



Savage Law Group
A Professional Limited Liability Corporation
Counselors at Law

April 25, 2014

Via Overnight Mail

Honorable James C. Francis
Daniel Patrick Moynihan
United States Courthouse
500 Pearl St.
New York, NY 10007-1312

**Re: Alexander Interactive, Inc. v. Adorama, Inc., et.al., 12 cv 6608 (PKC)(JCF)
(the "Action") – Response to Defendants 4/25/14 Letter to the Court and
Request for Relief**

Dear Judge Francis:

I am in receipt of Daniel Brown's correspondence (the "**Brown Letter**") to the Court of today's date and I file this letter response thereto.

Applicable Background

As you know, this litigation has been particularly volatile and nasty, culminating in the discovery by the Plaintiffs that the Defendants have destroyed important electronic evidence, repeatedly failed to disclose and/or produce documents in this action, and engaged in inappropriate conduct in connection with third party witness depositions.

As you also know, a significant amount of litigation was undertaken by the parties in connection with the Defendants' forensic expert review at Alexander interactive's ("**AI**") premises, which was to take place on April 23 and 24.

Based upon the Court's last entered order (dated March 24, 2014, Doc No. 116), wherein the Court directed AI to produce data pursuant to the data set forth in the "Ragona Declaration," AI's technology people, along with the undersigned, committed long hours to accumulating this data, including looking for any and all additional backups of the ADR site in AI's possession, as requested in the Ragona Declaration (12 cv 6608, Doc. No. 114, Paras. 10-15).

On April 23, the Defendants' experts came to AI's premises. During that day I observed certain copying of electronic data by ADR's forensic experts was taking. Therefore, during the afternoon of April 23rd, I inquired if the Defendants' experts would want hard-wire Ethernet ports in the conference room (versus WiFi) for their second day of expert review in order to expedite their investigation and downloading. They said yes and were quite appreciative of this.



Accordingly, after the Defendants' experts left on April 23, 2014 (the first day of expert review), AI's IT director stayed late to install ports in the conference room, with a router, to make certain Adorama's experts could expedite and maximize their time to be spent at AI's premises on April 24, 2014.

Of course, at 10:31 pm on April 23rd, Mr. Brown notified the undersigned that, after demanding all the data in the Ragona Declaration and requesting the Ethernet ports, the Defendants' experts would not be appearing the following day (i.e. April 24th).

At the beginning of the first day of Defendants' expert review, the undersigned explained to the three (3) present forensic experts and Defendants' counsel (not Mr. Brown), the nature, type and form of data being produced and I stated that I wanted a list in writing signed by the Defendants' counsel at the close of the review of April 24, 2014 setting forth all data produced and the form in which it was produced. This was agreed to by the Defendants' counsel and experts, but of course, Plaintiffs never received such a list for review and approval.

Then, during the expert review, Mr. Ragona asked me questions that I clearly saw were only being asked as a basis to allow the Defendants to build a case that the Plaintiffs had failed to preserve evidence so they could use it in their response to the discovery motions filed by the Plaintiffs and pending before this Court. When Mr. Brown sent his April 23, 2014 email (Exhibit A to the Brown Letter), I knew this was his intent. I admit, I was perturbed. It was late at night, I was tired from having engaged in the necessary preparation for the Defendants' expert review, and I sent a responsive email to Mr. Brown with curse words in it.

The Allegations

a. Vulgar and Unprofessional Communications with Counsel

Now, we have this one writing that was sent by me to Mr. Brown and produced to your Honor containing curse words. Of course, I'm not proud of the vulgarities contained in the email and I certainly apologize for the use of such language. And while being tired and angry is not excuse, I respectfully ask that the Court take this into consideration when addressing this matter. I would also point out, however, that unlike Mr. Brown, whose abuses took place during depositions and are discussed more fully below, my vulgarity did not occur during depositions or in front of witnesses or his client, nor is there a record of abusive conduct by the undersigned in this case. Accordingly, Mr. Brown's reliance on *Matter of Schiff*, 190 A.D.2d 293 (1st Dept. 1993) is not applicable to this matter.

Unfortunately, vulgar and unprofessional communications have been rampant in this case from many sides, particularly from Mr. Brown, who enjoys yelling during most of our "meet and confer" conversations and during the Plaintiffs' witnesses' depositions. During "meet and confers" he has told me to "shut up" in front of other counsel, expert witnesses and while we were the only ones on the call, and further raises his voice repeatedly. This conduct also took



place during the Court-ordered telephone call by and among Tim Broder and Adorama's expert witnesses and monitored by the Plaintiffs' witness, Mr. Nick Zatkovich. During this call Mr. Brown told me to "shut up" a number of times and yelled at me repeatedly during the call.

During depositions, Mr. Brown has repeatedly yelled at me to "be quiet," "shut up" or has told other counsel representing third party witnesses to ignore me and my objections. I'd like an opportunity to produce to your Honor videotapes of depositions and ask this Court to likewise consider censure and or sanctioning of Mr. Brown for his conduct during said depositions. In the meantime, some deposition pages are attached reflecting Mr. Brown's repeated conduct (See Exhibit 1 hereto). Videotapes are required to hear his decibel levels and attempts to use his yelling at depositions to intimidate the witness or me, as the case may be.

Mr. Brown's repeated misconduct during depositions certainly fits more squarely into *Matter of Schiff*, 190 A.D.2d 293 (1st. Dept. 1993), cited in the Brown Letter. In *Schiff*, the Court censured an attorney for saying inappropriate things to a female attorney representing a personal injury deponent arguing that the censured attorney was attempting to intimidate counsel and the witness.

In any event, certainly my cursing was not warranted and such conduct will not take place in the future. In the meantime, I hope this Court will also address the continued contempt, bullying and abusive conduct by Mr. Brown during depositions in this case, as well.

b. The Alleged Taping

Mr. Brown has attached an email I sent to him wherein I state that I taped a discussion of the information produced by Plaintiffs to Adorama's experts. I can represent to this Court, under penalty of perjury, that no such taping took place. Further, if required, I will produce to a court appointed forensic examiner, my computer, ipad and phone, which I had in my possession in the conference room at the time of Adorama's expert review, for any examination to reveal if I taped or deleted any taping of conversations. Had Mr. Brown waited for my response to his demand that I turn over the alleged tape, which was made yesterday afternoon at 3:31 pm, I would have been able to disclose the foregoing to him. Instead, and without a "meet and confer," he filed the Brown Letter with Court in an attempt to sully the Plaintiffs and me; just as anticipated.

My purpose in stating that the conversation was taped was to compel honest conduct by Mr. Brown, his clients and their experts. Throughout this case, counsel for the Defendants has made many offensive misrepresentations to this Court (which could not be proved definitively), has engaged in so much improper and unethical conduct (as more fully set forth in the motions presently pending before the Court), and has failed to produce demanded documents and electronic data to the Plaintiffs' experts. Then, after much contentious litigation before this Court and exhortations to this Court of the importance of a plethora of electronic data that the Defendants' demanded the Plaintiffs' produce (regardless of the irrelevance of much of the demanded electronic data and burdensome nature of said production, as argued by the Plaintiffs



to this Court), Defendants' expert then failed to fully review all the produced data after demanding it and after seeking the installment of Ethernet ports to expedite downloading and review of said data. Accordingly, when Mr. Brown sent his email to counsel (Exhibit A to the Brown Letter) apparently trying to set up a case that production was inadequate, incomplete or that the Plaintiffs had engaged in misconduct, the undersigned said that she had taped the conversation with Adorama's experts in an effort to compel honesty from Defendants' counsel before this Court (See Exhibit 2 attached hereto).

