 Q. Okay. How about on the next page, page 3
17 of that statement, January 28th, 1999, A. Gortz?

18 A. That's my partner.

19 Q. Okay. That's Al Gortz?

20 A. Right.

21 Q. .75?

22 A. Right.

23 Q. Ken Rubenstein call, looks like CF, call
24 from?

25 A. Conference --

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193. Explain what patent logistics are and how they differ from reviewing inventions concepts to see if they are novel and then further opining to leading experts such as Hassan Miah and how this fits in with this next deposition statement regarding your denied involvement with the Iviewit patents.



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1 something we could get our arms around that could be
2 patented. It hadn't been decided how it was going to
3 be handled yet.

4 Q. Okay.

5 A. I mean, identifying whether it was even
6 worthwhile. And obviously they conducted on line
7 Internet search, even seeing if there were -- I'm not
8 exactly familiar with how they - what they do on line
9 on their Internet searches, but they look for
10 conflicts and they look for - look for -- They look -
11 they - they research and look for items whether it
12 seems like it's been handled before. But I can't - I
13 can't speak in detail to it because I'm not an expert
14 in that area. So that's obviously more logistics on
15 that.

16 Q. Okay. How about on the next page, page 3
17 of that statement, January 28th, 1999, A. Gortz?

18 A. That's my partner.

19 Q. Okay. That's Al Gortz?

20 A. Right.

21 Q. .75?

22 A. Right.

23 Q. Ken Rubenstein call, looks like CF, call
24 from?

25 A. Conference --

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1 Q. Conference?

2 A. -- with Mara Robbins regarding the
3 confidentiality agreement. So Mr. Gortz had a
4 conference with Mara Robbins as to the confidentiality
5 agreement. He also had a conference with Eliot
6 Bernstein and Ken Rubenstein, perhaps introducing
7 them.

8 This again was all at the initial stages,
9 saying this is a new client, we want you to know him,
10 we're probably going to - he's probably going to be in
11 touch with you, and we're going to have some issues to
12 review here.

13 Q. How about the 02/01/1999, conference as to
14 status of intellectual property work?

15 A. Well, yeah, that --

16 MR. TRIGGS: What's the question?

17 MR. SELZ: I want him to see if he can
18 explain the entry.

19 Q. What intellectual property work were you
20 talking about in that particular entry?

21 A. I don't know.

22 Q. Don't have any recollection of what it was
23 for?

24 A. No.

25 Q. Is there any place where there would be a

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1 more complete description of the service provided?

2 A. No.

3 Q. How about on 2/16/99, .25, conference with
4 Mr. Bernstein, call to Mr. Rubenstein. Is that Ken
5 Rubenstein?

6 A. Yes.

7 Q. Can you recall what you spoke to
8 Mr. Rubenstein about?

9 A. No.

10 Q. I didn't think so. How about the next two
11 entries down, 2/17/99, .25, call to Mr. Rubenstein re:
12 patent advice?

13 A. Right.

14 MR. TRIGGS: What's your question?

15 Q. Do you recall what that entry involves or
16 what - what you would explain to Mr. Rubenstein about
17 with regard to patent advice?

18 A. It would be logistics, once again.

19 Q. Now, by logistics you mean --

20 A. How are we going to handle this. Is -
21 is - are you signing it, are we going to refer it out,
22 are we going to - did you receive - did you receive
23 the matter, did you -- But he - he would be definitely
24 a patent person. So the IP there would be patent.
25 Right. But it didn't mean we were dealing with

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194. In your following statement you state that you do not do patent work, yet the opinion you offered to 3rd party counsel Richard Rosman on behalf of Hassan Miah and others, shows that either you did patent work or counseled PR licensed patent



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counsel that is referred to in your opinion letter. Either your opinion letter is fraudulent or your deposition testimony is false.

1 substantive matters.

2 Q. Well, to determine logistics, would you
3 have to look at the substantive matters at all?

4 MR. TRIGGS: Object to form.

5 Q. If you know. I mean, I'm --

6 MR. TRIGGS: Are you asking him what he
7 did?

8 A. I don't know. I don't do IP work.

9 Q. Sir, with regard to services provided, we
10 talked about corporations and formation of
11 corporations early on, and you testified that
12 obviously the more complex the corporate setup, the
13 more expensive the services would be in establishing a
14 corporation.

15 Do you consider preparation of an
16 application for an employer identification number, an
17 SS-4, to be a complicated matter?

18 A. No.

19 Q. How about preparation of a fictitious name
20 application?

21 A. No.

22 Q. How long do you think those should take,
23 respectively?

24 A. I don't know, but that's a paralegal
25 putting in that time. I don't consider those

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195. Now that you reflect on your notes, provide details and backup notes, to specifically define what every single item that is billed under patent or license work is, who attended, what was discussed, etc. in every bill for every Company.

1 Mr. Lewin; conference with Mr. Healy regarding
2 copyright; conference with patent counsel.
3 A. I see it.
4 Q. Okay?
5 MR. TRIGGS: What's your question?
6 Q. Do you have any specific recollection of
7 who that patent counsel was?
8 A. No.
9 Q. How about --
10 A. But I believe it's Ray Joao and myself. I
11 have no recollection, but I believe that's who it is.
12 Q. How about the entry, 3/31/99?
13 A. Of?
14 Q. K. Healy.
15 A. Uh-huh.
16 Q. .25, TC with K. Rubenstein re: patent
17 advice.
18 A. With Eliot Bernstein.
19 MR. TRIGGS: What's your question?
20 A. Oh, K. Rubenstein.
21 Q. Re: patent advice?
22 MR. TRIGGS: What's your question?
23 Q. Do you have any knowledge as to what that
24 entry involves?
25 A. No. It's not my entry.

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196. Explain how in this next series of answers, PR states that they have been handling the Bernstein's and Iviewit for 3 months regarding these novel inventions and on 3/24/00 new counsel is being brought in to transfer patent responsibility to. When did you first contact Raymond Joao? Where and how did you find Mr. Joao? Did you know of a relationship with Joao & Rubenstein? Why would PR refer Iviewit to New York counsel instead of Florida counsel if the New York patent office of PR was not involved? Did the Boca Raton Florida office have patent counsel?



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1 Q. Does it change your earlier testimony that
2 Proskauer Rose was providing any patent advice or any
3 intellectual properties advice to iviewit?

4 A. No, because if you go up to 3/29/99, the
5 same Guy, Kevin Healy, it shows he had a telephone
6 conference with Raymond Joao regarding patent pending.
7 So chances are he was responding to Ken Rubenstein
8 tell Ken Rubenstein that he got Ray Joao involved.

9 Q. Well, that's speculation, because you
10 don't know for sure.

11 A. You're right.

12 MR. TRIGGS: Steve, you are the one who
13 asked him a question --

14 MR. SELZ: No, I didn't.

15 MR. TRIGGS: -- about a billing entry.
16 That's not his name.

17 A. You asked me if it changed my mind, and I
18 said no. And I'm telling you the reason why it
19 wouldn't change my mind.

20 Q. That's fine. How about Real 3D, there is
21 an entry here on 4/30/99, confirm appointment with
22 Real 3D?

23 A. Right.

24 MR. TRIGGS: What's the date again?

25 MR. SELZ: It's 4/30/99.

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197. In this next series of questions, you introduce Gerald Stanley a leading imaging expert in the world to review the Iviewit technologies. Did you ever present Stanley with the Iviewit patents? Were you present at all technology disclosure meetings with Stanley? Real 3D held approximately 40 patents over several decades that



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represented core 3D technologies for multitudes of industry applications. Explain the deal with Real3D you structured and license agreements you structured and who in the patent department structured the license agreement. Is Donald “Rocko” Thompson a technology patent or licensing attorney, describe why a Boca Raton real estate outfit for PR which is headquartered in NY was handling patent and licensing work on a contract that tied Iviewit to Intel, SGI, Lockheed and Real3D. What were Thompson’s prior technology licenses for? Is this work that normally would flow to licensed patent lawyers with experience in technology licensing, especially when it relates to a contact of your firms in which if not protected Iviewit could lose substantial royalties on items like chip and software royalties with Intel and others? Are you aware of any uses by Intel through its acquisition of Real3D and any other applications which Real3D or Intel may have proliferated the technologies.

- a. Ferguson is referred to as the person to who referred Stanley to you, explain your relationship both professional & personal with Ferguson and was Stanley a board member of Boca Research. Has Boca Research ever been a PR client? Are you aware of any potential infringements of Iviewit technology by Boca Research? Do you own any stock or receive any form of remuneration from Boca Research or any affiliates?



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1 A. All right.

2 Q. Who is Real 3D?

3 A. Real 3D was a corporation that was up in -
4 near Orlando. Central Florida. And they were
5 purported to be the - as Jerry Stanley, their
6 president, was purported to be one of the preeminent
7 imaging experts and imaging companies. I don't know
8 if the company would be called imaging company, but he
9 would certainly be called imaging expert in the world.

10 Q. And there was I guess some sort of a
11 meeting that you were having with them, if you can
12 recall?

13 A. Well, I can recall very definitely.

14 Q. Go ahead.

15 A. What do you want to know about the
16 meeting?

17 Q. Well, the meeting took place, obviously.
18 When and where did it take place?

19 A. The company, Sy and his colleagues, Eliot,
20 were reaching out and - and trying to establish
21 contacts that they felt would be useful in many
22 different domains. Whether it be customers who
23 could - they could put on their web site, whether it
24 be financiers who could help them finance their
25 project, or whether it be --

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1 So I made some calls, and through - to
2 some other people I thought who were important in the
3 technology field. They referred me and had - were -
4 and the call I made was at 4/20/99 with Mr. Ferguson.
5 They referred me to Mr. Stanley. They were doing a
6 very gracious thing, and said Mr. Stanley, and also
7 opened up the introduction to Jerry Stanley. I did
8 not know him. So I called Stanley. He agreed to come
9 down and look at the iviewit technology.

10 He came down and set up and met with - and
11 saw the presentation. He was impressed, and he
12 invited Eliot and - and - to come up and make a
13 presentation to his entire staff. And I suppose you
14 must know the rest about Real 3D and whoever they are,
15 so I don't need to go into that.

16 MR. TRIGGS: Just answer the questions.
17 Just open up this door a little bit.

18 Q. Did you attend that meeting with Real 3D?

19 A. I attended both the presentations since I
20 had set it up, and I - I attended the meeting up in
21 Orlando where we went up.

22 Q. Do you recall when that meeting took
23 place?

24 A. Yes. Took place on - took place on -- The
25 meeting up there took place on 5/25.

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1 MR. TRIGGS: Just to be clear for the
2 record, Steve, just so we're both on the same
3 page, he's getting the date by reviewing the --

4 THE WITNESS: The bill.

5 MR. TRIGGS: -- the bill.

6 MR. SELZ: That's fine.

7 Q. That was the eleven hour charged trip to
8 Orlando for meeting with Real 3D?

9 A. We left in the morning and came back in
10 the night. Drove. By caravan.

11 Q. Do you have any idea what this 4/26/99
12 entry is, 1.0, rewrite iviewit letter?

13 A. I don't know which one that is.

14 Q. 4/26/99?

15 A. No, I see the entry, but I don't know
16 which letter that was.

17 Q. Now, you said you did transactional work.
18 Do you also do any intellectual properties work at
19 all?

20 A. No.

21 Q. Were you involved with reviewing the
22 trademark or any of those other things?

23 A. No.

24 Q. Okay. Then I'm going to refer you to an
25 entry on 5/4/99.

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198. In this next deposition statement, you claim that you are unfamiliar with Hassan Miah and how exactly he came to Iviewit and unclear as to how many times you may have met with him. Having more time to review your materials, explain who Hassan Miah was and how many correspondences you had with his attorney Richard Rosman, and provide all copies of all correspondences with either Rosman or Miah.



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Are you aware that the Rubenstein opinion you wrote for him after procuring him as Iviewit counsel, was because Miah wanted Ken's opinion since several of his XING patents for video were already in MPEG and he had never seen technology in video that achieved what Iviewit had? Miah sought Ken's opinion, not your highly unqualified, perhaps unethical and further perhaps not appropriate opinion on patents. Are you aware of any problems for opining on patents without proper licensing from the United States Patent & Trademark Office, is this typical for real estate partners to opine on technologies?



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1 Q. Correct.

2 A. I - I may not - I may or I may have not
3 looked at the agreements, depending upon who had
4 reviewed them and the level of comfort that we had
5 with the person handling it.

6 MR. TRIGGS: Steve, when you get to a
7 breaking point, take like a five-minute break.

8 MR. SELZ: You want to take a five-minute
9 break?

10 MR. TRIGGS: That's fine with me. Two to
11 five minutes. Whatever you guys want. I want
12 to be quick. I want to get the maximum
13 deposition coverage.

14 MR. BERNSTEIN: I need about fifteen.

15 MR. SELZ: How about compromise, say, at
16 ten?

17 MR. BERNSTEIN: Okay.

18 (Brief recess.)

19 Q. (By Mr. Selz) Okay. Who is Hassan Mia?

20 A. He was -- Hassan Mia?

21 Q. Yeah. Hassan Mia.

22 A. He was a friend of Eliot -- Is it Eliot
23 Cohen?

24 Q. Yeah.

25 A. He was a friend of someone's. Eliot or

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1 one of Eliot's contacts who flew in from the West
2 Coast, and he had been purported to be associated
3 with - had sold one of his first high tech companies
4 out and - and then was involved in some way with Real
5 Player or Real Audio or whatever, but my sole contact
6 was when he flew in for the weekend and we met him.
7 Or I believe that's my sole contact.

8 What date is that?

9 Q. 5/24/99. I suspect that's a weekday.

10 A. No, I think it was a weekend. They flew
11 in on a weekend. Wait a minute. 4/24. Let me see.

12 Q. 5/24.

13 A. 5/24.

14 Q. Because you've also got a conference that
15 day with - or, rather, D. Thompson had a conference
16 with you regarding confidentiality issues.

17 A. Okay. Well, maybe Hassan Mia was here
18 twice for longer periods of time. Or I could have
19 talked to Thompson separately.

20 Q. How about this one for 5/26/99, the
21 1.0-hour entry?

22 MR. TRIGGS: What's your question?

23 Q. It says, review of patent; set up patent
24 conference; arrange follow-up on shares. You reviewed
25 the patent?

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199. Since to opine one would assume you reviewed the technologies not with closed eyes but with open eyes describe the inventions as you saw them. Is it proper to **not** represent someone on patents and still further to not have a conflicts check done and more so manage patent pools which could be the biggest infringer of Iviewit



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technologies and then opine on such technologies you know little about to third parties for investment?



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1 A. Well, I reviewed what I had. We came
2 back -- If you noticed, we went on the trip on 5/25.
3 At that meeting, for the first time, Eliot displayed
4 to all of us a new product. A video product. And I
5 was driving with his - with his father and with Jerry
6 Lewin in one car and Eliot was in another car, and as
7 we were driving back I said - I asked the question, I
8 said, this new product, is this - what have you done
9 on the patent on this? And Eliot told us all - he was
10 on the phone, he was in another car - he told us all
11 that they hadn't done any work on that yet.

