

1 which he was going to use on this portal and market it
2 to various potential customers to display on his - on
3 his portal.

4 Q. Okay. And this technique involved what in
5 particular?

6 MR. TRIGGS: Object to the form.

7 Q. What was the technique -- I'll rephrase
8 it. What was the technique that Mr. Bernstein
9 discussed with you?

10 A. Well, he didn't discuss it at length at
11 that time. So, I mean, we - that remained to be seen.

12 Q. That was in January of 1999.

13 A. Right.

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

17 A. Yes.

18 Q. Do you know when that took place?

19 A. It took place a few months later.

20 Perhaps - perhaps by midyear.

21 Q. By July or thereabouts as you --

22 A. A written agreement you're talking about?

23 Q. Right.

24 A. Right.

25 Q. Now, at the time this meeting took

1 place --

2 A. I mean, you're saying, was there a
3 retainer, a written fee agreement signed.

4 Q. Yes.

5 A. And that was not signed till months later.

6 Q. Now, what's the --

7 A. We undertook services earlier.

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

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

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

15 A. They do now.

16 Q. Did they in 1999?

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

19 Q. Are there any policies and procedures
20 manuals from that date, around January of 1999, which
21 would cover that topic?

22 A. I don't know.

23 Q. Are you -- You're a partner in that law
24 firm, is that correct?

25 A. Right.

1 Q. Are you part of the - or are you privy to
2 shareholders meetings at which internal policies of
3 the firm are discussed?

4 A. Absolutely. And there may be a policy
5 letter on it. I just don't recall seeing it. I mean,
6 we definitely have a policy as to it.

7 Q. Would you characterize that in your
8 experience at Proskauer Rose as usual or unusual that
9 a client was brought in with services without a
10 written retainer agreement?

11 MR. TRIGGS: Object to form.

12 A. Presently it would be unusual. At that
13 time it would not be as unusual, and the explanation
14 is, we've tightened up our procedures over the years
15 since that time. So it could have been perfectly
16 conceivable, just by way of clarification, to submit a
17 letter saying we were going to get a written fee
18 agreement and - and there not be proper follow-up,
19 internal follow-up on it for a matter of months at
20 that time, but now there are systems in place where
21 there is follow-up on it.

22 Q. Okay. Now, the corporate offices of
23 iviewit that we're talking about, where were they
24 located at this point in time?

25 A. They didn't exist, but --