Applicable Ethical Considerations and Law

The "Conclusion" of Formal Opinion 2003-02, issued by The Association of the Bar of the City of New York, and cited in the Brown Letter, states that:

NY City 80-95 and 95-10 are modified. A lawyer may tape a conversation without disclosure of that fact to all participants if the lawyer has a reasonable basis for believing that disclosure of the taping would significantly impair pursuit of a generally accepted societal good. However, undisclosed taping entails a sufficient lack of candor and a sufficient element of trickery as to render it ethically impermissible as a routine practice.

(emphasis added).

First of all, I made no tape. But even if I did, I do not engage in taping anyone or any conversations as a "routine practice."

Second, clearly, even if a tape were made (which it wasn't), it would not have been made for any "trickery." The undersigned disclosed the alleged existence of a tape before Defendants' counsel filed any papers with the Court and prior to any depositions or testimony by witnesses.

Accordingly, it is clear that even if such a recording existed, the undersigned made a disclosure of said alleged recording before Defendants' counsel took any action that could have been impeached or found perjurious, *ex post facto*, by any such tape. Thus, no trickery was contemplated, even if such a taping were made; which it was not.

Finally, the proposed taping of any conversation to compel an honest recitation of the Plaintiffs' conduct in this case by the Defendants' counsel is certainly a generally accepted societal good. This concept is consistent with the provisions of the Federal Wiretap Act (Title III of the Omnibus Crime Control and Safe Streets Act of 1968, codified at 18 U.S.C. §§ 2510-21). Certainly, lying to court and filing papers in violation of FRCP 11 can result in perjury charges (i.e. a crime). In *Caro v. Weintraub*, 618 F.3d 94 (2d Cir. 2010), the Second Circuit Court of Appeals analyzed the Federal Wiretap Act. In discussing the legislative history of the Wiretap Act, the *Caro* Court explained that,



Senator Hart and Senator John L. McClennan proposed an amendment to the bill that would limit the one-party consent rule to “private persons who act in a defensive faction.” 114 Cong. Rec. 14694 (1968). This meant that interceptions by a party to the conversation would be forbidden if they were made “with an unlawful motive,” such as “blackmailing the other party, threatening him, or publicly embarrassing him.” *Id.* However, a party to a criminal conversation that recorded the conversation in order to bring evidence to the police or recording “*out of a legitimate desire to protect himself and his conversation from later distortions or other unlawful or injurious uses by the other party*” would be protected under the statute. *Id.*

Caro, 618 F.3d 94 at 99 (emphasis added).

Given the Defendants’ and their counsel’s conduct in this case, the undersigned alleged the existence of a tape to compel honesty and forthrightness by the Defendants, their experts and their counsel to this Court. Accordingly, even if such a recording existed, and (a) given that recording conversations is not a routine practice of the undersigned, (b) the apparent lack of intent to trick Mr. Brown or the Defendants’ experts with any purported tape, and (c) the undersigned’s objective of compelling honest conduct from Mr. Brown, such objective certainly falls in both the word and spirit of NY Bar Association Formal Opinion 2003-02 and the Federal Wiretap Act. Conversely, the absence of such a tape, even in the face of the allegation of an existence of one to serve the purpose discussed above and as contemplated by the Federal Wiretap Act, cannot make any of the undersigned’s conduct unethical or a violation of any disciplinary rule or applicable law.

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Conclusion

For the reasons set forth hereinabove, I respectfully,

1. Ask this Court and Mr. Brown to accept my full apology for the curse words contained in my email to Mr. Brown and ask that this Court decline to censure or sanction me;
2. Ask this Court to direct Mr. Brown to refrain from yelling at Plaintiffs' counsel and witnesses, refrain from telling the undersigned to "shut up," or using any other offensive and abusive comments directed toward the undersigned during depositions and any other oral communications; and
3. Ask this Court to conclude that I (a) did not tape the conversation alleged in Mr. Brown's letter to the Court, (b) utilized the allegation of the existence of such a tape for good and honest intentions and no trickery, and (c) thus, violated no applicable ethical rules or laws.

I thank your Honor for your kind attention and consideration to this matter.

Respectfully,

Denise L. Savage

EXHIBIT 1

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1 TIM BRODER
 2 document.
 3 MR. BROWN: No, you can't do
 4 that.
 5 MS. SAVAGE: Yes, I can.
 6 You've given him the whole
 7 document --
 8 MR. BROWN: Denise, quiet.
 9 Enough.
 10 BY MR. BROWN:
 11 Q There are no classification schemes
 12 in here, are there?
 13 MS. SAVAGE: Objection. You
 14 know there are because Ms. Lippke
 15 testified to it.
 16 MR. BROWN: She testified they
 17 weren't in there.
 18 MS. SAVAGE: That's not what
 19 she testified.
 20 MR. BROWN: She said that they
 21 were filtered out.
 22 MS. SAVAGE: No, she didn't.
 23 She said you could determine what the
 24 classification importance was based
 25 upon the R number that was attributed

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1 TIM BRODER
 2 I'm sure you would.
 3 MS. SAVAGE: How dare you?
 4 What you are doing is unethical.
 5 MR. BROWN: Enough, enough.
 6 Unethical? Give me a break.
 7 MS. SAVAGE: Yes, this is
 8 terribly unethical. You can't stop a
 9 witness from looking at an entire
 10 document if you've given it to him
 11 and it's before him.
 12 MR. BROWN: I've asked him to
 13 look at specific tickets.
 14 MS. SAVAGE: You can't just
 15 represent an earlier witness'
 16 testimony, instead pulling out the
 17 deposition and reading it to him.
 18 MR. BROWN: I'm through talking
 19 to you. I'm through talking to you.
 20 BY MR. BROWN:
 21 Q Mr. Broder, can you, by looking at
 22 the -- let's look at -- I refer you back to
 23 Ticket Number 57 on the order status,
 24 Adorama Ticket 2112.
 25 Do you see that?

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1 TIM BRODER
 2 to each one.
 3 And if you look at the first page,
 4 it even talks about how the R 26 number
 5 shows the most important of them.
 6 MR. BROWN: Denise, thanks for
 7 your testimony.
 8 MS. SAVAGE: No. You're not
 9 going to mislead the client as to an
 10 earlier witness' testimony and get an
 11 answer you want.
 12 MR. BROWN: I'm not, I'm not.
 13 You're --
 14 MS. SAVAGE: That is
 15 inappropriate. If you want to pull
 16 out her testimony and read it to him,
 17 you read it to him from her
 18 deposition. You don't
 19 mischaracterize her testimony.
 20 MR. BROWN: Please mark the
 21 record.
 22 (Marked for a ruling.)
 23 MS. SAVAGE: Yeah, I would love
 24 to go to the judge about that.
 25 MR. BROWN: I'm sure you would.

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1 TIM BRODER
 2 A I do.
 3 Q Do you see anywhere in that, for
 4 that ticket specifically, anything in this
 5 export that designates what classification
 6 is included or what classification was
 7 ascribed to this ticket?
 8 MS. SAVAGE: Objection.
 9 A Not that ticket specifically, no.
 10 BY MR. BROWN:
 11 Q Normally, in a JIRA export where
 12 classification schemes are included, do they
 13 appear in a column, such as an in an export
 14 like this, where it says "immediate" or
 15 "urgent" in that type of format?
 16 A I don't know if that would be
 17 normal. I don't know if that's part of the
 18 default export options.
 19 Q Well, if you wanted to include the
 20 classification schemes to provide full
 21 transparency, would they be included where
 22 you can see the words, "immediate, normal or
 23 urgent"?
 24 MS. SAVAGE: Objection to the
 25 term, "full transparency." I didn't