12 So what I did was, I - Eliot had - as he
13 had the patents, he wanted us to lock them up, so I
14 had them locked up. So I pulled - when we returned, I
15 pulled up the locked up patents out to make sure I had
16 them. So I was reviewing them, and we determined we
17 were going to have to set up a conference to make sure
18 he was covered with Joao and everybody to see what to
19 do in view of this new development.

20 So reviewing the patent -- There's
21 reviewing the patent and reviewing the patent. If
22 you're saying reviewing it substantively, no.
23 Reviewing it to see that I have what was supposedly
24 the patent in the right thing and what everyone was
25 going to talk about in the conferences, yes.

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1 Q. Okay. Well, maybe I misunderstood part of
2 your earlier testimony. You said you looked at the
3 patents to figure out whether or not - maybe I'm
4 mistaken - they covered the issue and whether or not
5 to bring it to Joao's attention?

6 A. No, I wasn't looking to see if it covered
7 the issue. I was looking to see if -- I was looking
8 to see what I had in my filing cabinet Eliot had been
9 giving to me and to store away for him. And since we
10 were going to be talking in anticipation of the
11 conference saying I better pull this out, it was a
12 logistical thing, because I had no idea when we
13 started talking to Joao or whatever what he was - what
14 they were going to be referring to, because there was
15 not - whether it was going to be one patent, two
16 patents, three, if some were modifications or
17 whatever. So I was reviewing to see what I had.

18 Q. Okay. Well, let's go on to the last page,
19 the next page of the bill, I should say.

20 A. Right.

21 Q. Which is page 18.

22 A. Right.

23 Q. And I'm going to direct you to - actually,
24 let's see, there is 5/27/99.

25 A. Right.

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200. In this next section, describe why logistical patent review and overview which yields eloquent opines in your own opinion letter is different from regular patent review and overview?



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1 Q. It says 1.5, entry for you: Overview of
2 iviewit patent matters and corporate matters?

3 A. Right.

4 Q. What did that entail?

5 A. It would entail sitting down, taking a
6 piece of paper and seeing where we are on each thing;
7 who is doing what on corporate; who is doing -- Now
8 that we've gone to this weekend, now that we've gone
9 to these conferences, now that we see and really
10 giving myself an overview of who is doing what and who
11 is following through and on what patent matters and on
12 what corporate matters. Again, more logistical.

13 Q. I'm sorry, that's -- The only distinction
14 between that and the entry on 5/26 is what?

15 MR. TRIGGS: Object to the form. I think
16 he's testified as to what the entries were. You
17 want him to tell you again?

18 Q. What's the difference in the entry on 5/26
19 which says, review of patents and set up patent
20 conference, and 5/27, overview of patent matters?

21 A. Well, first of all, overview, it's
22 overview of patent matters and corporate matters. So
23 I was looking at -- I mean, a portion of it was the
24 patent matters, but a portion of it was the corporate
25 matters. So it's quite distinguishable on that. And

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1 as far as review of the patent, it was actually
2 looking at the real patent documents for the first
3 time to sort them out in anticipation of a conference
4 call we were going to have which resulted from Eliot
5 telling us he had not followed up with Joao in doing
6 the video.

7 And so, I mean, there were a bunch of
8 documents. So it was organizing, putting them
9 together in anticipation of the whole conference.

10 Q. Okay. And 5/28/99, D. Thompson II,
11 conference with D. Thompson it appears, according to
12 that?

13 A. Right. Re: patents and confidentiality
14 agreements?

15 Q. Correct.

16 MR. TRIGGS: What's your question?

17 Q. I don't see an entry for a meeting you had
18 with D. Thompson on that date.

19 A. I probably missed it. We don't always put
20 down our time.

21 Q. So it's a freebee. Is that how that one
22 works?

23 A. I would say that mine is probably subsumed
24 by 5/28, a meeting as to patent issues and management
25 matter.

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201. This next series of questions brings another company that you seem to not know about, although you did all of the corporate work for almost \$800,000.00, describe how you do not know about the companies and now that you have time to review your records please detail these companies.



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- a. Refer to the certificate of cancellation for Iviewit LLC and describe this company with all of its shareholders. If you were one of the minority shareholders with PR stock in the firm, it would seem you would know what happened to the Company with your stock.



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1 A. No.

2 Q. Do you recall a corporation named I.C.,
3 Inc.?

4 A. I.C., Inc.?

5 Q. Yeah.

6 A. How do you spell that?

7 Q. Capital I capital C, Inc.?

8 A. Where is it?

9 Q. It's on page four.

10 A. No.

11 Q. Do you know if any corporation, I.C.,
12 Inc., was ever formed?

13 A. No.

14 Q. In that same entry, it also says
15 preparation, certificate of cancellation of iviewit
16 LLC? Do you have any knowledge of that?

17 A. I don't have any recollection of it.

18 Q. And this is after the September 8th, 1999,
19 engagement letter, is that correct?

20 A. Correct.

21 Q. And iviewit LLC was the party that entered
22 that engagement letter with Proskauer Rose, is that
23 correct?

24 MR. TRIGGS: Objection. You have now
25 covered that issue about five, six times.

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1 MR. SELZ: This is my twelfth.
2 A. Yes.
3 Q. Yes?
4 MR. TRIGGS: Date hasn't changed, Steve.
5 MR. SELZ: Time hasn't, either.
6 MR. TRIGGS: Apparently.
7 Q. Who is Mr. Assaf, A-s-s-a-f?
8 A. Mr. Assaf.
9 Q. I'm sorry, Assaf.
10 A. He was an investor.
11 Q. Any particular organization that he was
12 with, Mr. Assaf?
13 A. He was chairman of Sensormatic Electronics
14 Corporation. But he was al - he's also a great
15 philanthropist in town and a - and he's invested in
16 considerable number of corporations. So they asked -
17 I - they were constant -- Sy and Jerry and everybody
18 else was constantly asking for new sources, so they
19 asked me to talk to him, so I did --
20 Q. Okay.
21 A. -- to see if he had any interest. And he
22 actually did come over once, and I don't know if this
23 is the first time or the second time --
24 Q. There's an entry --
25 A. -- or the third time that I talked to him.

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202. In introducing Ronald Asaf of Sensormatics to the Company, did you see application for Iviewit technology for Asaf and his companies, if so describe all uses you thought would be complimentary and any uses you are now aware of? Did you



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secure an NDA for Asaf and are you aware of any potential infringement of the NDA?

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1 MR. SELZ: This is my twelfth.

2 A. Yes.

3 Q. Yes?

4 MR. TRIGGS: Date hasn't changed, Steve.

5 MR. SELZ: Time hasn't, either.

6 MR. TRIGGS: Apparently.

7 Q. Who is Mr. Assaf, A-s-s-a-f?

8 A. Mr. Assaf.

9 Q. I'm sorry, Assaf.

10 A. He was an investor.

11 Q. Any particular organization that he was
12 with, Mr. Assaf?

13 A. He was chairman of Sensomatic Electronics
14 Corporation. But he was al - he's also a great
15 philanthropist in town and a - and he's invested in
16 considerable number of corporations. So they asked -
17 I - they were constant -- Sy and Jerry and everybody
18 else was constantly asking for new sources, so they
19 asked me to talk to him, so I did --

20 Q. Okay.

21 A. -- to see if he had any interest. And he
22 actually did come over once, and I don't know if this
23 is the first time or the second time --

24 Q. There's an entry --

25 A. -- or the third time that I talked to him.

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203. In this next series of deposition questions, you talk about patent theft being reported to by an inventor and infringements. As an attorney who was also a shareholder, who was also patent counsel who was also general counsel who also acted as an advisory board member, the Iviewit shareholders are concerned exactly what patent thefts were reported to you and what did you do in response to these allegations and in keeping with the many fiduciary responsibilities each of your hats would require? Were investigations conducted? Did you report such patent theft to the police or federal agencies? Is patent theft a common complaint to the real estate department?



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1 things we had going. It could have been -- At one
2 time, I don't know if - I can't say whether this is
3 the time or not, but there were occasional matters
4 that - that came in that were threatened or whatever.

5 For instance, Jim -- For instance, the
6 person from New Jersey, Armstrong wanted to get his
7 money back or - and so he threatened a lawsuit, and
8 this could have been a response letter or something
9 else like that.

10 From time to time there were peripheral
11 litigation matters. I don't know if any of them
12 blasted into full-fledged lawsuits. I don't recall.

13 Q. Okay. How about on -- Let's see, we've
14 got the ninth page of that billing statement.

15 A. All right.

16 Q. 1/11/2000, 1.0, conference with
17 Mr. Bernstein regarding patents and infringement.
18 That doesn't sound administrative to me. Could you
19 describe what that activity was?

20 MR. TRIGGS: Object to the preface as
21 argumentative.

22 MR. SELZ: I'll retract that.

23 Q. Could you describe for me what that was
24 dealing with, sir?

25 A. I can't remember. But Eliot was disturbed

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1 that - at times that people may have been trying to
2 steal his patents. So I believe he came in and talked
3 to me about it.

4 Q. And the same day there is another
5 conference with Eliot Bernstein for an hour.

6 A. Right.

7 Q. And a one-hour conference with Mr. Utley.

8 A. Right.

9 Q. And a one-hour conference with Mr. Joao.

10 A. Right.

11 Q. And another one-hour conference with
12 Mr. Thompson and Mrs. Robbins regarding work.

13 A. Right.

14 Q. Whatever that was.

15 A. Right.

16 Q. And another half hour conference with
17 Mr. Lewin regarding patents.

18 A. Right.

19 Q. And then another half hour conference with
20 Mr. Bernstein, Mr. Utley, regarding status of patents
21 and corporate setup.

22 A. Right.

23 Q. And then you've got another entry for 8.75
24 hours -- I'm sorry. That's Robbins. I'm sorry.

25 A. Robbins.

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1 Q. I'm sorry.

2 A. You are going to commend me on working so
3 hard.

4 Q. I was going to say, you got to cut back.
5 So you have - but again, it references --
6 Do you have anything with regard to that - those ones
7 referencing patents, the 1/11/2000 to --

8 A. I don't recall exactly. So - I mean, it
9 would be speculation. I would believe they're all
10 related, to be honest with you.

11 Q. Again, I know you have answered this, but
12 I just want to make sure, you don't have any more
13 comprehensive notes as to the services provided, other
14 than what's contained in these billing statements, is
15 that correct? You don't have a handwritten billing
16 statement that has a more complete description of the
17 services?

18 A. No, no, no.

19 Q. Or you don't have some interim billing
20 statement and then it's produced or redacted or
21 whatever?

22 A. No. Here's the name of the person, Cris
23 Branden was his last name, at Huizenga Holdings --

24 Q. Okay. Thank you.

25 A. -- that we were concerned about.

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204. In this next series of questions, you seem confused about the transactions for the corporate structure you structured and seem to not explain which companies are which and which changed names to which. It would appear to shareholders that the coordination of corporate name changes that happen on 1/12/00 is so precise and



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exact that one would assume that you were fully aware of this transaction. It happens that Uview.com, Inc. changed its name to Iviewit Holdings, Inc. as was intended. What appears not to have been intended was that some two weeks before Uview.com, Inc changing its name a company with an identical name was opened to the one Uview.com, Inc. was changing its name to Iviewit Holdings, Inc. Now on 1/12/00 at 9:00am, the two-week-old Iviewit Holdings, Inc. changed its name to Iviewit Technologies, Inc. and at 9:01 am, Uview.com, Inc. changed its name to Iviewit Holdings, Inc. To time this transfer with such precision would have required careful planning and attention to detail as one would not want confusion between the entities, especially if patents were being transferred to either. Yet, your deposition leaves you utterly lost for what exactly was going on with the Iviewit entity structure that you billed approximately \$800,000.00 for. Now that you have time to review, outline the Company structure as you created it, show the name changes and ownership for each entity. You state that Iviewit Holdings, Inc. is a party to the lawsuit, which Iviewit Holdings, Inc. do you refer to Iviewit Holdings, Inc. (fka) Uview.com, Inc. or Iviewit Technologies, Inc. (fka) Iviewit Holdings, Inc.

- a. In the two weeks that Iviewit Technologies, Inc held the name Iviewit Holdings, Inc., were any transfers of Intellectual Property made and if so by whom and to what entities? Describe all transactions for the period of December 1999 and January 2000 that changed corporate structure or intellectual property assignments.



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1 Q. Okay. Now, there's a - there's an entry
2 here which is 1/12/2000 with J. Zammas.

3 A. It's a paralegal.

4 Q. Paralegal. Right.

5 A. All right.

6 Q. Okay. Fax Articles of Amendment for
7 iviewit Holdings, Inc., uview.com, Inc., to
8 CorpAmerica for filing, work on due diligence.

9 A. 1/11 is this?

10 Q. I'm sorry, 1/12.

11 A. Wrong page.

12 MR. TRIGGS: Page 11.

13 Q. Page 11.

14 A. Okay.

15 Q. 1/12.

16 A. 1/12.

17 Q. J. Zammas.

18 A. Fax Articles of Amendment for iviewit
19 Holdings, Inc. and uview.com and to CorpAmerica for
20 filing. All right.

21 Q. Okay. Those entities, uview.com, Inc.,
22 and iviewit Holdings, Inc., aren't parties to this
23 action, are they?

24 MR. TRIGGS: Iviewit Holdings, Inc.?

25 MR. SELZ: Iviewit -- You've got --

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1 A. Iviewit Holdings, Inc., is.

2 Q. Is, but uview.com, I'm sorry, isn't.

3 A. Well, uview.com was, as I recall -- I
4 mean, I have to go back and look at our charts and
5 things like that. But it might have been a
6 predecessor to one of these. That's my point. I
7 mean, there were name changes. As we did mergers and
8 that, just like in any corporate matters, once you
9 effect the merger and make the transfers, then
10 sometimes you change the name again.

11 So I don't know the answer to that
12 question. Iviewit Holdings, Inc., is definitely a
13 party to this. Uview.com, Inc., I think became
14 something else. I think the name was changed.

15 Q. How about this entry, January 14th, 2000,
16 page 12. It's under D. Thompson II. .75, conference
17 and analysis with attorneys C. Wheeler and G. Coleman
18 regarding securities and technology issues.

19 A. Right.

20 Q. Do you recall what that was involving?

21 MR. TRIGGS: Object to form.

22 A. Conference and analysis with attorneys
23 regarding -- Well, I don't know if it was one
24 conference or two. So what -- You talk to Gayle
25 Coleman regarding securities. I don't know if it was

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205. In regard to the Wachovia Private Placement Memorandum that you co-authored, controlled distribution for, billed for and forgot at your deposition if it had been used, provide a detailed accounting for all business plan related billing done by your firm



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and what Company each plan was for. In your deposition, you are unclear as to if the plan ever went through, review the email from John Deering [EXHIBIT \("K"\)](#) and recall if out of the twenty PPM's at that time if any went to friends of yours?

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1 a conference with the two of us or two separate
2 conferences. So, no, I don't recall what it is.

3 Q. How about on January 14th, 2000, it says
4 conference with Mr. Utley and Mr. Rubenstein?

5 A. Uh-huh.

6 Q. Is that Ken Rubenstein?

7 A. Uh-huh.

8 Q. You have to say yes or no for the court
9 reporter.

10 A. Yes. I'm sorry.

11 Q. Do you have any recollection as to what
12 that conference was about?

13 A. No.

14 Q. Was that in person or was that telephonic?

15 A. Telephonic. I mean, Utley was probably
16 with me in person, and Rubenstein was probably on the
17 line.

18 Q. Do you have any recollection at all what
19 you discussed?

20 A. No.

21 Q. And this was past the initial formation
22 phase of the corporation? This was in January of 2000
23 already, is that correct?

24 A. Correct.

25 Q. What was Investech, if you know?

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1 MR. TRIGGS: Point him to a place in the
2 bill.

3 A. That was Huizenga's subsidiary. That was
4 the affiliated company. That was his - that's his
5 high tech affiliate. I believe that's correct.

6 Q. How about - I don't know if you have any
7 information on this, but let me ask it to you. It's
8 on January 14th, 2000, G. Coleman.

9 A. Uh-huh.

10 Q. 3.25 entry. It's a telephone conference
11 with Martha re: private offering memorandum; telephone
12 conference with E. Lewin re: audited financial
13 statements; interoffice conference with R. Thompson.
14 Then it goes, preparation of revisions to intellectual
15 property risk factors.

16 A. Uh-huh.

17 Q. Interoffice conference with C. Wheeler
18 regarding potential intellectual property
19 infringement.

20 A. Uh-huh. She was doing a Private Placement
21 Memorandum, so she was explaining how she was
22 approaching it.

23 Q. Would she prepare some kind of --

24 A. Well, I mean, it says the disclosure.
25 There was a private placement they were putting

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1 together. I don't think the private placement ever
2 came to fruition. I think it was called off. I could
3 be wrong. Maybe the document was used. I'd have to
4 go back and check.

5 Q. When iviewit LLC was dissolved, did you
6 ever make an attempt to get any other signed retainer
7 agreement?

8 A. No.

9 Q. Or signed engagement agreement from any of
10 the other entities?

11 A. No.

12 Q. Was there any particular reason why you
13 didn't?

14 A. No.

15 Q. There's an entry on the next page, page
16 14, 1/17/2000, G. Coleman. I don't know if you've got
17 any information about this. But it says, conference
18 with E. Lewin regarding financial information;
19 telephone conference with K. Rubenstein regarding
20 potential or possible infringement it says.

21 A. Uh-huh.

22 Q. Do you have any information about that at
23 all?

24 A. No.

25 Q. Did you --

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1 A. But since he was doing a securities
2 document, I - I mean, it speaks for itself. She was
3 probably talking to him about doctrinaire matters.

4 Q. Was there ever a Share Exchange Agreement
5 that was executed with Investech?

6 A. I'd have to check my files. I - I think
7 there was a Share Exchange Agreement that was executed
8 by virtue of the re -- There was a reorganization
9 approximately about this time, and we needed the
10 cooperation of all the shareholders. So I believe
11 that that's - it was part of that - that, but I have
12 to check to be certain.

13 Q. How about Crate Investments?

14 A. Where is - what page?

15 Q. Page 17. January 26 entry. Conference
16 with Brian Utley - it's not your entry - but regarding
17 Alpine and Crate Investments.

18 A. Whose entry is it?

19 Q. D. Thompson.

20 A. With Alpine and Crate Investments. I'm
21 not familiar with Crate Investments. But there were
22 numerous -- I mean, they had a list of investors they
23 were trying to get to invest, so --

24 Q. How about the next entry. It says - it's
25 an entry from you, .25, conference as to follow-up on

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1 our money?

2 A. Okay.

3 Q. Whose money is that?

4 MR. TRIGGS: What - what's the date there?

5 MR. SELZ: January 26, 2000.

6 A. I don't know what that means.

7 Q. Was it money for the -- Well, strike that.

8 You already said you don't know.

9 A. It doesn't sound appropriate. I think
10 it's more of a typo. It must - handwriting. I don't
11 know what our means, so I don't know. It might be
12 something else.

13 I mean, it doesn't sound like in
14 character.

15 (Thereupon, a document was marked as
16 Defendant's Exhibit Number 7 for identification
17 by the reporter.)

18 Q. Okay. How about the entry on - this is on
19 the third page of this billing statement at the very
20 bottom. It's 3/10/2000. C. Wheeler. 25, conference
21 with B. Utley and M. Robbins regarding preparation of
22 employment agreement.

23 Do you recall whose employment agreement
24 that was?

25 A. I think it was -- No, I don't recall, but

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-----Original Message-----

From: Eliot I. Bernstein [<mailto:eliot@iviewit.com>]

Sent: Friday, January 05, 2001 7:01 PM

To: Brian G. Utley; Maurice R. Buchsbaum; Joe S. Lee (E-mail); John D. Deering (E-mail)

Subject: [FW: iviewit PPM Distribution Update](#)

[David Colter of Warner Brothers knows Jim Orlando ot of San Jose at Battery Ventres and told Jim to review iviewit's site. Hope this helps.](#)

-----Original Message-----

From: Joe Lee [<mailto:Joe.Lee@WachoviaSecurities.com> <<mailto:Joe.Lee@WachoviaSecurities.com>>]

Sent: Friday, January 05, 2001 4:47 PM

To: 'Brian Utley'; 'Maurice Buchsbaum'

Cc: 'Eliot Bernstein'; 'ray@iviewit.com'; 'hpowell@cb-ventures.com';

John Deering

Subject: iviewit PPM Distribution Update

Gentlemen,

[Attached you will find a summary of the PPM distribution. We have contacted](#)

[20 investors: 16 have PPMs and 4 have passed.](#)

We will make another round of calls to those with the books beginning Tuesday since Mondays tend to be partner meetings.

Regards,
Joe

<<PPM Distribution Management to Company 01-05-01.xls>>

Joe Lee
Investment Banking
Wachovia Securities, Inc.
(P) 404-240-5023
(F) 404-240-5121
joe.lee@wachoviasecurities.com

206. In this next series of questions again you seem confused and unclear with regards to corporate formation and the state of the entity, Iviewit LLC. in which PR has its shares of stock and there appear to be core patents in. Provide detailed answers to the deposition questions, as you were foggy at the time without your notes, etc.



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T. 1 by the looks of it. No, it's 2000, I'm sorry, because
2 it's a carryover from December. But it's by M.
3 Robbins, last entry, 6.0? Do you recall if iviewit
4 LLC was reinstated or restored?

5 A. I don't know what was involved in that, to
6 be honest with you. It was more ministerial stuff
7 that they were going through.

8 Q. Why was it ministerial? What was the --

9 A. Well, they didn't have to get me involved,
10 obviously, whatever it was. Mara Robbins was
11 overseeing it. It's clear that -- So I don't - I
12 don't know what was involved in that. Rocky Thompson
13 was overseeing it. I just don't know what was going
14 on there.

15 Q. How about on 12/08, next page, page five,
16 where you have - you've got three entries dealing
17 with --

18 A. I mean, this is all part of a potential
19 reorganization that was going on at that time and a
20 changing of the corporation. So I don't - it had been
21 determined for tax and other various reasons. Go
22 ahead.

23 Q. No. 12/08. It says conference with
24 Mr. Hersh re: capitalization; conference as to
25 priorities on projects?

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207. In this next series of questions, you are asked about Kenneth Rubenstein and his involvement throughout the bill as a named partner, the only partner who does not bill for time spent on the Iviewit account. Rubenstein who claims no involvement is



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repeatedly counseled and making representation to third parties and yet he never bills a minute of time. Is this practice of working on client accounts, whereby you may have a large conflict of interest with the client, and then not billing properly for your time, a common practice of PR? Indicate how much charity work Rubenstein has done for other clients since 1998. You state his time on the account was minimal, so this appears an admission that contradicts both Rubenstein and your own prior statements to the Florida and New York Bars and the 15th Civil Circuit Court whereby you state that PR did NO patent work for Iviewit whatsoever and that Rubenstein never worked on the account. Provide an explanation for how Rubenstein did minimal work and then claims to have never done any work.



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1 of thing.

2 Q. So representation with regard to --

3 A. I'd have to see them exactly to tell you.

4 Q. Now, we talked earlier that there were -
5 there were intellectual properties that were involved,
6 and let's see if I have a billing entry.

7 A. Are we done with this exhibit?

8 Q. Yeah. We are.

9 MR. BERNSTEIN: Steve?

10 MR. SELZ: Yeah.

11 MR. BERNSTEIN: What was that? I missed
12 the last part.

13 MR. SELZ: No, I didn't finish it.

14 MR. BERNSTEIN: Okay.

15 Q. Okay. We started talking about some of
16 these entries. We've got --

17 Okay. I think we already talked about
18 there were some entries here dealing with intellectual
19 property review and incorporation. We went over that.
20 Let's see.

21 Do you know if Ken Rubenstein ever billed
22 on any of the matters or any references that he had
23 for any of the work for iviewit?

24 A. I don't believe he did.

25 Q. Do you know why that would be the case?

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1 A. I think his time was minimal on it, and it
2 was --

3 Q. Back in, let's see, what was this? June
4 of 1999, was - let's see, I'm sorry, January '99 --
5 Here. February of 1999. Was Mr. Rubenstein
6 affiliated or associated with Proskauer Rose? Let's
7 see, which exhibit is that?

8 A. February of 1999?

9 Q. Yes.

10 A. So we started work in January of 1999.

11 Q. Correct.

12 A. I believe so.

13 Q. Let me just double-check my notes. 2/17.
14 There is an entry here, 2/17/99, dealing with
15 telephone call to Mr. Rubenstein regarding patent
16 advice. I think you already said you don't have any
17 specific recollection what was said at that
18 conference, is that correct?

19 A. Right. But -- Right.

20 Q. Does Proskauer Rose maintain any kind of
21 records regarding Internet web site visits in
22 correlation to the billing provided to iviewit? In
23 other words, did you keep any kind of log as to time
24 spent doing - other than the billing statements
25 themselves - any kind of log keeping track of how much

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208. In this next statement you claim that Gerald Stanley of Real3D was part of General Electric, provide an exact breakdown of whom Real3D was and when and whom it was sold to, provide any public information on such transaction. Has PR



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ever represented any of the Real 3D consortium or Intel. Provide details of any relationship from 1998 to present.

- a. You claim that you did not know if the products (inventions) were all covered prior to the scheduled disclosure meeting with Real3D and that you were not sure that they were not until after the meeting. Explain how you had set up a meeting to disclose inventions with your referral Real3D and Gerald Stanley and a team of engineers spawning Real3D, Intel, SGI and Lockheed Martin and you were unclear as to if the inventions being disclosed were protected. It appears that you did not have any patent counsel available to attend this meeting or to confirm the existence of patent applications on the inventions and could not ascertain this until after the meeting. Is it common for a real estate partner of PR to attend a 13 hour billed for meeting for technology disclosures to Intel amongst others and not have any patent counsel available to answer questions, including if inventions were covered?
- b. What day did you learn of the Iviewit video invention? Had you ever seen Iviewit video prior to the Real3D meeting? If so, describe the process whereby you personally learned how to view the Iviewit video process. Who taught you how to view such Iviewit video?



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1 was there ever a time when it was represented that Ray
2 Joao was involved with Proskauer, was involved with
3 Proskauer directly, either as a partner or associate
4 or anything of that nature?

5 A. Not to my knowledge.

6 MR. TRIGGS: Object to form.

7 A. To who?

8 Q. To anyone who attended a board meeting or
9 anything of that nature.

10 A. Not to my knowledge.

11 Q. Do you recall any meetings with
12 Mr. Stanley?

13 A. Jerry Stanley.

14 Q. Yes.

15 A. Yes.

16 Q. And what were those meetings dealing with,
17 if you can recall?

18 A. He was Real 3D. He was the expert from
19 Real 3D.

20 Q. Right. Who came down from Orlando I think
21 you said?

22 A. Right. He had been out - I contacted him
23 when he was out visiting Intel. Real 3D had been part
24 of General Electric. Had been sold to -- I believe it
25 was part of General Dynamics at that time, and so I

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1 contacted him, and he was kind enough on one of his
2 journeys in South Florida to stop and see the product.

3 Q. Okay.

4 A. I explained that.

5 Q. Right. At that point in time, can you
6 recall if all the copyright and trademark protections
7 for Iviewit's products were in place?

8 MR. TRIGGS: Object to form.

9 A. Well, no. Okay. The -- I'm not the right
10 person to ask that question because I wasn't doing the
11 trademark and copyright. But if - but I - I can tell
12 you that I've already said on the record that when we
13 were driving back from the meeting in Orlando --

14 Q. Right. The video product.

15 A. That we discovered that Eliot advised his
16 dad and Jerry Lewin and myself that he had not done
17 anything with Ray Joao on the video.

18 Q. Okay.

p205 119-21 From that standpoint, it is my understanding that the patent work had not been completed regarding the video product, but that I did not know if the copyright and trademark work had or had not been completed regarding the video product. Reason -

19 A. So the answer to your question is, from
20 that standpoint, after that meeting I knew that he had
21 not put anything in place.

22 Q. Okay. How about with regard to any of the
23 other aspects of U.S. products?

24 A. I was not aware.

25 Q. You were checking on the status of the

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1 copyrights and the trademark?

2 MR. TRIGGS: Object to form. As to when?

3 Q. As to when this occurred, back in -- When
4 was it?

5 MR. TRIGGS: What occurred?

6 Q. 4/21/99 or thereabouts. The meeting with
7 Mr. Stanley.

8 A. There were certain times when it's
9 reflected I was checking on the status of copyrights
10 and trademarks.

11 Q. All right. Was there ever a nondisclosure
12 agreement that you're aware of that Mr. Stanley
13 signed?

14 A. Yes. I believe they signed -- My
15 recollection is they signed nondisclosure agreements.
16 They signed confidentiality agreements.

17 Q. Okay. Which is basically, obviously, the
18 same thing, nondisclosure.

19 A. Correct.

20 Q. The business plan itself for iviewit, did
21 that include references to the intellectual properties
22 that iviewit held?

23 A. It depends on what stage you meant the
24 business plan.

25 Q. Okay. The latest iteration of the

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209. In this next series of deposition statements, you claim to not have been involved in the business plan. After reading the deposition statement, review the selected billings from PR for the BP and describe what these billings represent and what business plans they represent, including the Wachovia Private Placement



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Memorandum and the Gruntal & Co. work. Detail all business plan work performed for any Iviewit company by all partners for the entire billing of PR.

1 copyrights and the trademark?

2 MR. TRIGGS: Object to form. As to when?

3 Q. As to when this occurred, back in -- When
4 was it?

5 MR. TRIGGS: What occurred?

6 Q. 4/21/99 or thereabouts. The meeting with
7 Mr. Stanley.

8 A. There were certain times when it's
9 reflected I was checking on the status of copyrights
10 and trademarks.

11 Q. All right. Was there ever a nondisclosure
12 agreement that you're aware of that Mr. Stanley
13 signed?

14 A. Yes. I believe they signed -- My
15 recollection is they signed nondisclosure agreements.
16 They signed confidentiality agreements.

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18 same thing, nondisclosure.

19 A. Correct.

20 Q. The business plan itself for iviewit, did
21 that include references to the intellectual properties
22 that iviewit held?

23 A. It depends on what stage you meant the
24 business plan.

25 Q. Okay. The latest iteration of the

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1 business plan that was produced or that you were
2 involved with, did it contain representations
3 concerning intellectual properties?