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1 TIM BRODER
 2 MR. BROWN: It's a
 3 hypothetical.
 4 MS. SAVAGE: But there's no
 5 reason to use a hypothetical in this
 6 case. We have all the change order
 7 documents.
 8 MR. BROWN: He can answer it.
 9 That's fine.
 10 Q You can answer the question.
 11 MS. SAVAGE: Then it's
 12 irrelevant.
 13 MR. BROWN: That's fine. It's
 14 an objection. Doesn't mean he can't
 15 answer the question.
 16 A Can you repeat the question,
 17 please.
 18 Q Sure.
 19 If throughout the project AI was
 20 receiving requests for new functionality --
 21 A Hypothetically.
 22 Q Hypothetically, and new rules that
 23 caused every couple of days AI to have to go
 24 back and recode and redevelop substantial
 25 portions of the Website, would it make any

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1 TIM BRODER
 2 redevelopment of the code necessitated by
 3 those change requests, would it make sense
 4 to hand it off to the client and say it's
 5 ready for a final UAT at that point before
 6 development was complete?
 7 MS. SAVAGE: Objection.
 8 There's no testimony there was a
 9 final UAT.
 10 MR. BROWN: It's a
 11 hypothetical.
 12 MS. SAVAGE: Assumes facts not
 13 in evidence.
 14 MR. BROWN: It's a
 15 hypothetical.
 16 MS. SAVAGE: Then it's
 17 irrelevant.
 18 MR. BROWN: That's fine. You
 19 can object on relevance.
 20 MS. SAVAGE: Oh, my God, will
 21 this ever end.
 22 MR. BROWN: No, not until seven
 23 hours.
 24 Q You can answer the question.
 25 MR. BROWN: Mark the record,

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1 TIM BRODER
 2 sense for AI, while it was processing and
 3 redeveloping those codes, to turn to Adorama
 4 and ask Adorama to conduct UAT during these
 5 change request periods?
 6 A That would depend on whether the
 7 change requests are approved because a lot
 8 of the work we did with change requests was
 9 this was what was in front of us.
 10 And coming up with a solution.
 11 Q Wouldn't it also require for UAT to
 12 make sense for AI to have completed those
 13 change requests so that you were handing
 14 back to the client something that had
 15 effectuated the changes at your request,
 16 right?
 17 MS. SAVAGE: Objection.
 18 A It would depend on what the change
 19 request was and what component it related to
 20 with regards to what components were being
 21 handed off for that portion of the UAT.
 22 Q What about for final UAT?
 23 For final UAT, if there were change
 24 requests that kept on coming at you and you
 25 weren't done with completing the

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1 TIM BRODER
 2 counsel's inappropriate remarks.
 3 (Request made.)
 4 MS. SAVAGE: This isn't an
 5 inappropriate remark. You have
 6 documents that you can question him
 7 about what actually happened in this
 8 case.
 9 MR. BROWN: Enough, Denise.
 10 Enough, Denise.
 11 Q Please answer the question.
 12 A It would depend on whether those
 13 change requests have been approved and/or if
 14 it was agreed that they would affect the
 15 timeline.
 16 Q Wouldn't it also depend on those
 17 change requests not only be approved and
 18 affecting the timeline but also the
 19 development necessitated by those change
 20 requests would be completed, right? Before
 21 final UAT?
 22 A Can you repeat that one more time.
 23 Q Well, it's not just approval of the
 24 change requests and the timeline, it's --
 25 A Sorry. Go ahead.

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1 J. VILLANO
 2 had with Mr. Mendlowits?
 3 A. It was pursuant to a conversation with
 4 Martin talking about how we are going to build
 5 the site based on the changing dynamics of the
 6 environment. So sounds like I was asking him,
 7 if we add new developers, is that going to
 8 increase our -- our, effectively, risk factor on
 9 this project by having too many cooks in the
 10 kitchen.
 11 MR. BROWN: Okay. I'm going to move
 12 to strike the earlier testimony about an
 13 attack by Mr. Mendlowits as nonresponsive.
 14 MS. SAVAGE: Objection.
 15 BY MR. BROWN:
 16 Q. Do you recall whether or not there
 17 were problems when you first joined AI about, on
 18 the Adorama project, regarding timelines for
 19 delivery of the -- of the Website?
 20 MS. SAVAGE: Objection. Totally
 21 vague, ambiguous. What time period?
 22 A. I don't understand.
 23 Q. Well, I asked you, when you first
 24 joined, do you recall in or around January of
 25 2011, do you recall if there were problems at

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1 J. VILLANO
 2 A. I don't recall if there were
 3 disagreements. I do recall there being tension
 4 because there was a lot going on. The client
 5 was very difficult to manage. They were
 6 frequently abusive and insulting, and that made
 7 it hard to have honest conversations with them.
 8 Q. You mentioned that -- you said they
 9 were frequently abusive and insulting. How were
 10 they abusive to you?
 11 MS. SAVAGE: Meaning to him personally
 12 or to everybody at AI?
 13 MR. BROWN: I'm meaning to him. I
 14 want to understand the basis for his
 15 statements.
 16 THE WITNESS: They would scream at
 17 people when you gave them an answer they
 18 didn't like. They set you up to be screamed
 19 at by Eugene where he would deploy ad
 20 hominem attacks. They would frequently
 21 argue with you about everything, often the
 22 meaning of simple words like "we."
 23 It was a very -- I quickly learned
 24 after joining that it was a very stressful
 25 account because the clients were often

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1 J. VILLANO
 2 that time between AI and Adorama concerning
 3 projected timelines for delivery of the Website?
 4 MS. SAVAGE: Objection to the word
 5 "problems."
 6 Q. Do you understand what the word
 7 "problems" means?
 8 MS. SAVAGE: I just don't know what
 9 you -- problems between --
 10 MR. BROWN: His understanding. His
 11 understanding. His understanding. Denise,
 12 his counsel is not objecting.
 13 MS. SAVAGE: It doesn't matter. I
 14 have a right to object in any event.
 15 MR. BROWN: You can object. But you
 16 have made your objection and then be quiet.
 17 THE WITNESS: I don't understand.
 18 BY MR. BROWN:
 19 Q. Do you understand what the word
 20 "problems" means? I mean --
 21 MR. KUBLANOVSKY: Objection. In what
 22 context?
 23 Q. Were there disagreements between the
 24 two parties about -- about timelines in or
 25 around January --

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1 J. VILLANO
 2 uncooperative, dishonest with each other, I
 3 would say, not telling the truth to each
 4 other about the problems that they were
 5 having, and just, you know, I mean I guess
 6 that really sums it up.
 7 BY MR. BROWN:
 8 Q. What is your basis for saying that
 9 they would set you up to allow Eugene to argue
 10 with you?
 11 A. So.
 12 MS. SAVAGE: I don't think he said
 13 Eugene. He said "they," meaning people at
 14 Adorama.
 15 Q. Yeah, he said that Ad- -- folks at
 16 Adorama would set you up --
 17 A. Uh-huh.
 18 Q. -- so that you would then get yelled
 19 at by Eugene, right?
 20 A. Uh-huh.
 21 Q. Okay. Can you give me an example of
 22 that?
 23 A. So an example was about six months in,
 24 trying to have an honest conversation again with
 25 Glen around the status of our project --

1 T. Broder

2 Mr. Vander Poel's root code --

3 MS. SAVAGE: You mean the copy
4 of --

5 MR. BROWN: Denise, let me finish
6 my question, please. I've asked you
7 kindly once, and now you've interrupted
8 me again. Let me get my question out.

9 Q. Other than the copy that you
10 claim Mr. Vander Poel created with respect to
11 the root code on Endeca, what other problems
12 did AI find on the output during its test of
13 the virtual machine?

14 MS. SAVAGE: Objection. First of
15 all, Mr. Vander Poel didn't create a
16 copy of a root code of Endeca. He
17 copied -- the witness testified.