4 A. We weren't intimately involved in the
5 business plan, so I really don't recall the latest
6 reiteration. No.

7 Q. Do you know if Ken Rubenstein was ever
8 listed as an advisor to the board of directors or an
9 advisor to iviewit in any documents?

10 MR. TRIGGS: Object to the form. By whom?

11 Q. (By Mr. Selz) Do you know if Ken
12 Rubenstein was listed --

13 A. In any documents?

14 Q. -- by iviewit or - in any documents that
15 were submitted to any third parties as an advisor or
16 was represented as an advisor to the board?

17 A. Not - not that I'm aware of.

18 Q. What was the last business plan for
19 iviewit that you can recall seeing?

20 A. Well, I don't recall. I don't -- I
21 actually don't recall the last business plan. I mean,
22 the reason is, everything kept on changing so much.

23 Q. Was there ever any problem with
24 erroneously issued stock or anything of that nature
25 that you're familiar with?

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01/06/99 C WHEELER 1.50 Review of prospectus; conf as to nature of work

01/26/99 G GOLDMAN 1.00 Reviewing IVIEWIT's business plan for patentability opinion; conducting an on-line Internet search.

04/14/99 C WHEELER .50 Receipt of business plan; begin review of same

04/15/99 G COLEMAN 1.75 Study and review the current form of business plan. Preparation of summary memo re: comments.

04/29/99 K HEALY .50 Draft Authorization and Release; review Business Plan

04/30/99 K HEALY .50 Review Iviewit Business Plan

08/09/99 C WHEELER 1.50 Review of business plan

08/11/99 D THOMPSON II .75 Conference with Attorney C. Wheeler re Business Plan; prepare disclaimers re same.

08/11/99 C WHEELER 2.00 Conf with Mr. Bernstein; conf with Mr. Utley; call to Mr. Epstein; brief conf with Mr. Epstein; conf with Mara Lerner re subscription agreements; call to Mr. Henninger re meeting and business plan;

08/11/99 C WHEELER .25 Conf with Mr. Utley re business plan and Real 3D

08/11/99 C WHEELER 2.50 Review of business plan; conf with Mr. Utley; conf with Mr. Bernstein re changes

08/11/99 M ROBBINS 3.00 Research Delaware corporate statutes re: merger and voting rights. Review received note subscription agreements. Preparation of promissory notes for execution and mailing. Inter-office conferences with Zamas re: preparation of notes and documentary stamps. Preparation of correspondence to E. Bernstein. Inter-office conferences with Zamas re: issuance of promissory notes. Review files re: business plan legend. Revisions to correspondence to E. Bernstein. Inter-office conference with Thompson re: merger and voting rights. Inter-office conferences with Wheeler re: business plan review and intellectual property matters.

08/13/99 C WHEELER 2.00 Arrange transmittal of various business plans; preparation of correspondence re same; message from Mr. Henninger

09/30/99 C WHEELER 3.00 Conference w/Brian Utley; conference with Mr. Bernstein; review of status re confidentiality agreement; conference as to transfer of patent information, business plans



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12/10/99 D THOMPSON II .25 Conference with Attorney Gayle Coleman re private placement memorandum.

12/14/99 G COLEMAN 5.00 Conference with Guy Iantoni and M. Robbins re: agreement for photo/videographer (independent contractor). Study and review form of LLC Agreement. Preparation of form private offering memorandum.

12/14/99 M ROBBINS 4.75 Review document forwarded to E. Lewin re: noteholders for reconciliation. Meeting with G. Iantoni and G. Coleman. Inter-office conferences with Gayle Coleman re: independent contractor agreement for photographer/videographer. Revisions to License Agreement. Draft and preparation of Jenex termination letter. Telephone conferences with J. Lewin re: transfer of shares to David Bernstein, assignment of notes from iviewit.com to uview. Telephone conferences with NY library re: Dan Socolof. Telephone conferences with E. Bernstein re: Dan Socolof. Preparation

of e-mails re: independent contractor agreements. Review S-B Rules re: officer and

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of e-mails re: independent contractor
agreements. Review S-B Rules re: officer and

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director questionnaires and general securities issues relative to PPM. Telephone call to S. Bernstein. Preparation of e-mail to Gayle Coleman re: control persons. Preparation of private offering memorandum.

01/10/00 M ROBBINS 8.50 Multiple inter-office conferences with Gayle Coleman re: name changes and corresponding documentation. Telephone conference with Brian Utley re: D&O Questionnaire. Meeting with Jerry Lewin re: completion of D&O

01/10/00 A LEVY 1.00 Work on bio for PPM; review documents re name changes.

01/14/00 M ROBBINS 6.25 Telephone conference with Rodney Bell re: due diligence materials. Meetings with E. Lewin re: additional due diligence items. Telephone conferences with Maurice Buchsbaum and Eliot Bernstein re: business plan. Inter-office conference with Gayle Coleman re: private offering memorandum, revisions to offering memorandum re: risk factors for potential infringement and business plan. Review annotated due diligence list and conferences

with Jill Zammas re: same. Revisions to stockholder lists of iviewit entities. Preparation of memorandum to corporate department re: iviewit structure and organizational charts. Meeting with Erika Lewin re: business plan and audited financials. Preparation of e-mail to Gayle Coleman re: business plan and financials. Draft and preparation of correspondence to Rodney Bell. Preparation of e-mail to Jill Zammas re: due diligence request list documents. Inter-office conferences with Rocky Thompson re: dissolution of iviewit LLC, acknowledgment agreement to employment agreement for stock splits, Investech share exchange, minority shareholder exchange option.



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- 01/14/00 G COLEMAN 3.25 Telephone conference with Martha re: private offering memorandum. Telephone conference with E. Lewin re: audited financial statements. Inter-office conference with R. Thompson re: private offering memorandum and information to be included. Preparation of revisions to intellectual property risk factors. Inter-office conference with C. Wheeler re: potential intellectual property infringement. Multiple inter-office conferences with M. Robbins re: due diligence, private placement and infringement issues. Preparation of chart for corporate restructure. Multiple inter-office conferences re: business plan.
- 01/17/00 M ROBBINS 6.50 Inter-office conferences with Gayle Coleman re: business plan. Inter-office conferences with Jill Zammis re: forwarding additional due diligence documents to Rodney Bell, revisions to list of due diligence documents and circulation of memo to corporate department and iviewit re: due diligence documents forwarded to Rodney Bell. Review and revise due diligence documents list. Review iviewit LLC Agreement re: dissolution. Inter-office conferences with Gayle Coleman re: financials for offering memorandum. Telephone conferences with Spencer Romoff re: tax matters relative to share exchange option agreement. Review and preparation of comments to business plan. Review and revise organizational lists.
- 01/17/00 G COLEMAN 7.75 Inter-office conference with R. Thompson re: financial disclosure issues. Inter-office conference with R. Thompson re: risk factors related to intellectual property. Multiple inter-office conferences with M. Robbins re: corporate structure and business plan modifications. Conference with E. Lewin re: financial information. Telephone conference with K. Rubinstein re: possible infringement. Review and comment on proposed form of Business Plan. Study and revise form of warrant certificate for Emerald Partners.
- 01/18/00 M ROBBINS .25 Telephone conference with G. Coleman re: business plan.
- 01/18/00 G COLEMAN 5.00 Preparation of revisions to form of Warrant for Emerald Partners. Inter-office conference with A. Levy re: same. Preparation of revisions to risk factors relating to intellectual property and to private offering memorandum. Preparation of revisions to business plan.



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02/01/00 C WHEELER 1.00 Conference w/B.Utley; conference w/M.Robbins; conference w/R.Thompson; arrange for follow up re business plan

02/01/00 M ROBBINS 8.00 Inter-office conferences with A. Levy re: furniture documentation. Preparation of binder for Cris Branden. Inter-office conferences with Jill Zammass re: issuance of stock certificates to Investech and iviewit Holdings. Meeting with Buchsbaum re: capitalization. Multiple telephone conferences with George Villasana re: due diligence. Inter-office conferences with Jill Zammass re: capitalization charts. Inter-office conferences with Rocky Thompson re: replacement stock certificates. Inter-office conferences with Jill Zammass re: form letter to stockholders regarding name change. Multiple telephone conferences with Erika Lewin re: balance sheets and accrual of compensation. Telephone conference with Chris Wheeler re: insert to business plan. Draft and preparation of insert to business plan re: corporate structure. Legal research re: notice of written action and inter-office conference with Rocky Thompson re: same. Inter-office conferences with Rocky Thompson re: corresponding issuance of shares to subsidiary. Preparation of correspondence to Cris Branden. Telephone call to Spencer Romoff re: tax issues for corresponding issuances. Calculation of shares for Alpine transaction. Inter-office conferences with Rocky Thompson re: Alpine share issuance and term sheet.

02/01/00 G COLEMAN 3.25 Modify business plan insert. Inter-office conference re: furniture documentation. Preparation of Intercompany assignment of IP. Inter-office conference re: accredited investor issues. Calculations re: Alpine. Telephone conferences with E. Lewin re: balance sheet information. Inter-office conferences re: stockholder and share issuances.

06/04/00 I LEVIN .50 Review plan.

08/17/00 C WHEELER 1.00 Conf with Mr. Utley as to financing; review of business plan materials; conf as to Soros group

09/05/00 C WHEELER .50 Conf with Mr. Utley; review of Wachovia letter

12/01/00 C WHEELER .50 Conf with Mr. Hersh; arrange transmittal of business plan to prospective investors

01/15/01 G COLEMAN .75 Review business plan. Inter-office conferences with M. Robbins. Inter-office conference with R. Thompson.

210. Were you ever listed as the recipient of NDA's inside the business plans distributed?



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211. In this next series of questions define clearly if you had any knowledge or ever seen a business plan or disseminated a business plan to any third party whereby Kenneth Rubenstein was listed not only as an advisor but as retained Iviewit patent counsel.



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1 business plan that was produced or that you were
2 involved with, did it contain representations
3 concerning intellectual properties?

4 A. We weren't intimately involved in the
5 business plan, so I really don't recall the latest
6 reiteration. No.

7 Q. Do you know if Ken Rubenstein was ever
8 listed as an advisor to the board of directors or an
9 advisor to iviewit in any documents?

10 MR. TRIGGS: Object to the form. By whom?

11 Q. (By Mr. Selz) Do you know if Ken
12 Rubenstein was listed --

13 A. In any documents?

14 Q. -- by iviewit or - in any documents that
15 were submitted to any third parties as an advisor or
16 was represented as an advisor to the board?

17 A. Not - not that I'm aware of.

18 Q. What was the last business plan for
19 iviewit that you can recall seeing?

20 A. Well, I don't recall. I don't -- I
21 actually don't recall the last business plan. I mean,
22 the reason is, everything kept on changing so much.

23 Q. Was there ever any problem with
24 erroneously issued stock or anything of that nature
25 that you're familiar with?

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1 A. I don't - I have no recollection of it.

2 Q. Okay. There's an entry here of 5/12/99
3 just want to reference you to. Conference with Joao;
4 meeting with Thompson to arrange for confidentiality
5 agreements and generic agreements?

6 A. Uh-huh.

7 Q. Do you remember what those generic
8 agreements were?

9 A. Yeah, they were a generic form of a
10 confidentiality agreement so the company could use it
11 without coming back to us each time.

12 Q. So it was basically like a
13 fill-in-the-blank form?

14 A. As much as we could do it. Perhaps.
15 There might have been more than one. There might have
16 been the one that you use in this instance, the one
17 that you use in that.

18 Q. One for a potential investor, one for an
19 employee, one for a different situation than that? Is
20 that what you're referring to?

21 A. Right. Right.

22 Q. Do you recall --

23 A. Well, not exactly an employee. I don't
24 know. There would have been -- My recollection is we
25 were looking at a couple of variations of it for

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212. In the previous question there is a question regarding erroneously issued stock, whereby you claim to have no recollection at the time, now that you can review your materials, provide any and all stock for every Company issued for the Company's from 1998 through May 2001 in error. Account for shares and provide certificates



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either issued or cancelled. Account for the whereabouts of any missing or cancelled stock and all issued stock, how it was transferred, etc.

213. In this next series of deposition statements you define Donald “Rocko” Thompson as a corporate lawyer who would have to counsel others to develop software and technology licenses with major accounts for a client, explain why Thompson was chosen as counsel to draft in any way a technology license agreement with an account referred by PR to Real3D (INTEL, SGI, Lockheed Martin)? Explain why Thompson is doing the RYJO license? Explain why these were not done by patent and licensing experts who were involved and instead you chose a corporate lawyer who would need counsel, describe potential exposures that may have resulted from this arrangement.



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1 something like that might have their own?

2 A. Well, something like, yeah, the NBA or one
3 of the big companies out in Hollywood or something.
4 Or some of the high tech companies had their own very
5 specific ones that they would substitute.

6 Q. So you'd have to review those, obviously.

7 A. Unfortunately.

8 Q. So it didn't really work out with the idea
9 so easily with the generic form?

10 A. Well, it did for many. There - I know
11 these bills are voluminous, but the - the number of -
12 the number of points and contacts which iviewit made
13 in the period of time which they were very active was
14 considerable. I mean, they - they approached a lot of
15 people and talked to a lot of potential investors. So
16 the generic thing served its purpose many times, but
17 not at all times.

18 Q. Do you know if - if Mr. Thompson, D.
19 Thompson, did anything to evaluate a software
20 agreement or anything of that nature?

21 First of all, let's start with the more
22 basic question. Who is D. Thompson in your firm?

23 A. He's a senior counsel in our firm.

24 Q. Okay. What is his specialization?

25 A. Corporate law.

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1 Q. Corporate law. Does he have any
2 background in software or intellectual properties?

3 A. Intellectual properties, I don't know, but
4 software, it would depend on the nature of the
5 agreement.

6 Q. Okay. So you think he's qualified to
7 prepare a software agreement or a software licensing
8 agreement?

9 A. Well, he's qualified to prepare it. It
10 doesn't mean that he wouldn't call on other resources
11 within our firm to help him.

12 Q. Do you have any idea how much total time
13 was spent preparing confidentiality agreements for
14 iviewit?

15 A. No.

16 Q. Do you have any idea or do you have any
17 opinion as to what would be a reasonable amount of
18 time to prepare a generic confidentiality agreement?

19 MR. TRIGGS: Object to the form.

20 A. No, I don't. I'd have to -- I mean, it
21 would depend on the nature of the agreement and nature
22 of the company and -- I mean, it's a lot of variables.

23 Q. Okay. Do you have a generic
24 confidentiality agreement?

25 A. We have a lot of them.

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214. In a billing case brought on by PR against Iviewit, with complexities detailing some three years of daily service, where under deposition you hardly remember a single issue on the bill you are asked, and consistently throughout state that you need to review to answer, why suddenly at the end of the first day your



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attorney, PR attorney Matthew Triggs states you only have one day to complete such an enormous undertaking as explaining this heapin pile of bill or as some might say bull? Since it is your case against Iviewit, it is your deposition and you are unwilling to spend more than a day of explaining, when at minimum, to answer the first day questions you would need a second day of deposition after review to answer, why did you refuse to return to deposition. When you attempted to refuse to return for deposition what orders did the Court give? Have you ever finished the deposition?



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1 wholecloth?