18 MR. BROWN: Enough with the
19 speaking objections, Denise. The record
20 is the record.

21 MS. SAVAGE: I'm allowed to have
22 a speaking objection.

23 MR. BROWN: No, you're not. No,
24 you're not.

25 MS. SAVAGE: The rules say that I

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1 G. BOUHATOUS - CONFIDENTIAL
 2 Q. Okay. Now, earlier you said
 3 that -- you said that the Academy authored
 4 some standard good practices together with the
 5 issuer. Who is the issuer that you were
 6 referring to? Is that Magento?
 7 A. Yes.
 8 Q. So is it your testimony that the
 9 Academy, together with Magento, authored a set
 10 of good coding practices; is that right?
 11 A. It's not exactly what I said.
 12 What I said is that the Academy distributed
 13 documents and documentations within the
 14 community. That's what I said.
 15 And also through its consulting
 16 offerings Magento, Inc. did the same within
 17 the same period of time, or maybe a little bit
 18 later on. And other providers might have
 19 contributed to this distribution of knowledge
 20 in a general way. What I did not say is that
 21 we worked hand in hand with Magento, Inc. to
 22 develop.
 23 Q. I understand. Thank you for that
 24 clarification.
 25 When did the Academy first

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1 G. BOUHATOUS - CONFIDENTIAL
 2 knowledge on forums or sites dedicated to such
 3 sharing of information.
 4 Q. So when you refer to community
 5 you're making reference to the online forums
 6 where the Academy also shares its knowledge of
 7 best coding practices to others who use
 8 Magento, correct?
 9 MS. SAVAGE: Objection.
 10 A. Yes.
 11 Q. And you also mentioned that
 12 Magento, Inc. has -- distributes its own best
 13 coding practices documents; is that right?
 14 MS. SAVAGE: Objection. If he
 15 knows. You haven't established a
 16 foundation as to how you --
 17 MR. BROWN: He testified to it,
 18 Denise. And just make your objection.
 19 Don't interrupt.
 20 MS. SAVAGE: Try to ignore how
 21 rude he is.
 22 A. Yes. Distributes documents and
 23 information on everything that has to do with
 24 Magento. It also distributes documentation
 25 that is specifically targeting its partners.

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1 G. BOUHATOUS - CONFIDENTIAL
 2 distribute to the community the best coding
 3 practices that you just made reference to?
 4 MS. SAVAGE: Objection to two
 5 things. One, I'm not sure he testified
 6 they were distributed to the community.
 7 And I'm not even sure what the community
 8 means.
 9 A. I don't even understand why I'm
 10 being asked a question about the community.
 11 What is more interested, rather, is that the
 12 Academy might have distributed some formation
 13 to the community on-site, et cetera, et
 14 cetera. In other words, we're a consulting
 15 firm. These good practices, we provide them
 16 as a whole and we provide them in the best
 17 possible way within our consulting offerings.
 18 Q. Okay. So I think I understand
 19 now.
 20 So the Academy provides its
 21 interpretation of best coding practices as
 22 part of its consulting offerings to its
 23 clients; is that right?
 24 A. That's it. In addition, we have
 25 activities that have to do with sharing

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1 G. BOUHATOUS - CONFIDENTIAL
 2 And whether or not the issue it puts on its
 3 documents Magento best practices and so forth,
 4 I wouldn't know. I'm not the distributor.
 5 What I do know is they distribute knowledge,
 6 documentations in particular to their
 7 partners. Now, what's inside those documents,
 8 that I wouldn't know.
 9 Q. Have you ever reviewed any of the
 10 online information that -- online knowledge
 11 information that you made reference to that
 12 Magento has distributed?
 13 A. On their Web site they indeed have
 14 such documents. Now, that's what they have
 15 today. Whether or not they had those in the
 16 past -- that's it. So, yes, there are some
 17 resources and they also offer some online
 18 video training I think.
 19 Q. Have you availed yourself of any
 20 of those current offerings that are on there
 21 just to see where Magento is at in terms of
 22 its training offerings?
 23 A. Yes.
 24 Q. And why do you do that?
 25 A. Because I'm interested in knowing

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1 G. BOUHATOUS - CONFIDENTIAL
 2 translator. Not you.
 3 MS. SAVAGE: Okay.
 4 MR. BROWN: Enough, quiet.
 5 MS. SAVAGE: No, excuse me. You
 6 can't talk to me like that.
 7 MR. BROWN: He translates.
 8 MS. SAVAGE: I don't care.
 9 MR. BROWN: He's the translator.
 10 That's his role. You can't interrupt
 11 him.
 12 MS. SAVAGE: That's fine. That
 13 doesn't mean that I am not able to ask
 14 the translator --
 15 MR. BROWN: Yeah, you're not. Are
 16 you a certified translator, Ms. Savage?
 17 MS. SAVAGE: Excuse me. Excuse
 18 me. I'm able to make a record here.
 19 MR. BROWN: No, you're not.
 20 MS. SAVAGE: I am.
 21 MR. BROWN: He's certified. He
 22 translate. Not you.
 23 MS. SAVAGE: Excuse me. Bertrand,
 24 I'm certainly not questioning your
 25 professional capability. I just want to

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1 G. BOUHATOUS - CONFIDENTIAL
 2 question before you interrupted and
 3 started testifying and interrupted the
 4 translator.
 5 MS. SAVAGE: I didn't testify to
 6 anything.
 7 MR. BROWN: You absolutely did.
 8
 9 BY MR. BROWN:
 10 Q. Did Mr. Broder in any of your
 11 discussions regarding the audits, indicate
 12 that the problems that you were calling to his
 13 attention were a result of change requests
 14 from Adorama?
 15 THE INTERPRETER: The interpreter
 16 would just like to make one very small
 17 and very quick linguistic comment.
 18 "Demand" would not be the proper
 19 translation in English because even
 20 though it looks like it's the French
 21 word, demande, in English it has to be
 22 "request" because demand is, you know,
 23 almost a requirement imposed or expected
 24 from someone else from what I understand
 25 in the English language. Therefore, I

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1 G. BOUHATOUS - CONFIDENTIAL
 2 make certain --
 3 MR. BROWN: Then don't interrupt
 4 him.
 5 MS. SAVAGE: -- because this is a
 6 very important --
 7 MR. BROWN: You can ask him
 8 yourself.
 9 MS. SAVAGE: Excuse me.
 10 MR. BROWN: No. This is my
 11 questioning.
 12 MS. SAVAGE: I am just looking to
 13 have a very explicit and precise
 14 translation.
 15 MR. BROWN: Then you can ask it on
 16 your questioning. He's doing fine.
 17 MS. SAVAGE: How do you know? You
 18 don't speak French.
 19 MS. BROWN: We'll, I'm not a
 20 certified translator. He is. And you're
 21 not, Ms. Savage. You're here as an
 22 attorney.
 23 MS. SAVAGE: Go ahead. Are we
 24 going?
 25 MR. BROWN: Yeah. I'm finding the

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1 G. BOUHATOUS - CONFIDENTIAL
 2 will stick to my translation.
 3 MS. SAVAGE: That's fine.
 4 MR. BROWN: That's good because
 5 that's why you're here. She's not here
 6 to translate for you. That's what your
 7 role is.
 8 THE INTERPRETER: That's all.
 9 A. I will just repeat my previous
 10 answer. Tim never mentioned that to me and
 11 actually I don't see the connection.
 12 Now, it's true that sometime a
 13 technical issue results from request for
 14 changes submitted by the client. But in
 15 relation to a issue that were noted during
 16 audit V1, V2 and V3, I don't know how -- you
 17 know, how the issues at stake could have been
 18 caused by this type of request since here
 19 we're only talking about the quality of the
 20 code and the architecture.
 21 Q. And is it also -- is there
 22 another -- strike that.
 23 Is it also true that another
 24 reason there's no connection between the
 25 findings that you found in versions 1, 2 and

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1 J. VILLANO
 2 had with Mr. Mendlowits?
 3 A. It was pursuant to a conversation with
 4 Martin talking about how we are going to build
 5 the site based on the changing dynamics of the
 6 environment. So sounds like I was asking him,
 7 if we add new developers, is that going to
 8 increase our -- our, effectively, risk factor on
 9 this project by having too many cooks in the
 10 kitchen.
 11 MR. BROWN: Okay. I'm going to move
 12 to strike the earlier testimony about an
 13 attack by Mr. Mendlowits as nonresponsive.
 14 MS. SAVAGE: Objection.
 15 BY MR. BROWN:
 16 Q. Do you recall whether or not there
 17 were problems when you first joined AI about, on
 18 the Adorama project, regarding timelines for
 19 delivery of the -- of the Website?
 20 MS. SAVAGE: Objection. Totally
 21 vague, ambiguous. What time period?
 22 A. I don't understand.
 23 Q. Well, I asked you, when you first
 24 joined, do you recall in or around January of
 25 2011, do you recall if there were problems at

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1 J. VILLANO
 2 A. I don't recall if there were
 3 disagreements. I do recall there being tension
 4 because there was a lot going on. The client
 5 was very difficult to manage. They were
 6 frequently abusive and insulting, and that made
 7 it hard to have honest conversations with them.
 8 Q. You mentioned that -- you said they
 9 were frequently abusive and insulting. How were
 10 they abusive to you?
 11 MS. SAVAGE: Meaning to him personally
 12 or to everybody at AI?
 13 MR. BROWN: I'm meaning to him. I
 14 want to understand the basis for his
 15 statements.
 16 THE WITNESS: They would scream at
 17 people when you gave them an answer they
 18 didn't like. They set you up to be screamed
 19 at by Eugene where he would deploy ad
 20 hominem attacks. They would frequently
 21 argue with you about everything, often the
 22 meaning of simple words like "we."
 23 It was a very -- I quickly learned
 24 after joining that it was a very stressful
 25 account because the clients were often

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1 J. VILLANO
 2 that time between AI and Adorama concerning
 3 projected timelines for delivery of the Website?
 4 MS. SAVAGE: Objection to the word
 5 "problems."
 6 Q. Do you understand what the word
 7 "problems" means?
 8 MS. SAVAGE: I just don't know what
 9 you -- problems between --
 10 MR. BROWN: His understanding. His
 11 understanding. His understanding. Denise,
 12 his counsel is not objecting.
 13 MS. SAVAGE: It doesn't matter. I
 14 have a right to object in any event.
 15 MR. BROWN: You can object. But you
 16 have made your objection and then be quiet.
 17 THE WITNESS: I don't understand.
 18 BY MR. BROWN:
 19 Q. Do you understand what the word
 20 "problems" means? I mean --
 21 MR. KUBLANOVSKY: Objection. In what
 22 context?
 23 Q. Were there disagreements between the
 24 two parties about -- about timelines in or
 25 around January --

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1 J. VILLANO
 2 uncooperative, dishonest with each other, I
 3 would say, not telling the truth to each
 4 other about the problems that they were
 5 having, and just, you know, I mean I guess
 6 that really sums it up.
 7 BY MR. BROWN:
 8 Q. What is your basis for saying that
 9 they would set you up to allow Eugene to argue
 10 with you?
 11 A. So.
 12 MS. SAVAGE: I don't think he said
 13 Eugene. He said "they," meaning people at
 14 Adorama.
 15 Q. Yeah, he said that Ad- -- folks at
 16 Adorama would set you up --
 17 A. Uh-huh.
 18 Q. -- so that you would then get yelled
 19 at by Eugene, right?
 20 A. Uh-huh.
 21 Q. Okay. Can you give me an example of
 22 that?
 23 A. So an example was about six months in,
 24 trying to have an honest conversation again with
 25 Glen around the status of our project --

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1 TIM BRODER
 2 document.
 3 MR. BROWN: No, you can't do
 4 that.
 5 MS. SAVAGE: Yes, I can.
 6 You've given him the whole
 7 document --
 8 MR. BROWN: Denise, quiet.
 9 Enough.
 10 BY MR. BROWN:
 11 Q There are no classification schemes
 12 in here, are there?
 13 MS. SAVAGE: Objection. You
 14 know there are because Ms. Lippke
 15 testified to it.
 16 MR. BROWN: She testified they
 17 weren't in there.
 18 MS. SAVAGE: That's not what
 19 she testified.
 20 MR. BROWN: She said that they
 21 were filtered out.
 22 MS. SAVAGE: No, she didn't.
 23 She said you could determine what the
 24 classification importance was based
 25 upon the R number that was attributed

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1 TIM BRODER
 2 I'm sure you would.
 3 MS. SAVAGE: How dare you?
 4 What you are doing is unethical.
 5 MR. BROWN: Enough, enough.
 6 Unethical? Give me a break.
 7 MS. SAVAGE: Yes, this is
 8 terribly unethical. You can't stop a
 9 witness from looking at an entire
 10 document if you've given it to him
 11 and it's before him.
 12 MR. BROWN: I've asked him to
 13 look at specific tickets.
 14 MS. SAVAGE: You can't just
 15 represent an earlier witness'
 16 testimony, instead pulling out the
 17 deposition and reading it to him.
 18 MR. BROWN: I'm through talking
 19 to you. I'm through talking to you.
 20 BY MR. BROWN:
 21 Q Mr. Broder, can you, by looking at
 22 the -- let's look at -- I refer you back to
 23 Ticket Number 57 on the order status,
 24 Adorama Ticket 2112.
 25 Do you see that?

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1 TIM BRODER
 2 to each one.
 3 And if you look at the first page,
 4 it even talks about how the R 26 number
 5 shows the most important of them.
 6 MR. BROWN: Denise, thanks for
 7 your testimony.
 8 MS. SAVAGE: No. You're not
 9 going to mislead the client as to an
 10 earlier witness' testimony and get an
 11 answer you want.
 12 MR. BROWN: I'm not, I'm not.
 13 You're --
 14 MS. SAVAGE: That is
 15 inappropriate. If you want to pull
 16 out her testimony and read it to him,
 17 you read it to him from her
 18 deposition. You don't
 19 mischaracterize her testimony.
 20 MR. BROWN: Please mark the
 21 record.
 22 (Marked for a ruling.)
 23 MS. SAVAGE: Yeah, I would love
 24 to go to the judge about that.
 25 MR. BROWN: I'm sure you would.

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1 TIM BRODER
 2 A I do.
 3 Q Do you see anywhere in that, for
 4 that ticket specifically, anything in this
 5 export that designates what classification
 6 is included or what classification was
 7 ascribed to this ticket?
 8 MS. SAVAGE: Objection.
 9 A Not that ticket specifically, no.
 10 BY MR. BROWN:
 11 Q Normally, in a JIRA export where
 12 classification schemes are included, do they
 13 appear in a column, such as an in an export
 14 like this, where it says "immediate" or
 15 "urgent" in that type of format?
 16 A I don't know if that would be
 17 normal. I don't know if that's part of the
 18 default export options.
 19 Q Well, if you wanted to include the
 20 classification schemes to provide full
 21 transparency, would they be included where
 22 you can see the words, "immediate, normal or
 23 urgent"?
 24 MS. SAVAGE: Objection to the
 25 term, "full transparency." I didn't

Page 214

1 TIM BRODER
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 4 that.
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 19 she testified.
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1 TIM BRODER
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1 TIM BRODER
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 11 answer you want.
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 17 you read it to him from her
 18 deposition. You don't
 19 mischaracterize her testimony.
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 21 record.
 22 (Marked for a ruling.)
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 25 MR. BROWN: I'm sure you would.