2 A. No.

3 Q. In other words, without reference to past
4 agreements?

5 A. I don't recall.

6 Q. Were you personally involved in the
7 preparation of that?

8 A. In one iteration of it, I was.

9 Q. Okay. Which iteration?

10 A. Early in the game, before -- Early in the
11 game.

12 MR. SELZ: What time you got? Five?

13 MR. TRIGGS: Five of.

14 MR. SELZ: Five of five? I've got to go.

15 MR. TRIGGS: Let me just put on the record
16 that we're prepared to continue on as long as it
17 takes today, tonight, to wrap this up. I want
18 it to be done in one day. Mr. Selz has
19 indicated he has a commitment. I gave him fair
20 notice that I thought that one day was the
21 appropriate amount of time.

22 If you need to go, then what I'd like to
23 do is operating under the assumption that a
24 motion would be granted and that this would be
25 limited to one day, let me just ask Mr. Wheeler

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215. Do you know Spencer Sax of Sachs, Sax & Klein, P.A.? If so, provide details of any personal or professional relationship.
216. Did you or PR ever control or have policies and policy information for the Directors & Officers insurance sent to your offices? Were changes made to any policy that you are aware of? List all D&O coverage from 1998 through the point that you turned back over the D&O policy approximately May 2001. List all changes made to the policies. Did you introduce Iviewit to Arthur Gallagher? Who did you know there if you did introduce Iviewit and describe your relationship both personally & professionally.
- Were professionals covered under the D&O at any point and did it ever change while you controlled the policy or until your relationship with Iviewit ended.
217. If you knew that Iviewit had pending patents estimated by your own evaluators to have potentially billions of dollars of royalty potential, why when responding to the Florida Bar did you tell them Iviewit was a bankrupt .com (dot com) looking for someone to blame.
218. Did you consider it in the best interest of shareholders, of which you are one through PR ownership of founders shares in Iviewit, to sue Iviewit for two years attempting to collect your bill when you knew they had no income, due in part to problems with your management referrals, instead of waiting to be paid when royalties from the MPEG pools and other PR client paid for uses that you set up?
219. Since the shareholders are now in potential loss of the patents, loss of investment, and loss of an estimated 17 Billion dollars of revenue over the life of the patents [EXHIBIT \("L"\) Lamont revenue projections](#), provide details of all insurance coverage you have possessed since 1998, for all hats you wore at Iviewit (patent counsel, general counsel and advisory board member) and define the parts that would provide protection to the shareholders in the event liability is determined to be due in any part to you or your firm? Provide all policies from 1998-2004 and further define the coverage amounts. A copy of the policies and claim forms would be appreciated as well.
220. Have you or your firm, or any other family member ever received any compensation of any form from any member or affiliate of PR, LLP?
- Describe your position at any/all other firms whereby you are a significant shareholder, advisor, partner, or any other relationship with any firm that in way relates to technology companies that may be benefactors in any way of Iviewit technologies and any knowledge you may have of infringers of the technology. Indicate all referrals you may have introduced the Iviewit companies to, whether they be for use of the technology, investment or any other reason.
221. Provide all copies in your possession of all business plans issued to you by Iviewit, all drafts and all Wachovia Private Placement Memorandums.
222. Explain why Rod Bell, Esq. attorney for Crossbow Ventures was misled from auditing Iviewit Technologies for investment purposes and instead led to



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

- invest in Uview/Iviewit Holdings, Inc. by PR. Was there ever a Company named Uviewit.com, Inc.?
223. Have any investigators contacted you from any state or federal agency in regards to complaints filed by Iviewit. Provide dates and names of all investigators and the nature of the conversation.
224. Have any complaints been filed against you by Iviewit that you are aware of? Describe the outcome in accurate detail and provide all submissions received and sent in regard to every complaint.
225. Regarding stock issuance to Jude Rosario and Zakirul Shirajee it was the Company's understanding that they had contributed their patent rights for consideration of their stock, yet new records discovered show that a consideration of \$625.00 was due instead. Was this ever paid? How did this change in consideration occur?
- a. Was consideration ever contributed, send copies of all records and cancelled checks in regards to these stock issues.
226. Represent any patents that you may have seen with regard to the Iviewit technologies, were you sent copies, provide all copies in your or your firms possession or describe in detail whom they were transferred to and upon what date and provide all relevant materials in your possession documenting such transfers.
227. Detail any patents held in your name or any family member of yours name from the time of your involvement in Iviewit to present. Name all patents in your name that may have been held prior that were modified or changed since 1997.
228. When was the last time you spoke with the following people and what was the nature of the call, was Iviewit discussed and if so, what was discussed?
- a. Gerald Lewin
 - b. Hank Powell
 - c. Maurice Buchsbaum
 - d. Raymond Hersh
 - e. Crossbow Ventures – Any member of Crossbow
 - f. Michael Reale
 - g. Brian Utley
 - h. Simon Bernstein
 - i. H. Wayne Huizenga Sr.
 - j. H. Wayne Huizenga Jr.
 - k. Cris Brandon
 - l. Bruce Prolow
 - m. Kenneth Rubenstein
 - n. Carl Tiedemann
229. Have you reported the April Shareholder Communication sent email and facsimile to you and your partner to your malpractice carrier so that Iviewit may file a claim?



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION
EXHIBIT (“A”) – PROSKAUER OPINION LETTER

MMM
newtime

LAW OFFICES

ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER

A PROFESSIONAL CORPORATION

1888 CENTURY PARK EAST, 18TH FLOOR
LOS ANGELES, CALIFORNIA 90067-1722

KARL R. AUSTEN
JOSEPH D'ONOFRIO
ALAN J. EPSTEIN
HOWARD A. FISHMAN
ANDREW L. GALKER
ROBERT S. GETMAN
GEORGE T. HAYUM*
BARRY L. HIRSCH*
JAMES R. JACKOWAY*
JONATHAN D. KAUFELT*
CHRISTIANNE F. KERNS
JAMES C. MANDELBAUM*

ANDREA S. MATIAUDA
DAVIO J. MATLOF
MARCY S. MORRIS
MICHELE M. MULROONEY
GEOFFREY W. OBLATH
RANDY M. SCHIENBERG
SCOTT A. STEIN
ROBERT L. STULBERG
BARRY W. TYERMAN
ROBERT S. WALLERSTEIN
ERIC C. WEISSLER*
ALAN S. WERTHEIMER

file
TELEPHONE
(310) 553-0305
FACSIMILE
(310) 553-5036

OF COUNSEL
ALLAN L. ALEXANDER
ARTHUR O. ARMSTRONG
RONALD J. BASS
GERALDINE S. HEMMERLING

OUR FILE

June 9, 1999

*ALSO ADMITTED IN NEW YORK

9999

Via Facsimile 561-241-7145

Christoher C. Wheeler, Esq.
Proskauer Rose LLP
2255 Glades Road
Suite 340 West
Boca Raton, Florida 33431-7360

Re: iviewit

Dear Christopher:

I would very much appreciate your sending two Confidentiality Agreements to Mr. Gemal Seede, one addressed individually and one to Netcubator, the company which employs him at address below:

Mr. Gemal Seede
Netcubator
30 W. Green Street
Pasadena, California 91105
Facsimile: 626-449-4395

Please send the Confidentiality Agreements directly to Mr. Seede, with a copy to my attention. Also please include in your cover letter a statement, similar to the one set forth in the Confidentiality Agreement you sent to Richard Rossman on April 26th, regarding Proskauer's general views on the novel and protectible nature of the patents and technology.

Very truly yours,

Alan Epstein
Alan J. Epstein

AJE:jbn
AJE\LETTERS\WHEELER1.LTR

LAW OFFICES

ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER

Christopher C. Wheeler, Esq.

June 9, 1999

Page 2

cc: Mr. Eliot Bernstein
Mr. Jeff Freedstein
Michele M. Mulrooney, Esq.
James R. Jackoway, Esq.

PROSKAUER ROSE LLP

2255 ... Road
Suite ... West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Christopher C. Wheeler
Member of the Firm

Direct Dial 561.995.4702
cwheeler@proskauer.com

June 8, 1999

Via Fax

Mr. Amre Youness
Mr. Ahmed Alfi
Mr. Frank Khulusi
301 North Lake Avenue, Suite 910
Pasadena, CA 91101

Gentlemen:

At the request of Alan Epstein, I am forwarding the enclosed Confidentiality Agreements to you. I would appreciate your signing and returning your Agreement to me.

We have undertaken representation of iviewit, Inc. ("iviewit") and are helping them coordinate their corporate and intellectual property matters. In that regard, we have reviewed their technology and procured patent counsel for them. We believe the iviewit technology is far superior to anything presently available with which we are familiar. iviewit has filed a provisional patent application on a method for providing enhanced digital images on telecommunications networks. We are advised by patent counsel that the process appears novel and may be protected by the patent laws. While in all matters of this sort, it is far too early to make any final pronouncements. We do believe that there is an extremely good prospect that iviewit will protect their process which is novel and superior to any other format which we have seen.

Sincerely,



Christopher C. Wheeler

CCW/gb

cc: Alan J. Epstein - Via Fax

0894/40017-001 BRLIB1/232129 v1

06/08/99 04:48 PM (2743)

PROSKAUER ROSE LLP

2255 Trades Road
Suite J West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7748
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Christopher C. Wheeler
Member of the Firm

Direct Dial 561.995.4702
cwheeler@proskauer.com

June 8, 1999

Via Fax

Mr. Paul Heeschen
Heeschen & Associates
450 Newport Center Drive, Suite 450
Newport Beach, CA 92660

Dear Mr. Heeschen:

At the request of Alan Epstein, I am forwarding the enclosed Confidentiality Agreement to you. I would appreciate your signing and returning it to me.

We have undertaken representation of iviewit, Inc. ("iviewit") and are helping them coordinate their corporate and intellectual property matters. In that regard, we have reviewed their technology and procured patent counsel for them. We believe the iviewit technology is far superior to anything presently available with which we are familiar. iviewit has filed a provisional patent application on a method for providing enhanced digital images on telecommunications networks. We are advised by patent counsel that the process appears novel and may be protected by the patent laws. While in all matters of this sort, it is far too early to make any final pronouncements. We do believe that there is an extremely good prospect that iviewit will protect their process which is novel and superior to any other format which we have seen.

Sincerely,



Christopher C. Wheeler

CCW/gb

cc: Alan J. Epstein - Via Fax

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of **iviewit, Inc.** (together with its direct and indirect subsidiaries and affiliates, the "Company"), Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of the Company to the undersigned, or to which the undersigned otherwise gains access to, shall be subject to the terms and conditions of this Agreement. "Proprietary Information" means all materials and information (regardless of the form of such information, including without limitation, in writing, electronic, computerized or other recorded form, oral or visual) that the undersigned may receive or learn of now or in the future concerning, or related in any way to, the Company or its business, including without limitation: (i) the contents of any Business Plan, projections or financial or credit information or data relating to the Company; (ii) the contents of any manuals or written materials of the Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between the Company and third parties; (v) any data or database, or other information compiled or developed by the Company; (vi) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vii) any information of a type described above derived or obtained from the internet or any website of the Company, including without limitation, the file structure relating to such website or the content of such website. Notwithstanding the foregoing, the term "Proprietary Information" does not include information which (i) is already known to the undersigned or in the undersigned's possession (other than that which was furnished to the undersigned by or on behalf of the Company prior to the date of this Agreement), (ii) is or becomes generally available to the public other than as a result of a disclosure by the undersigned, or (iii) becomes available to the undersigned on a non-confidential basis from a source other than the Company or its representatives, provided that such source is not known, after inquiry, to be bound by a confidentiality agreement with, or other obligation of secrecy to, the Company.

The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Simon L. Bernstein or Eliot Bernstein; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's advisors who have a need to know such Information for the sole purpose of assisting the undersigned in evaluating such Information; provided that the undersigned shall be liable for any breach of confidentiality or use by such advisors) without the prior written consent of Simon L. Bernstein or Eliot Bernstein; and (d) not to reproduce, fax, distribute, store, reverse engineer or copy any Proprietary Information in any form without the prior written consent of Simon L. Bernstein or Eliot Bernstein. The undersigned understands that all Proprietary Information is confidential and that all rights, title and interest in the Proprietary Information is and shall remain the exclusive property of the Company, and no license or other rights are being granted to the undersigned by the Company.

The undersigned further agrees that the Company shall be entitled to equitable relief, including injunction, in the event of any breach of this Confidentiality Agreement, that the granting of such relief will not be opposed and that such relief shall not be the exclusive remedy for such breach. Furthermore, the undersigned agrees to defend and hold harmless the Company from any loss, cost, expense (including attorney's fees and litigation expenses), claim, liability, or damage arising from or related to a breach of this Confidentiality Agreement.

The undersigned has executed this Confidentiality Agreement as of the date set forth below.

iviewit, Inc.

Attention: Eliot I. Bernstein
500 S.E. Mizner Boulevard, Suite 102
Boca Raton, Florida 33432-6080
800.519.0234

IF AN INDIVIDUAL:

(Signature)

(Name - please print)

IF A COMPANY:

(Name of Company)

By: _____
(Signature)

(Name - please print)

Date: _____

Eliot I. Bernstein

From: David.Colter@warnerbros.com
Sent: Tuesday, January 15, 2002 12:51 AM
To: John.calkins@warnerbros.com
Cc: CHuck.dages@warnerbros.com; Alan.Bell@warnerbros.com
Subject: iviewit

John,

In all the review we have done with iviewit it seems to boil down to the status of the patents and their inherent value. At that point it is a risk-reward evaluation -- without awarded patents it is difficult to completely assess the value. I would suggest that we consider one other perspective...

Prior to iviewit (approx Feb 2000) the video we (WB Online) delivered on the web was QCIF (160x120) or smaller and was below full frame rate. At the time of our first meeting we also identified On2 along with iviewit as two solid players who could deliver full screen full frame rate web video. All who saw it were impressed. Greg and I visited iviewit in August and reported back that they had filed patents on scaling techniques that hinged upon a visual 'trick' which allowed the human eye to accept 320x240 video scaled to 640x480 at 30 fps as close to VHS quality. We checked with Ken Rubenstein and others who provided some solid support for iviewit, and Chris Cookson asked Greg and I to continue to work with iviewit in an R&D capacity.

In the fall of 2000 iviewit also met with a number of folks at WB Online (in September and October) and demonstrated their process and techniques to Sam Smith, Houston, Joe Annino and others. Sam contacted iviewit a number of times and requested the patents, along with specifics of the iviewit process to evaluate what they were doing. I was not part of these meetings, but was aware they had occurred, as Jack Scanlon kept me up to date.

When I sat down with Morgan and Houston in March 2001 to see what technology they were using to encode video, it was clear that they were using some of the techniques that would overlap with iviewit's filed process patents (still pending), but it is not clear that these were all learned from iviewit -- we may wish to explore this a little. This meeting was to determine what equipment we would get for our lab at 611 Brand. This same information was also provided to iviewit by Morgan as they were establishing the company as an outsourcing facility for encoding our content.

I am aware of several meeting held between iviewit and WB Online to share information of techniques and process, and was invited to a few of them.

We all signed iviewit's confidentiality agreement. So to the other perspective....

We have an opportunity to establish a license with iviewit for a modest fee at this time, and establish a MFN. In good faith we signed the confidentiality agreement, iviewit revealed their processes and techniques, and we now use those techniques in encoding. As we have discussed on a few occasions, these techniques now appear in the public domain to some extent in documentation for Real Producer, WMP Developer Guides, Media Cleaner Pro, etc, but they were not available in 2000. I would not suggest we learned the techniques completely from iviewit (I actually do not know the answer), but a modest licensing fee may be appropriate and honorable considering our good faith relationship in signing the confidentiality doc.

If we choose to pass at this time the risk is primarily from iviewit's main investor, Crossbow Ventures, gaining control of the IP and approaching WB later for a license -- I do not believe they will be as friendly considering their dealings with iviewit and it's employees since Feb of 2001. It is estimated that the patents will be completed in 8-12 months.

As you are all aware I have a personal relationship with Eliot Bernstein, the founder of iviewit, and as a result, I left the evaluations and decisions to Greg, and others, and only assisted iviewit to get to the correct people in WB and AOLTW. I wanted to add this perspective as we consider if there is an option to pursue with iviewit -- they are facing continued financial pressure right now. There are many other threads to our interaction with iviewit and I

would be happy to discuss.

Thanx,
David

Incoming mail is certified Virus Free.
Checked by AVG anti-virus system (<http://www.grisoft.com>).
Version: 6.0.465 / Virus Database: 263 - Release Date: 3/25/2003

Eliot I. Bernstein

From: David.Colter@warnerbros.com
Sent: Thursday, October 25, 2001 10:50 AM
To: Eliot.bernstein@verizon.net
Subject: Fwd: Iviewit

In a message dated 10/25/2001 12:08:38 AM Pacific Daylight Time, David.Colter@warnerbros.com (DColter0264) writes:

Subj:**Iviewit**
 Date:10/25/2001 12:08:38 AM Pacific Daylight Time
 From:David.Colter@warnerbros.com (DColter0264)
 To:gt@22twain.com
 Sent on: AOL 6.0 for Windows US sub 10539

Greg,

I wanted to give you an update on iviewit, since we will be missing each other until the 7th of Nov (vacation next week).

Eliot's erratic behaviour regarding the NDA was anything but erratic. I have since learned from a number of sources that Eliot believed we were part of, and supporting, a pre-packaged bankruptcy for the company that would clean out the current investors (mostly friends and family who had their investment considered as unsecured debt for tax protections I believe) and leave Crossbow, it's friends, the original patent attorneys and Aidan with majority control of the IP -- wiping out Eliot and many people I know and care about.

Aidan told Eliot that we had agreed with this plan -- hence Eliot's behaviour at that time. I have also talked with a number of people who are involved with iviewit -- Alan Epstein, Aidan, Hank, etc -- and the story seems fairly clear, and I believe that inappropriate actions have taken place -- the primary investor has been running the company, and seems to have engineered all of the investment as debt to force the BK, and gain control of the IP from it's inventor. I have learned a lot more about business this week, that I would rather not need to know.

John Calkins, Clarissa Weirick and I met with Eliot and Aidan last Friday. John was surprised at Crossbow and Aidan's actions, when all of the patent opinions look very favorable, and when we have been waiting for a business plan since February to take to Heidi Krauel at AOLTV Ventures. John wants to arrive at an investment decision in 6 weeks, and the primary task is the assessment of the patents. You are probably the best one to answer some of the questions:

- Ken Rubenstein was one of the original attorneys who looked at the patents and whose firm in FL filed the originals -- should we approach Ken for an opinion?

- Zaffman provided what seems like a very strong opinion. Would you take a look at it and provide your perspective? I can send under another cover.

- If we end up with a percentage ownership of the IP, how does that impact our ability to leverage in patent pools? Do we need to have full control.

Your input is very important.

Additionally, I know you provided Aidan a good perspective on licensing. I want to suggest that you should talk with Alan Epstein, and possibly Eliot, before dealing with him in the future. I am concerned that he has been less than honorable in his dealings with Eliot, iviewit and ourselves. I am not completely certain, but have a bad

feeling based on many people's views on what is happening to iviewit. I would be very interested in your opinion on this.

Hopefully, we can talk about this when you are back... I would be happy to chat from my vacation in Orlando... Eliot is a friend and I want to explore all options to help.

Travel safe and take care.

Thanx,
David

Incoming mail is certified Virus Free.
Checked by AVG anti-virus system (<http://www.grisoft.com>).
Version: 6.0.474 / Virus Database: 272 - Release Date: 4/18/2003



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

**EXHIBIT ("B") – WACHOVIA PRIVATE PLACEMENT MEMORANDUM –
SENT TO CROSSBOW VENTURES LISTING RUBENSTEIN AS IVIEWIT
PATENT COUNSEL**



"I view it!"

www.iviewit.com

2255 Glades Road
One Boca Place - Suite 337W
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll: 877.484.8444

FACSIMILE TRANSMITTAL SHEET

TO: Dennis Donahue
 FROM: iviewit - Brian Utley
 COMPANY: _____
 DATE: 1-22-01
 FAX NUMBER: 561-838-4105
 TOTAL NO. OF PAGES: 7, including this page
 RE: INFORMATION REQUEST

NOTES/COMMENTS:

As you requested -

DIANA ISRAEL
ASST. TO BRIAN UTLEY

MEMORANDUM

TO: Brian G. Utley
President
iviewit Holdings, Inc.
Facsimile: 561-999-8810

DATE: 17 Jan 01

FROM: Dennis E. Donohue
Chief Administrative Officer
Crossbow Ventures Inc.
Telephone: 561-838-9005
Facsimile: 561-838-4105
Email: DDonohue@cb-ventures.com

SUBJECT: Information Request

Brian,

The Office of Small Business Investment Company Examinations of the Small Business Administration has requested that, by 22 Jan 01, we furnish it with a list of the name of each director and officer of your firm, as well as the name of each shareholder who held a ten percent or greater interest your company on the close of business on 31 Dec 00.

In order that we can comply with that request, we request that you send the foregoing information to my attention by the close of business tomorrow via either facsimile transmission or email.

If you are unable to comply with this request, please call me.

Thanks, Brian!

Dennis D.

January 22, 2001

Dennis Donohue
Crossbow Ventures
West Palm Beach, FL

Reference: Your Request

Current Iviewit Holdings, Inc. Board of Directors :

- Simon L. Bernstein, Chairman Emeritus
- Eliot I. Bernstein, Vice-Chairman, Secretary and Founder
- Brian G. Utley, President
- Gerald R. Lewin
- Maurice R. Buchsbaum
- H. Hickman Powell
- Donald G. Kane, II
- Kenneth Anderson

Executive Management:

- Brian G. Utley, President
- Maurice R. Buchsbaum, Sr. Vice-President, Business Development
- Raymond T. Hersh Vice-President, Finance
- Michael A. Reale, Vice-President, Operations
- Kevin J. Lockwood, Vice-President, Sales and Business Development
- Guy Iantoni, Vice-President, Sales

Stockholders with >, = 10% of interest in Iviewit Holdings, Inc.

- | | |
|---------------------------|-------|
| • Eliot I. Bernstein | 29.8% |
| • Alpine Capital Ventures | 21.7% |
| • Simon L. Bernstein | 11.9% |

Total Shares Outstanding 86,891

Please call if this is insufficient.

Regards,

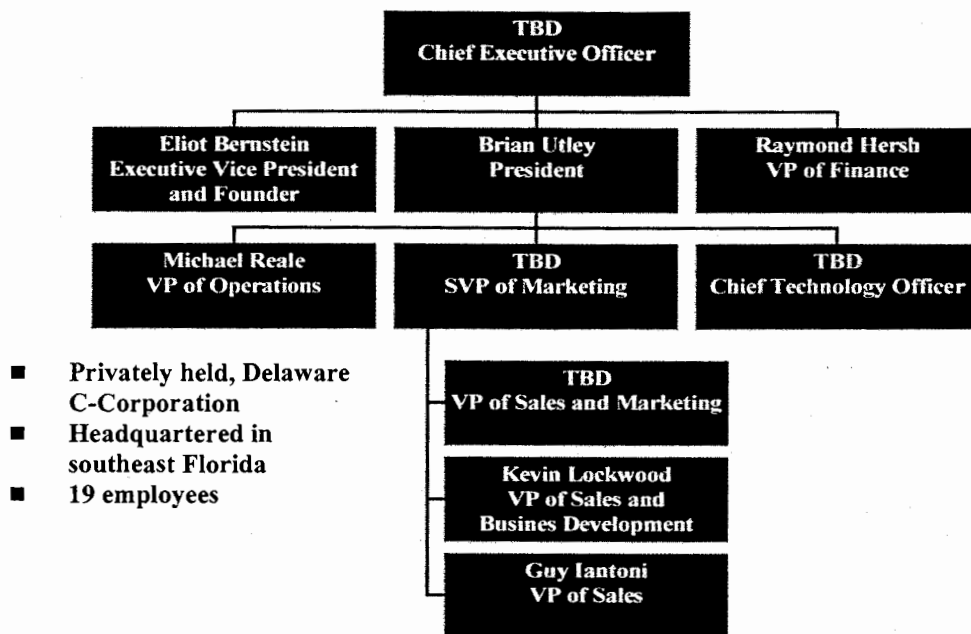


Brian G. Utley

V. MANAGEMENT

Organization Chart

**Figure 10
Organizational Chart**



Senior Management Biographies

Whereas the Company has retained Korn / Ferry to assist in the identification and recruitment of a high impact Chief Executive Officer (preferably from the media or entertainment industry) and Chief Technical Officer, iviewit has assembled a complementary and seasoned, management team with Fortune 100 and early-stage, entrepreneurial experience. This team consists of the following personnel:

Brian G. Utley, President (67) — For over 30 years, Mr. Utley was responsible for the development and world-wide management of many of IBM's most successful products such as the AS400 and the PC. Entering IBM's executive ranks in the early 1980s, Mr. Utley's impact was felt in all areas of IBM's advanced technology product development, including Biomedical Systems, European Operations, and most importantly, IBM's launch of the Personal Computer. Following the introduction of the PC in the United States, Mr. Utley moved to Europe where he was responsible for a number of IBM's overseas activities including managing the launch of the PC across Europe and the Middle East. His career with IBM culminated with his responsibility as Vice President and General Manager of IBM Boca Raton with a work force of over 6,000 professionals. He is a graduate of San Francisco City College.

Eliot I. Bernstein, Founder and Vice Chairman (37) — Prior to founding iviewit, Mr. Bernstein spent 15 years with SB Lexington where he was President of the West Coast Division creating and developing many innovative, computer-based multi-media marketing tools which remain in use supporting multi-billion dollar service industries. Mr. Bernstein is a graduate of the University of Wisconsin.

Michael A. Reale, VP of Operations (60) — Mr. Reale has over 20 years of operations experience, including P&L, quality, and delivery performance accountability. Most recently, Mr. Reale was the Chief Operating Officer for Boca Research (Nasdaq:BOCI), a manufacturer of personal computer enhancement and Internet thin client products. Prior to Boca Research, Mr. Reale spent two years as President of MGV Manufacturing Corp., a premier provider of computer memory assemblies with operations in the U. S. and Europe.

Mr. Reale was also responsible for seven operations in the United States and overseas as Senior Vice President for SCI Systems, Inc., a Fortune 500 electronics contract manufacturer. His operating background also includes twenty years with IBM culminating as Director of Manufacturing for the Personal Computer Division. Mr. Reale received his BA and MBA from Pace University.

Raymond T. Hersh, Vice President of Finance (58) — Mr. Hersh is a private investment banker, specializing in strategic development. He has over 35 years of successful business and operating experience involving financial services, telecommunications, manufacturing, and corporate strategic planning. For over 20 years, Mr. Hersh has operated and grown companies in Florida, and most recently, he was co-founder and President/CEO of New Medical Concepts, Inc., a telecom company specializing in providing healthcare information. He successively grew two Florida-based specialty manufacturing companies from combined revenues of about \$2.7 million to over \$19 million. Mr. Hersh also spent nine years as an investment banker in New York City where his last position was President of a member firm of the New York and American Stock Exchanges. Earlier, he spent five years as an Enforcement Attorney with the U. S. Securities and Exchange Commission in New York City where he exited as a Branch Chief. He is a member of the New Jersey and New York Bars. Mr. Hersh received his BA from Lafayette College and his LLB/JD from the University of Pennsylvania.

Kevin J. Lockwood, Vice President of Sales and Business Development (40) — Mr. Lockwood joins iviewit from Cylex Systems where he held the position of Executive Vice President of Sales and assisted in securing three rounds of funding exceeding \$20 million. He also was instrumental in developing a distribution channel as well as signing accounts such as Outsourcing International, Tampa General and a significant seven-year contract with Best Buy Corporation. He also held the position of Head of Sales for Acer America, Inc. where he increased sales from a run rate of \$150 million annually to over \$1.5 billion annually in only a 17-month time. In addition, Mr. Lockwood successfully launched the Fujitsu P.C. into the U.S. and in the first year amassed revenues of over \$200 million. He is a graduate of the University of Maryland with a Bachelor of Science degree in Business Administration.

Guy Iantoni, Vice President of Sales (35) — Prior to joining iviewit in 1999, Mr. Iantoni was Senior Financial Representative with Fidelity Investments. From 1995 to 1997, he served as an Investment Management Consultant to the private client group of Morgan Stanley Dean Witter & Company, Inc. Prior thereto, Mr. Iantoni spent four years with Eli Lilly and Company creating and implementing many direct marketing and sales campaigns for the healthcare industry. He has developed computer databases and systems to effectively market and target segments in both the financial markets and the healthcare industries. Mr. Iantoni is a graduate of the University of Wisconsin with an advanced degree in Pharmacy.

**Board of
Directors**

**Simon L. Bernstein – Chairman Emeritus
SB Lexington**

Mr. Bernstein has pioneered the development of proprietary life insurance products and has formed two companies to facilitate the sales of these products. Mr. Bernstein developed for both companies a national sales and marketing network, which now account for over a billion in life premium sales. Mr. Bernstein's career in the life insurance industry began in 1965 when he became the top producer for Aetna Life and Casualty Company. He has remained in the top 5% of life insurance sales agencies since that time. Mr. Bernstein supplied the initial "angel" investment for iviewit.

Eliot I. Bernstein – Founder & Vice Chairman

Brian G. Utley - President

Kenneth Anderson
myCFO

Mr. Anderson brings over 20 years of experience in the financial services world to his recent move to Jim Clark's new start-up myCFO. Prior to joining myCFO, Mr. Anderson served as a partner in Arthur Andersen's private client services practice where he created the family wealth and financial planning practice for the southern California practice. He focused on estate and income tax planning for high net worth individuals and families. Mr. Anderson has significant experience in compensation, insurance, and business succession consulting.

He is a board member of the Idyllwild Arts and Boy Scouts of America, Western Council. Ken is a founding member of the Family Business Program at the University of Southern California. He served as director of the Society of CPA/Financial Planners, was a member of the California CPA Society Committee on Personal Financial Planning. Mr. Anderson is on the Board of Directors of iviewit and Schaeffer Autosimulation, LLC. Mr. Anderson holds a BS in accounting and economics from Valparaiso University and a JD with an emphasis on taxation from the Valparaiso University School of Law.