Page 217

1 TIM BRODER
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 5 export that designates what classification
 6 is included or what classification was
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 14 like this, where it says "immediate" or
 15 "urgent" in that type of format?
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 17 normal. I don't know if that's part of the
 18 default export options.
 19 Q Well, if you wanted to include the
 20 classification schemes to provide full
 21 transparency, would they be included where
 22 you can see the words, "immediate, normal or
 23 urgent"?
 24 MS. SAVAGE: Objection to the
 25 term, "full transparency." I didn't

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1 TIM BRODER
 2 MR. BROWN: It's a
 3 hypothetical.
 4 MS. SAVAGE: But there's no
 5 reason to use a hypothetical in this
 6 case. We have all the change order
 7 documents.
 8 MR. BROWN: He can answer it.
 9 That's fine.
 10 Q You can answer the question.
 11 MS. SAVAGE: Then it's
 12 irrelevant.
 13 MR. BROWN: That's fine. It's
 14 an objection. Doesn't mean he can't
 15 answer the question.
 16 A Can you repeat the question,
 17 please.
 18 Q Sure.
 19 If throughout the project AI was
 20 receiving requests for new functionality --
 21 A Hypothetically.
 22 Q Hypothetically, and new rules that
 23 caused every couple of days AI to have to go
 24 back and recode and redevelop substantial
 25 portions of the Website, would it make any

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1 TIM BRODER
 2 redevelopment of the code necessitated by
 3 those change requests, would it make sense
 4 to hand it off to the client and say it's
 5 ready for a final UAT at that point before
 6 development was complete?
 7 MS. SAVAGE: Objection.
 8 There's no testimony there was a
 9 final UAT.
 10 MR. BROWN: It's a
 11 hypothetical.
 12 MS. SAVAGE: Assumes facts not
 13 in evidence.
 14 MR. BROWN: It's a
 15 hypothetical.
 16 MS. SAVAGE: Then it's
 17 irrelevant.
 18 MR. BROWN: That's fine. You
 19 can object on relevance.
 20 MS. SAVAGE: Oh, my God, will
 21 this ever end.
 22 MR. BROWN: No, not until seven
 23 hours.
 24 Q You can answer the question.
 25 MR. BROWN: Mark the record,

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1 TIM BRODER
 2 sense for AI, while it was processing and
 3 redeveloping those codes, to turn to Adorama
 4 and ask Adorama to conduct UAT during these
 5 change request periods?
 6 A That would depend on whether the
 7 change requests are approved because a lot
 8 of the work we did with change requests was
 9 this was what was in front of us.
 10 And coming up with a solution.
 11 Q Wouldn't it also require for UAT to
 12 make sense for AI to have completed those
 13 change requests so that you were handing
 14 back to the client something that had
 15 effectuated the changes at your request,
 16 right?
 17 MS. SAVAGE: Objection.
 18 A It would depend on what the change
 19 request was and what component it related to
 20 with regards to what components were being
 21 handed off for that portion of the UAT.
 22 Q What about for final UAT?
 23 For final UAT, if there were change
 24 requests that kept on coming at you and you
 25 weren't done with completing the

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1 TIM BRODER
 2 counsel's inappropriate remarks.
 3 (Request made.)
 4 MS. SAVAGE: This isn't an
 5 inappropriate remark. You have
 6 documents that you can question him
 7 about what actually happened in this
 8 case.
 9 MR. BROWN: Enough, Denise.
 10 Enough, Denise.
 11 Q Please answer the question.
 12 A It would depend on whether those
 13 change requests have been approved and/or if
 14 it was agreed that they would affect the
 15 timeline.
 16 Q Wouldn't it also depend on those
 17 change requests not only be approved and
 18 affecting the timeline but also the
 19 development necessitated by those change
 20 requests would be completed, right? Before
 21 final UAT?
 22 A Can you repeat that one more time.
 23 Q Well, it's not just approval of the
 24 change requests and the timeline, it's --
 25 A Sorry. Go ahead.

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1 G. BOUHATOUS - CONFIDENTIAL
 2 Q. Okay. Now, earlier you said
 3 that -- you said that the Academy authored
 4 some standard good practices together with the
 5 issuer. Who is the issuer that you were
 6 referring to? Is that Magento?
 7 A. Yes.
 8 Q. So is it your testimony that the
 9 Academy, together with Magento, authored a set
 10 of good coding practices; is that right?
 11 A. It's not exactly what I said.
 12 What I said is that the Academy distributed
 13 documents and documentations within the
 14 community. That's what I said.
 15 And also through its consulting
 16 offerings Magento, Inc. did the same within
 17 the same period of time, or maybe a little bit
 18 later on. And other providers might have
 19 contributed to this distribution of knowledge
 20 in a general way. What I did not say is that
 21 we worked hand in hand with Magento, Inc. to
 22 develop.
 23 Q. I understand. Thank you for that
 24 clarification.
 25 When did the Academy first

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1 G. BOUHATOUS - CONFIDENTIAL
 2 knowledge on forums or sites dedicated to such
 3 sharing of information.
 4 Q. So when you refer to community
 5 you're making reference to the online forums
 6 where the Academy also shares its knowledge of
 7 best coding practices to others who use
 8 Magento, correct?
 9 MS. SAVAGE: Objection.
 10 A. Yes.
 11 Q. And you also mentioned that
 12 Magento, Inc. has -- distributes its own best
 13 coding practices documents; is that right?
 14 MS. SAVAGE: Objection. If he
 15 knows. You haven't established a
 16 foundation as to how you --
 17 MR. BROWN: He testified to it,
 18 Denise. And just make your objection.
 19 Don't interrupt.
 20 MS. SAVAGE: Try to ignore how
 21 rude he is.
 22 A. Yes. Distributes documents and
 23 information on everything that has to do with
 24 Magento. It also distributes documentation
 25 that is specifically targeting its partners.

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1 G. BOUHATOUS - CONFIDENTIAL
 2 distribute to the community the best coding
 3 practices that you just made reference to?
 4 MS. SAVAGE: Objection to two
 5 things. One, I'm not sure he testified
 6 they were distributed to the community.
 7 And I'm not even sure what the community
 8 means.
 9 A. I don't even understand why I'm
 10 being asked a question about the community.
 11 What is more interested, rather, is that the
 12 Academy might have distributed some formation
 13 to the community on-site, et cetera, et
 14 cetera. In other words, we're a consulting
 15 firm. These good practices, we provide them
 16 as a whole and we provide them in the best
 17 possible way within our consulting offerings.
 18 Q. Okay. So I think I understand
 19 now.
 20 So the Academy provides its
 21 interpretation of best coding practices as
 22 part of its consulting offerings to its
 23 clients; is that right?
 24 A. That's it. In addition, we have
 25 activities that have to do with sharing

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1 G. BOUHATOUS - CONFIDENTIAL
 2 And whether or not the issue it puts on its
 3 documents Magento best practices and so forth,
 4 I wouldn't know. I'm not the distributor.
 5 What I do know is they distribute knowledge,
 6 documentations in particular to their
 7 partners. Now, what's inside those documents,
 8 that I wouldn't know.
 9 Q. Have you ever reviewed any of the
 10 online information that -- online knowledge
 11 information that you made reference to that
 12 Magento has distributed?
 13 A. On their Web site they indeed have
 14 such documents. Now, that's what they have
 15 today. Whether or not they had those in the
 16 past -- that's it. So, yes, there are some
 17 resources and they also offer some online
 18 video training I think.
 19 Q. Have you availed yourself of any
 20 of those current offerings that are on there
 21 just to see where Magento is at in terms of
 22 its training offerings?
 23 A. Yes.
 24 Q. And why do you do that?
 25 A. Because I'm interested in knowing

EXHIBIT 2

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Counselors at Law



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From: Denise Savage <dsavage@savagelitigation.com>

Date: Thu, Apr 24, 2014 at 9:54 AM

Subject: Fwd:

To: "Daniel J. Brown" <dbrown@reisssheppe.com>, Matthew Sheppe <msheppe@reisssheppe.com>, Ken Norwick <ken@norwickschad.com>

Dan:

I am at AI's offices. I arrived at 8:50 am. Your experts did not arrive here today. I am attaching a picture of the ports installed especially for your experts for use today. Further, I attach a screen shot of my computer reflecting the ethernet connection derived from these ports on my computer.