Maurice R. Buchsbaum
Chief Executive Officer, Emerald Capital Partners

Mr. Buchsbaum has engaged in corporate finance projects as a principal, advisor, consultant, officer, director or senior managing director for the past 27 years. As a partner or senior officer of several leading investment banks (including Drexel Burnham, Kidder Peabody and JW Genesis), he has worked in all aspects of corporate finance. He formed Emerald Capital Partners in early 1999, to provide strategic planning and banking advice to a myriad of small and medium sized American growth companies. He has engaged in numerous public and private transactions and activities that include seed capital, early stage financing, major and late stage strategic finance, restructuring and mergers/acquisitions ranging in size from \$1 million to \$700 million. His industry experience includes health care, technology, telecommunications, biotechnology, financial services, environmental, and airlines. He holds BS and MBA degrees with honors from Ohio State University, and was a fellow in the doctoral program at Northwestern University.

Donald G. Kane, II
President, GDI

Prior to joining GDI (a privately held holding company that controls four B2B companies), Mr. Kane was a Managing Director in the Investment Banking Division of Goldman Sachs & Co. During his fourteen-year career at Goldman Sachs, Mr. Kane created the firm's Midwest Financial Institutions practice and founded the Global Financial Institutions Technology Group. He is a Board member and Vice Chairman of Sagence Systems, Inc., a GDI company and is a member of the Board of Versifi, Inc. and Erogo Systems. Mr. Kane is an advisor to Signcast, Inc., Gryphon Holdings, and Capita Technologies. He is a member of the Kellogg Graduate School of Management Advisory Board at Northwestern University and is a member of the Board of the Metropolitan YMCA of Chicago.

Gerald R. Lewin
Senior Partner, Goldstein Lewin & Co.

Mr. Lewin has been a certified public accountant since 1973 and is licensed to practice in the states of Florida and Michigan. Mr. Lewin is a Senior Partner of Goldstein Lewin & Co., a leading southeastern accounting firm. Mr. Lewin specializes in business consulting and is highly knowledgeable in many areas of accounting, tax and financial planning. Mr. Lewin is a member of both the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

H. Hickman Powell
General Partner, Crossbow Ventures

Prior to joining CrossBow Ventures, Mr. Powell spent 14 years as an investment analyst and corporate finance advisor. He worked with McKinsey & Company and J.P. Morgan

Investment Management, both based in London. Among his primary areas of expertise are technology research and economic research, including electronics, telecommunications and computer software. Most recently, he was Senior Technology Analyst and Vice President of Southeast Research Partners, Inc. where he worked with leading technology companies. He earned a bachelor of arts degree at Yale University and a master of business administration degree at Stanford University.

Advisors

Alan J. Epstein

Partner, Armstrong Hirsch Jackoway Tyerman & Wertheimer, P.C.

Mr. Epstein's law practice consists of advising Internet companies on various issues pertaining to the entertainment and sports industries, including the creation, licensing and acquisition of content, the introduction and negotiation of strategic partner relationships, and various other matters relating to the convergence of technology and content. Mr. Epstein also advises his firm's numerous celebrity clients on the exploitation and protection of their name and likeness rights and content on the Internet, as well as merchandising, endorsement and sponsorship deals. Prior to entering the UCLA School of Law, Mr. Epstein was a certified public accountant at Deloitte Haskins & Sells in Dallas, Texas.

Kenneth Rubenstein

Partner, Proskauer Rose LLP

Mr. Rubenstein is a partner at Proskauer Rose LLP law firm and is the patent attorney for iviewit. He is a registered patent attorney before the U.S. Patent & Trademark Office. Mr. Rubenstein counsels his clients with respect to the validity and infringement of competitors' patents, as well as prosecutes patent applications. For the past several years he has worked on the formation of a patent pool, for MPEG-2 technology, involving large consumer electronics and entertainment companies. He is also a former member of the legal staff at Bell Laboratories. Mr. Rubenstein received his law degree, cum laude, from New York Law School and his Ph.D. in physics from the Massachusetts Institute of Technology where he also graduated with a B.S. Degree.

Christopher C. Wheeler

Partner, Proskauer Rose LLP

Mr. Wheeler is a member of Proskauer Rose LLP's Corporate Department and as a partner in the Florida office has a versatile transactional practice. He has had extensive experience in real estate and corporate law, institutional lending and workouts, administrative law and industrial revenue bond financing. Moreover, he serves as a strategist and counselor to many clients in handling their other legal and business matters. Mr. Wheeler is well-versed in general corporate law as well as mergers and acquisitions and securities matters. He has guided companies from startup through initial private placements to public offerings. A graduate of Hamilton College and Cornell Law School, Mr. Wheeler was a member of the managing Board of Editor of the Cornell Law Review.

Arthur Andersen, LLP

Arthur Andersen's vision is to be the partner for success in the New Economy. The firm helps clients find new ways to create, manage and measure value in the rapidly changing global economy. With world-class skills in assurance, tax, consulting and corporate finance, Arthur Andersen has more than 70,000 people in 83 countries that are united by a single worldwide operating structure that fosters inventiveness, knowledge sharing and a focus on client success. Since its beginning in 1913, Arthur Andersen has realized 86 years of uninterrupted growth, with 1999 revenues over \$7 billion. Arthur Andersen is a business unit of Andersen Worldwide.

Proskauer Rose, LLP

This law firm is one of the nation's largest law firms, providing a wide variety of legal services to major corporations and other clients through the United States and around the

THIS BP OF WACHOVIA'S SENT TO OUR LARGEST INVESTOR CROSSBOW VENTURES CLEARLY SHOWS THAT RUBENSTEIN IS THE PATENT ATTORNEY FOR IVIEWIT, DESPITE WHAT WHEELER STATES AND DESPITE THAT RUBENSTEIN SAYS HE DOES NOT KNOW US UNDER DEPOSITION. UTLEY UNDER DEPOSITION STATES HE NEVER USED RUBENSTEIN AS AN ADVISOR. THIS ALSO SHOWS DOCUMENT DESTRUCTION AS PROSKAUER CHANGES THE BP TO ERASE THE OPENING SENTENCE AND IN THEIR RECORDS OBTAINED UNDER COURT ORDER THEY LOSE THIS BP VERSION & REPLACE WITH OTHER.

Legal & Accounting Counsel

EXHIBIT

VI

VII

world. Founded in 1875 in New York City, the firm employs 475 attorneys and has wide experience in all areas of practice important to businesses, including corporate finance, mergers and acquisitions, real estate transactions, bankruptcy and reorganizations, taxation, litigation and dispute resolution, intellectual property, and labor and employment law.

Armstrong Hirsch Jackoway Tyerman & Wertheimer, P.C.

One of the nation's leading entertainment law firms. Based in Los Angeles, California, it represents many of the most prominent actors, writers, directors and producers of feature films, television programming and other entertainment content. The firm also represents various content and technology companies in the Internet industry, including prominent web sites, entertainment-oriented portals, aggregated celebrity sites and various e-commerce companies. The firm is assisting in developing the business structure and strategic relationships for iviewit.

Foley & Lardner

One of the oldest and largest law firms in America. Founded in 1842, the firm now has more than 750 attorneys in 14 offices, following the February 1996 merger with Weissburg and Aronson, Inc. Foley & Lardner's over 100 highly skilled intellectual property attorneys constitute one of the largest and most sophisticated technology groups in a general-practice law firm in the United States. As one of the few large national law firms with a global intellectual property law group, it is uniquely positioned to help iviewit capitalize on its foreign filings. The firm's broad-based representations in litigation, regulatory affairs and general business counseling is complemented by one of the world's most highly trained staffs, which includes 65 engineering and advanced technical degrees, including 12 Ph.D.'s. The list of clients using Foley & Lardner to fill their intellectual property legal needs ranges from small entrepreneurial start-up companies to large international and multinational corporations. Foley & Lardner attorneys provide solutions and successfully serve the needs of clients around the world, including those situated in the United States, Canada, Latin America, the European Union, Eastern Europe, the Middle East, and the Pacific Rim.

- **William J. Dick** - Special Counsel to the West Palm Beach office of Foley & Lardner. A member of the firm's Intellectual Property Department (Electronics Practice Group), Mr. Dick currently focuses on mentoring other members of the Electronics and Consumer Products Practice Groups in various IP related matters. He also conducts weekly classes in patent related matters for new associates. Mr. Dick joined Foley & Lardner after 26 years with IBM. He began as a patent attorney, and has handled all phases of patent, trademark and copyright duties, including litigation. Mr. Dick's most recent position with IBM was as Assistant General Counsel to IBM Asia Pacific. Mr. Dick is a graduate of the University of Virginia (B.M.E., 1956; L.L.B., 1962 changed to J.D., 1970)
- **Douglas Boehm** - a partner in the Milwaukee office of Foley & Lardner and a member of the firm's Intellectual Property Department (Consumer & Industrial Products Practice Group and Health Information Technology Practice Group), Mr. Boehm practices in the areas of patent, trademark, copyright, and trade secret counseling; U.S. and foreign patent prosecution; and computer software and intellectual property licensing and technology transfers. Mr. Boehm's technical focus encompasses electrical and electronic engineering, including analog/digital/RF circuitry, radio telecommunications, lasers and fiber optics, and computer hardware and software. He has extensive experience in private industry, having worked as a development engineer and patent agent for Motorola, and as patent counsel for a subsidiary of Amoco Technology Company.



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

**EXHIBIT (“C”) – UTLEY RESUME AS SUBMITTED BY CHRISTOPHER
WHEELER TO IVIEWIT & UTLEY BIOGRAPHY SUBMITTED TO
WACHOVIA SECURITIES**



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

EXHIBIT (“D”) – CORPORATE STRUCTURE

****RED COMPANIES INDICATE THAT SIMILAR NAMED CORPORATIONS
EXIST**

****BLUE DATES INDICATE NAME CHANGES**

1/15/99

IVIEWIT CORPORATION – MISSING FROM ALL RECORDS

1/26/99

IVIEWIT, INC. – FLORIDA

5/21/99

IVIEWIT.COM, INC. – FLORIDA

6/11/99

IVIEWIT.COM LLC – DELAWARE

6/11/99

IVIEWIT LLC - DELAWARE

6/29/99

UVIEW.COM, INC. - DELAWARE

12/29/99

IVIEWIT.COM, INC. - DELAWARE

12/29/99

IVIEWIT HOLDINGS, INC. - DELAWARE

1/5/00

I.C., INC. - NAME CHANGES FROM

IVIEWIT.COM, INC. – FLORIDA



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

1/12/00 AT 9:00AM

IVIEWIT TECHNOLOGIES, INC.

NAME CHANGES FROM **IVIEWIT HOLDINGS, INC. - DELAWARE**

1/12/00 AT 9:01 AM

IVIEWIT HOLDINGS, INC.

NAME CHANGES FROM UVIEW.COM, INC.



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

**EXHIBIT (“E”) – WHEELER TRANSFER OF PATENTS TO RUBENSTEIN &
UTLEY TRANSFER OF PATENT INFORMATION TO RUBENSTEIN**

Eliot I Bernstein

From: Eliot Bernstein [alps@netline.net] on behalf of ALPS (E-mail)
Sent: Wednesday, February 24, 1999 8:42 AM
To: Christopher C. Wheeler (E-mail)
Subject: Jenex deal for iviewit

Chris,

Please send Irwin Newman a copy of the new draft copy of our agreement. I just hung up with him and he would also like you to give him a call. Also, did you and Ken get the email from me yesterday with the word file attached?

Thank you,

Eliot

Intraoffice Memo

Re: iviewit.com, Inc.
To: Kenneth Rubenstein
From: Christopher C. Wheeler
Date: August 25, 2000
Client-Matter: 40017.001

Enclosed is a copy of iviewit's Patent Portfolio binder.

PROSK000536

Eliot I. Bernstein

Subject: FW: Minutes of the Board Meeting of April 14, 2001

-----Original Message-----

From: Brian G. Utley [mailto:brian@iviewit.com]**Sent:** Wednesday, April 18, 2001 11:17 AM**To:** Eliot I. Bernstein; 'simon@adelphia.net'; 'kanderson@myCFO.com'; 'dg_kane@msn.com'; 'glewin@goldsteinlewin.com'; 'hankpow@gate.net'; 'bprolow@tiedemannfunds.com'; Maurice Buchsbaum**Cc:** 'Christopher C. Wheeler (E-mail)'**Subject:** RE: Minutes of the Board Meeting of April 14, 2001

I was advised by Proskauer Rose that anyone who was in an active due diligence stage and who was reviewing our intellectual property as part of that due diligence should receive a copy of the examiners opinion. Therefore the opinion was forwarded to the same people who have received copies of the patent filings namely, Warner Brothers and Irell & Manella. Ken Rubenstein, as our advisor, was also copied. Your father suggested that, because of the importance of our intellectual property, our own Board of Directors should be aware of the current status of our applications. With respect to Irell & Manella, it is quite likely that we will need to engage them or some other alternative counsel in order to respond to the opinion. I have a copy of Alvear's book if you need it.

With respect to processing the requested demo tape, you may recall that you actually set the standard by processing similar demo material for igallery some time ago. This job was handled discreetly and the 18 year old employee referred to had already been released from the business. We are not in the business of processing adult entertainment material and have consistently represented this position.

I trust this clarifies both matters.

Brian

-----Original Message-----

From: Eliot I. Bernstein**Sent:** Tuesday, April 17, 2001 7:07 PM**To:** 'simon@adelphia.net'; 'kanderson@myCFO.com'; 'dg_kane@msn.com'; 'glewin@goldsteinlewin.com'; 'hankpow@gate.net'; 'bprolow@tiedemannfunds.com'; Maurice Buchsbaum**Cc:** Brian G. Utley; Christopher C. Wheeler (E-mail)**Subject:** RE: Minutes of the Board Meeting of April 14, 2001

Brian - several board members asked that you specify which of our attorneys advised you and on what legal references you were cited to disseminate the PCT report. Also, was there some reason that you have recently decided to share patent news of any nature with those involved, prior you had never disclosed to the Board or potential clients anything that was regarding the patents?

I had already discussed with David the examiners report and we had begun to research the reference to Jose Alveraz's book, it does not look particularly relevant to our process.

Also, I find it in poor taste that you are encoding pornography with a 17 year old girl present in the room, this could potentially be a risk to the company, so I ask that all further business relating to pornography be handled outside the office and without iviewit personnel or equipment. Could you please have our attorney's advise on the risks you may be subjecting us to in this matter. These matters were brought to my attention by several of our employees who were offended.

Best,
Eliot

-----Original Message-----

From: Bonnie M Barwick**Sent:** Tuesday, April 17, 2001 5:18 PM**To:** 'simon@adelphia.net'; Eliot I. Bernstein; 'kanderson@myCFO.com'; 'dg_kane@msn.com'; 'glewin@goldsteinlewin.com'; 'hankpow@gate.net'; 'bprolow@tiedemannfunds.com'; Maurice

Buchsbaum

Cc: Brian G. Utley

Subject: Minutes of the Board Meeting of April 14, 2001



www.iviewit.com

Dear Sirs,

As requested by Brian Utley please find attached a copy of the Minutes of the iviewit Holdings Inc. Board of Directors meeting of April 14, 2001. A hard copy of these minutes as well as a copy of the Patent Cooperation Treaty numbers PCT/US00/15405 and PCT/US00/15406 will follow by mail.