As I said in my email to you last night, your experts expressly represented that they would NOT attempt to access the share files provided yesterday and specifically stated that they would image the AWS file off premises via the cloud with the credentials I emailed to Simon yesterday morning while he sat across the table from me. That email is attached hereto.

The share files that your experts did not attempt to access yesterday and failed to come to AI to access today include all the backup from Tim Broder's hard drive, Chris Vander Pool's hard drive and Josh Rusch's hard drive. Contrary to your allegations, all work performed on the virtual machine to build it, was performed on josh rusch's computer.

While tim broder accessed the VM when loading the Adorama site on the hard drive, there was no data on his computer relating to or showing any programming of the VM. That is all of Josh Rusch's machine, which was produced fully intact. This was explained to your experts and is confirmed by the virtual machine files on the file server that your experts were given access to but failed to copy or view.

Further, your experts have chosen not to come back to access AI's QA server, Mercurial Repository, the server share for all Virtual Machine Files and the server containing back-up of computers of former employees (Mr. Vecchio, John Choe, Michael Lee, Jessica Dale, Brian Ephraim and Isaiah Bell) who left at or around the time AI terminated the agreement by and between itself and Adorama. These additional former employee computer backups done contemporaneously with each former employee's termination of employment, include source code, time stamps and commit logs that AI provided produced to your experts, in addition to the AWS Backup, as you requested all additional and earlier backups that AI could find. Log-in information (a copy of which was given to each of your experts) for access to the servers is also attached hereto.

Further, you failed to mention that yesterday AI produced to your experts a copy of the the entire source code repository provided by AI to Magento and Adorama (via Glen Holman), as referenced and set forth in an email from Alex Schmelkin to Susie Sedlecek and Glen Holman on April 23, 2012 (a copy of which was also provided to your experts) for the so-called Magento Audit.



That your experts failed to appear today to complete their review is reprehensible given the time, energy and efforts expended by AI to prepare for this review. Further, your misrepresentations in your email to me last night is nothing more than a reflection of your continued unethical conduct.

I noted that your experts all took notes while I explained everything that was produced to them for their review. I hereby demand that you produce all such notes immediately as a continuing demand under our demand for production of documents to Plaintiffs pursuant to 26(b)(4)(C)(ii).

Denise.

Denise L. Savage, Esq.
Savage Law Group
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Counselors at Law
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White Plains, New York 10606
(T) [914.271.5150](tel:914.271.5150), Ext. 1301
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From: Denise Savage <dsavage@savagelitigation.com>
Date: Thu, Apr 24, 2014 at 9:08 AM
Subject:
To: Denise Savage <dsavage@savagelitigation.com>

Friday, April 25, 2014 at 7:17:15 PM Eastern Daylight Time

Subject: AWS info

Date: Friday, April 25, 2014 at 7:17:09 PM Eastern Daylight Time

From: Denise L. Savage

To: sragona@tmprotection.com

Snapshot ID: snap-147c9c69

Started: April 2, 2012 5:00:04 AM UTC-4

Description: hoki:/dev/sdf:/usr/local/home

Denise L. Savage, Esq.

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Counselors at Law

50 Main Street, Suite 1000, White Plains, New York 10606

☎: 914.271.5150, Ext. 1301 ☎: Direct: 914.455.0087

✉: 914.271.5255 ✉: dsavage@savagelitigation.com

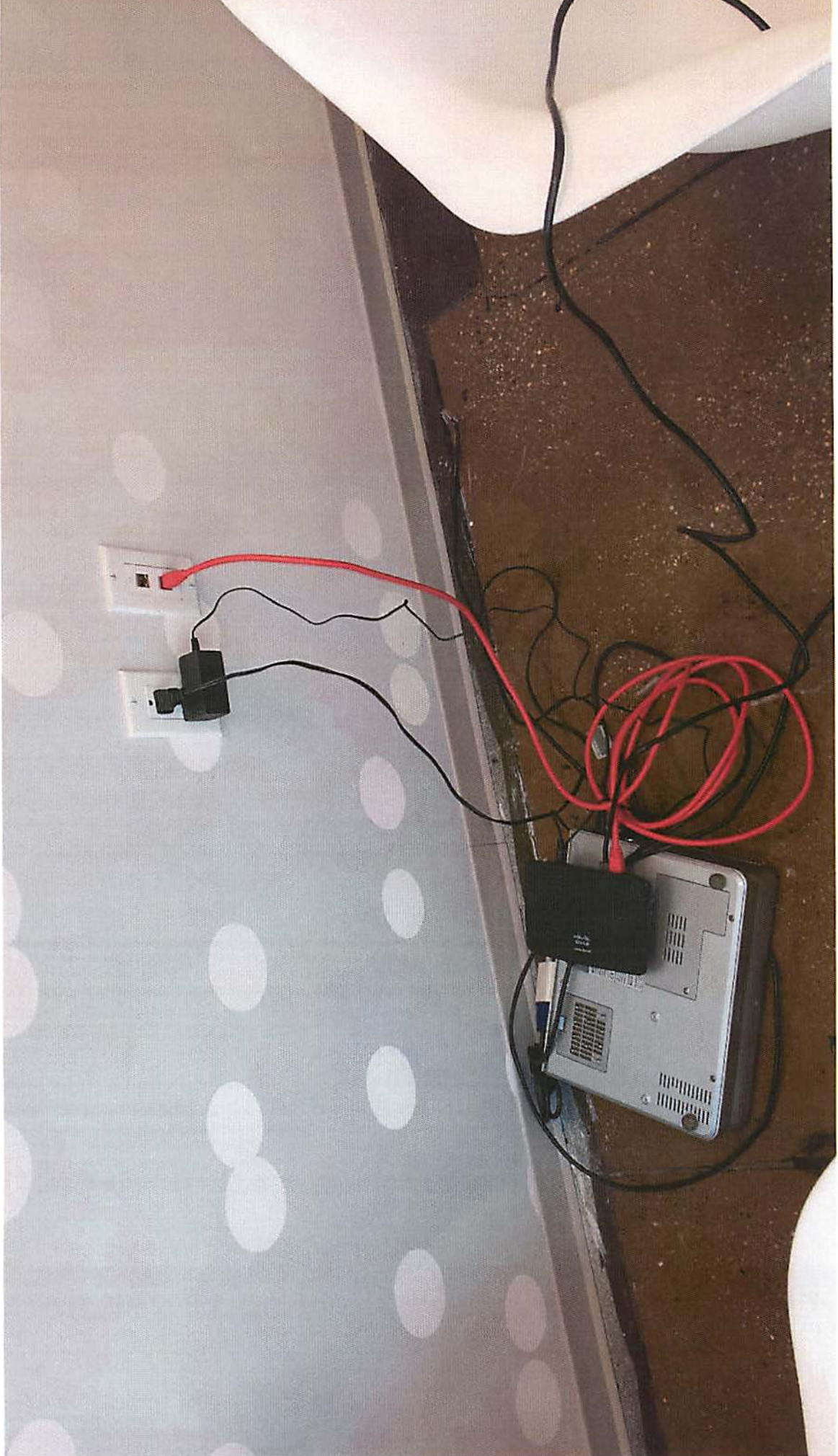
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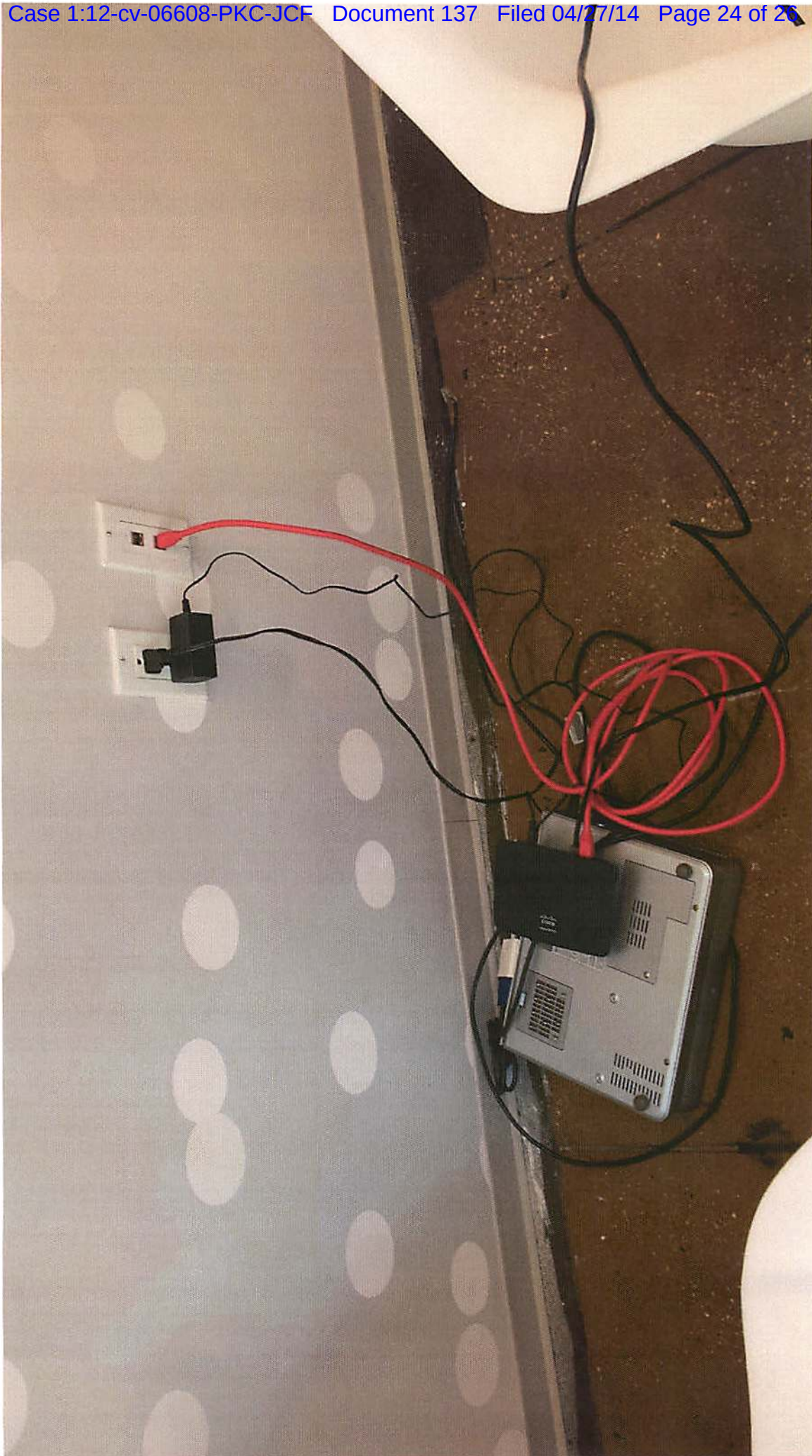


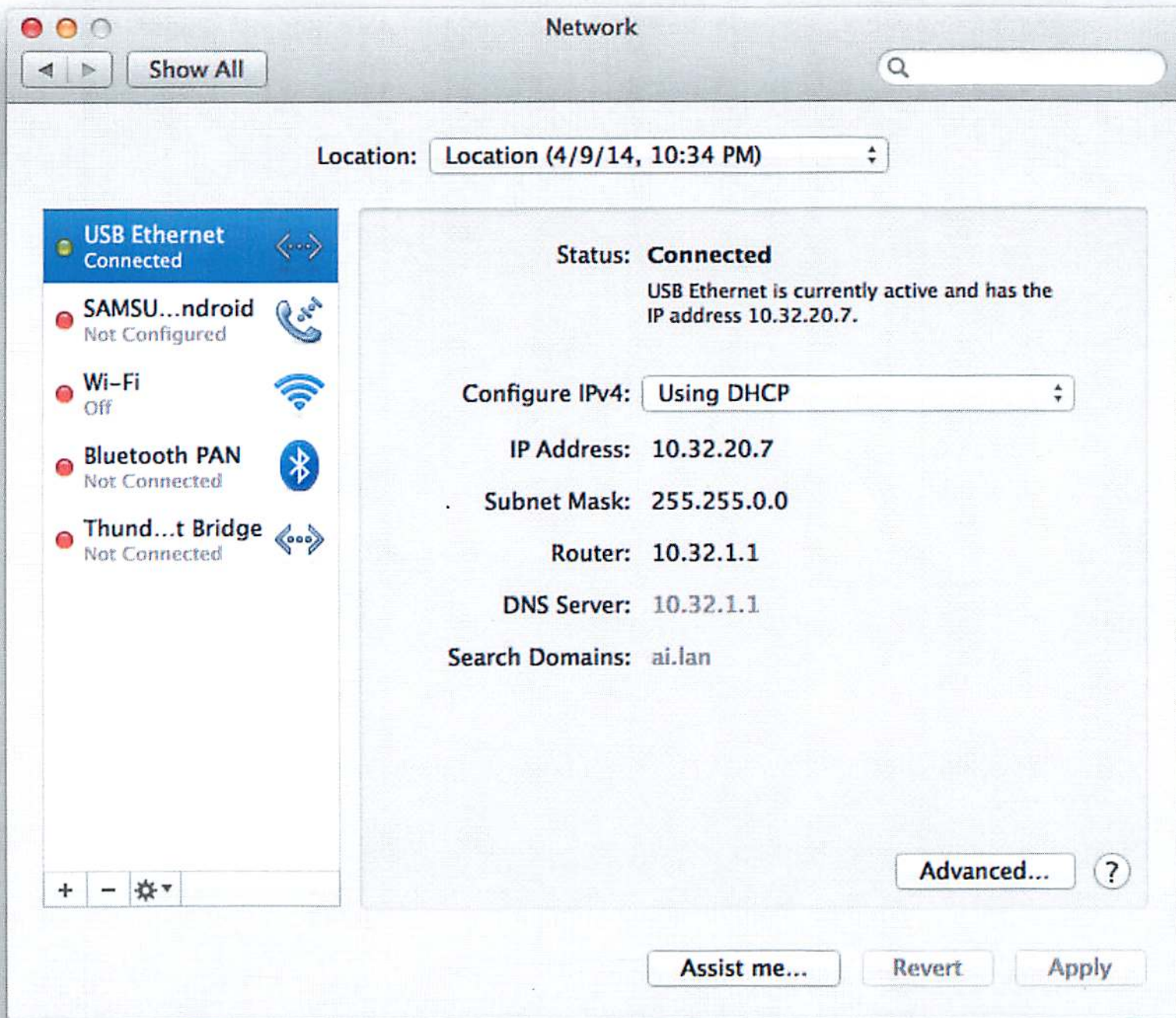
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inspection_info

Wireless SSID: Beagle
Password: ToastHorseBeer55

Time (QA) Server IP Address:

IP Address: 10.70.50.15

User: beagle

Password: ToastHorseBeer55

Once logged in, you can "sudo su - adorama" - this is where the QA files live.

Mercurial Repository

<https://hg.my.ai/adorama-magento/>

User: beagle

Password: bcUFjaqu

File Server Share for Virtual Machine files

\\10.10.10.25\Adorama

smb://10.10.10.25/Adorama

User: beagle

Pass: ToastHorseBeer55