Bonnie M. Barwick

Office Manager/Executive Assistant
2255 Glades Road
One Boca Place-Suite 337W
Boca Raton, Florida 33431
Voice: 561-999-8899 extn. 302
Fax: 561-999-8810
Toll Free: 877-484-8444
email: bonnie@iviewit.com

4/15/2003

April 16, 2001

Kenneth Rubenstein
Proskauer Rose LLP
1585 Broadway
New York, NY 10036

Dear Ken,

Re: iviewit Video Patent Applications

Ken, for your information, we have received the attached PCT opinion relative to the iviewit patent applications.

If you have any comment or questions do not hesitate to call me.

Yours truly,

Brian Utley
President

BU/bmb

cc: Chris Wheeler



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION
EXHIBIT ("F") – KASSER LETTER TO D&O CARRIER

August 27, 2001

Mr. Jeffrey Lovern
Arthur J. Gallagher & Co.
One Boca Place, Suite 400
2255 Glades Road
Boca Raton, FL 33431

Dear Jeff:

I received an insurance certificate today (copy enclosed) showing our suite number as 340W. That is the suite number of Proskauer Rose LLP, they received it and forwarded it to me. I can see by other documents that you have the correct suite number on record for our company. Please see that 340W has not been set up in your systems for us.

Additionally, the certificate shows effective and expiration dates as September 22. The correct date is September 20. Again, doubtful that it could cause a problem, but as such things tend to be duplicated your attention would be appreciated.

With regard to our renewal, September 20 is less than a month away. Let's get together to talk about what iVIEWIT is doing and to discuss the renewal.

Look forward to meeting with you.

Sincerely,

William R. Kasser
Controller



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

**EXHIBIT (“G”) – DONALD G. KANE II – LETTER REGARDING IMPROPER
TRANSFER OF PROLOW LOAN MONIES**

-----Original Message-----

From: Donald Kane [mailto:dg_kane@msn.com]

Sent: Sunday, March 18, 2001 6:39 AM

To: Eliot I. Bernstein

Subject: RE: Board meeting on the 3rd

Eliot,

I spoke to Hank yesterday and will do so again today. The company is in a difficult position and the common shareholders risk losing the company to the preferred investors. Here are my thoughts:

2. The company has supposedly accepted money from a new investor group without proper documentation/approval on the terms and conditions with Hank or the board. You need to talk to Alan Epstein about this process. I am very uncomfortable with what I am hearing about management.



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

**EXHIBIT ("H") – ANTHONY FRENDEEN STATEMENT REGARDING STOLEN
PROLOW LOAN MONIES**

Eliot I Bernstein

From: Tony Frenden [t.rex@sbcglobal.net]
Sent: Thursday, May 15, 2003 10:21 PM
To: iviewit@bellsouth.net
Subject: Fw: statement

----- Original Message -----

From: Tony Frenden
To: iviewit@worldnet.att.net
Sent: Wednesday, May 14, 2003 11:38 PM
Subject: statement

May 14, 2003

I swear the following to be true:

Upon the closure of the Iviewit office in Boca Raton FL, I was retained for about an extra week by Brian Utley and Mike Reale, assisting in shutting down operations. It was during this time in which Mike Reale entered the video encoding lab, where I was present along with Tammy Raymond, (former Head of IT) and Zakirul Shirajee (former Systems Developer). Reale was smiling broadly as he set down a large silver suitcase onto my computer desk. Upon opening it, he revealed rows and rows of one hundred dollar (\$100) bills in U.S. currency, going down as deep as the case. I would estimate the amount to be near a half million dollars. Upon my inquiry of the where the cash came from, Reale said it was from Bruce Prolow. He implied that the money was entrusted to he and Utley to continue Iviewit operations, but to me, it seemed Reale was careful to never explicitly state that Prolow authorized this transaction or not.

It is my belief that the suitcase of money was presented to me, in front of Tammy and Zakirul, to convince us that Utley and Reale were the ones reaping benefits from the Iviewit core processes, and if we were smart, we should join them.

A day or two prior to this incident, Mike Reale called me into a private office. He spoke of a new operation he and Utley wanted to embark on which utilizes Iviewit's core processes. The plan consisted of encoding video porn at an ambiguous island location in Puerto Rico. It was known that Eliot Bernstein had made available the option for me to work at the newly forming Iviewit in Glendale, CA. Reale wanted to steer me from going to the West coast operation, and spoke of me receiving a title and large pay raise should I go along with the Puerto Rico porn plan, instead.

Also, on one of these last closure days at the Boca Raton offices, Mike Reale approached me in the lab regarding another issue. He inquired which computers would be best to use, if one were to have the need to process Iviewit's core technologies. He asked me which 3 were the strongest computers to do the job. I had a feeling that he wanted to make off with whichever units I spoke of. I had already begun to make up my mind that I wanted no part of the Puerto Rico porn operation, so I told him about 3 computers I didn't care for. They were called, **THE BOMBER**, **THE REELTIME NITRO**, and one more unnamed computer. These were all very powerful and expensive units, but were not necessarily suited to encode video. As expected, these 3 units turned out to be the same ones found in Brian Utley's possession, months later. When the cops returned the items to us, the units

5/31/2003

contained several new media files, mostly long distance learning applications which were created well after the Boca offices were closed down.

Anthony Rex Frenden
859 Hollywood Way #374
Burbank CA 91505

Incoming mail is certified Virus Free.
Checked by AVG anti-virus system (<http://www.grisoft.com>).
Version: 6.0.480 / Virus Database: 276 - Release Date: 5/12/2003



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

**EXHIBIT ("I") – WHEELER PARTNER LETTER REGARDING IVIEWIT
TECHNOLOGIES**

Dear Colleagues,

As a firm, we are in a unique position to impact the effectiveness of the Internet and to profit from the same. The firm of iviewit.com, Inc. is one of my clients and Proskauer, Rose, LLP. is a 2.5% shareholder. I have worked closely with iviewit, for the past 18 months, establishing and fine-tuning their corporate structure. My objective with this letter is to introduce you to this forward-thinking company and to ask for your support and assistance.

The Internet is quickly evolving from a text-based medium that users have been forced to read, into a multimedia platform that users can begin to *experience*. The importance that this evolution has to e-commerce has been likened to the impact felt by television when it was embraced as a marketing and communications tool. iviewit's intellectual property positions them as a leader in the streaming video, streaming audio and virtual imaging online markets. Their technologies have broad ranging applications for many different industries including: entertainment, auctions, education, healthcare and retail.

Because of the extensive applicability of iviewit's products, the vast majority of Proskauer's client relationships represent potential clients for iviewit. Please join me as I endeavor to introduce my clients to iviewit and, in the process, help those clients to gain a competitive advantage through the utilization of iviewit's technologies. Please contact me with any opportunities that you identify and I will arrange an introduction to a member of iviewit's management team. I have enclosed a descriptive flyer from iviewit and a multimedia CD-ROM that will serve as an introduction to iviewit. Additional information can be found at their website, www.iviewit.com.

Thank you for your time and attention. I look forward to working together to help this valued client and to further enhance the value of our equity position in iviewit.

Sincerely,

Christopher C. Wheeler

Outgoing mail is certified Virus Free.

Checked by AVG anti-virus system (<http://www.grisoft.com>).

Version: 6.0.459 / Virus Database: 258 - Release Date: 2/25/2003



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

**EXHIBIT (“J”) – MEETINGS AT WHEELER OFFICES MISSING SEVERAL
MONTHS**

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON DC
CLIFTON NJ
PARIS

Memorandum

To: Martha Mantecon
From: Gloria Berfield *Gloria*
Re: Meetings
Date: June 6, 2000
Client-Matter: 40017.001

EV 137
BIN 1
137.1

Enclosed is a revised list of iviewit meetings held here in our office. This list includes a December 9, 1998 meeting as well as July 14 and 26 meetings that were not on the original list. According to our records, there were no other meetings prior to May 1999 (I have confirmed this with Mr. Wheeler). For Eliot's reference and perusal, also enclosed is a copy of our first bill which gives the description for the time period 1/6/99 through 5/31/99.

Please call me if you have any questions.

IVIEWIT MEETINGS AT PROSKAUER OFFICE
DECEMBER 1998 THROUGH AUGUST 1999

1998

December 9

3:00 PM Meeting with Mr. Wheeler, Mr. Gortz and J. Lewin as to corporate setup and new product

1999

May 7

3:00 PM Meeting with Mr. Wheeler, Eliot and Si Bernstein re agreements and other corp. matters - Large Conf. Room

May 10

2:30 PM Meeting with Mr. Wheeler, Messrs. Lewin, Mr. Bernstein, Gerry Stanley et al in Large Conference Room

May 19

3:00 PM iviewit meeting with Mr. Wheeler in Large Conference Room

May 24

Mr. Wheeler meeting with Hassan Miah (Location not known)

May 27

12:30 PM Meeting - Mr. Wheeler and Eliot Bernstein, in Large Conference Room

May 28

2:00 PM Meeting re patent issues and management matters - Mr. Wheeler, Eliot and Si Bernstein - in Large Conference Room

4:00 PM

Meeting with Mr. Wheeler, Eliot Bernstein (not known if held in conference room)

June 7

3:00 PM Meeting with Mr. Wheeler, Jerry Lewin, Eliot and Si Bernstein - either Large or Small C.R.

June 9

4:00 PM Mr. Wheeler's meeting with Mr. Bernstein (not known if held in conf. room)

June 10

2:00 PM Meeting with Mr. Wheeler, Mr. Joao and Mr. Bernstein (not known if held in conf. room)

June 12

11:30 AM iviewit meeting with Mr. Wheeler and investment people on Saturday (not known if held in conf. room)

What happened to all the meetings from 12/9/98 to 5/7/99????? All meetings were held at PR offices in this time frame.

June 16
3:30 PM Meeting with Mr. Wheeler, Mr. Joao and Eliot Bernstein re patent and other matters - Large Conference Room

June 17
3:00 PM Meeting with Mr. Wheeler, Randy Selman, Mr. Bernstein and Mr. Lewin - Large Conf. Room.

June 30
4:30 PM Meeting with Mr. Wheeler, Jerry Lewin and Eliot and Si Bernstein - Large Conf. Room

July 2 Meeting with Mr. Wheeler, Mr. Kaiserman re possible participation (location not known)

July 7
5:00 PM Meeting with Mr. Wheeler, J. Lewin and Eliot and Si Bernstein re revised proposal and comments - East Conf. Room

July 8
10:00 AM Meeting with Mr. Wheeler, E. Bernstein et al and Arthur Anderson - East Conf. Room

July 9
3:30 PM Meeting with Mr. Wheeler, Mr. Bernstein and B. Utley - Large Conf. Room

July 13
11:00 AM Meeting with Mr. Wheeler, Eliot and Si Bernstein and Real 3D Reps (location not known)

July 14 Meeting with Mr. Wheeler, B. Utley and Eliot Bernstein

July 15 Meeting with Mr. Wheeler, B. Utley and Mr. Bernstein (location not known)

July 26 Meeting with B. Utley and Eliot Bernstein

August 3 Meeting with Mr. Wheeler, B. Utley and Mr. Bernstein (location not known)

August 4
2:00 PM Meeting with Mr. Wheeler, M. Buchsbaum and Hank Powell in Large Conf. Room

August 5
10:00 AM Meeting with Mr. Wheeler, B. Utley, Mr. Bernstein and Harvey Wilson - Large Conf. Room

August 10
11:00 AM iviewit Board Meeting with Mr. Wheeler - Large Conf. room

August 17
11:00 AM iviewit meeting with Mr. Wheeler on various corp. matters - Large Conf. room

August 18
11:00 AM iviewit meeting - East Conf. room

August 23
11:00 AM iviewit meeting - Large Conf. room

August 30 Mr. Wheeler's meeting with B. Utley



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

**EXHIBIT ("K") – JOHN DEERING OF WACHOVIA SECURITIES LETTER
REGARDING SENT PRIVATE PLACEMENT MEMORANDUMS**

-----Original Message-----

From: Eliot I. Bernstein [<mailto:eliot@iviewit.com>]

Sent: Friday, January 05, 2001 7:01 PM

To: Brian G. Utley; Maurice R. Buchsbaum; Joe S. Lee (E-mail); John D. Deering (E-mail)

Subject: FW: iviewit PPM Distribution Update

David Colter of Warner Brothers knows Jim Orlando ot of San Jose at Battery Ventres and told Jim to review iviewit's site. Hope this helps.

-----Original Message-----

From: Joe Lee [<mailto:Joe.Lee@WachoviaSecurities.com>

<<mailto:Joe.Lee@WachoviaSecurities.com>>]

Sent: Friday, January 05, 2001 4:47 PM

To: 'Brian Utley'; 'Maurice Buchsbaum'

Cc: 'Eliot Bernstein'; 'ray@iviewit.com'; 'hpowell@cb-ventures.com';

John Deering

Subject: iviewit PPM Distribution Update

Gentlemen,

Attached you will find a summary of the PPM distribution. We have contacted

20 investors: 16 have PPMs and 4 have passed.

We will make another round of calls to those with the books beginning Tuesday since Mondays tend to be partner meetings.

Regards,

Joe

<<PPM Distribution Management to Company 01-05-01.xls>>

Joe Lee

Investment Banking

Wachovia Securities, Inc.

(P) 404-240-5023

(F) 404-240-5121

joe.lee@wachoviasecurities.com



IVIEWIT PRIVATE & CONFIDENTIAL INFORMATION

**EXHIBIT (“L”) – P. STEPHEN LAMONT CEO OF IVIEWIT REVENUE
PROJECTIONS**

Calculated Discount Rate:	12.00%	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue Potential						
<i>Device OEM Licensing</i>		\$387,491,845	\$410,385,714	\$435,344,087	\$485,758,798	\$543,018,985
<i>Motion Picture Video on Demand ("VOD") Licensing</i>		4,260,793	4,778,426	5,648,251	7,151,662	9,707,205
<i>DVD Encoding/Replication</i>	90	383,471,325	430,058,359	508,342,628	643,649,599	873,648,447
<i>Appliances (copiers, printers, etc.)</i>	75%	290,618,884	307,789,285	326,508,066	364,319,098	407,264,239
<i>Other Device OEM's (scanners, game boxes, e-books, etc.)</i>	25%	96,872,961	102,596,428	108,836,022	121,439,699	135,754,746
<i>Delivery Systems (terrestrial, ISP, Wireless, etc.)</i>	100%	387,491,845	0	0	0	0
<i>Medical Imaging and Devices</i>	30%	116,247,554	123,115,714	130,603,226	145,727,639	162,905,696
<i>Wireless Devices</i>	70%	271,244,292	287,270,000	304,740,861	340,031,159	380,113,290
<i>Enterprise Software</i>	45	191,735,663	215,029,179	254,171,314	321,824,799	436,824,224
<i>Internet (auctions, retail games, etc.)</i>	45	191,735,663	215,029,179	254,171,314	321,824,799	436,824,224
Total Revenue Potential		2,321,170,824	2,096,052,285	2,328,786,447	2,752,637,898	3,387,047,772
Present Value -- Total Revenue Potential		1,875,454,356	1,670,960,048	1,657,584,195	1,749,351,147	1,921,901,867
Present Value -- Cumulative Revenue Potential		1,875,454,356	3,546,414,404	5,203,998,599	6,953,349,746	8,875,251,614
Present Value -- Cum. Rev. Pot. Over 20-Year Patent Life		\$17,353,552,075				