

# Exhibit C

1 WAS THE BENEFIT THAT WAS NOT GIVEN BACK.

2 SO WHAT WE'RE ASKING FOR, OKAY, YOU GOT THIS BENEFIT,  
3 WE BELIEVE YOU TOOK SOME SORT OF TAX CREDIT FOR IT, SO THIS IS  
4 PART OF THE RESTITUTION THAT WE WANT TO GET IF YOU'RE GOING TO  
5 TAKE -- IF YOU'RE GOING TO BENEFIT FROM OUR WORK AND GET MONEY  
6 FROM OUR WORK, THEN RETURN THAT MONEY TO US.

7 **THE COURT:** EVEN IF YOU'RE OFFERING THAT WORK FOR  
8 FREE?

9 **MS. HALL:** FREE WITH RESTRICTIONS. KEY POINT.

10 **THE COURT:** FREE IS A RELATIVE TERM.

11 **MS. HALL:** ACTUALLY, THE ARTISTIC LICENSE IS SUCH IF  
12 YOU MAKE MODIFICATIONS YOU CAN DO IT UNDER CERTAIN CONDITIONS  
13 OR YOU CAN CONTRACT THE HEAD OF THE OPEN SOURCE GROUP AND SAY,  
14 LET'S GO WORK OUT SOME SORT OF A DEAL.

15 THAT ACTUALLY OFFERS A POSSIBILITY THAT IF THERE WAS  
16 SOMETHING THAT THIS PERSON WAS DOING THAT WOULD -- WAS NOT  
17 NECESSARILY ACCEPTABLE, THERE MAYBE SOME NEGOTIATION FOR A  
18 CHARGE.

19 **THE COURT:** ALL RIGHT. LET'S MOVE ONTO QUESTION  
20 NUMBER -- ANYTHING FURTHER YOU WANT TO SAY?

21 OKAY. QUESTION TWO, MS. HALL.

22 **MS. HALL:** HOW ABOUT IF I JUST SAY, LET'S NOT GO FOR  
23 DECODOPRO.COM BACK IN THIS LITIGATION. WE -- DECODOPRO.COM  
24 BACK IN THIS LITIGATION.

25 IF THAT'S THE CASE I STATED A CLAIM FOR CYBER

1 SQUATTING, THE ELEMENTS OF CYBER SQUATTING LISTED IN THE BOSLEY  
2 DECISION I CITED WITH THE STATUTORY DAMAGES AND ATTORNEY'S  
3 FEES.

4 AND WHAT WE ALSO LIKE TO HAVE IS ATTORNEYS' FEES AND  
5 COST FOR BRINGING AN IN REM ACTION IN EASTERN DISTRICT OF  
6 VIRGINIA, WHICH IS ASSIGNED, PUT IN THE COURT'S CUSTODY IN  
7 EASTERN DISTRICT OF VIRGINIA AND WE'LL TAKE IT FROM THERE.

8 AND THE OTHER TWO CASES CITED FOR IN REM ACTIONS ARE  
9 THE HARRODS CASE AND THE PORSHA CARS CASE.

10 **THE COURT:** THAT MAYBE ALL WELL AND GOOD. THE ANSWER  
11 TO QUESTION NUMBER TWO, ARE YOU IMPLICITLY SAYING THE COURT  
12 CANNOT INVALIDATE A SETTLEMENT AGREEMENT, AT LEAST, IN ANOTHER  
13 COURT?

14 **MS. HALL:** I OFFERED AN ALTERNATIVE, IF THAT'S NOT AN  
15 ALTERNATIVE THE COURT WANTS TO PURSUE, THEN I THINK WE MAY BE  
16 STUCK ON THAT POINT.

17 BUT IF -- IF -- IF WE DECIDE WE DO NOT WANT TO HAVE  
18 THIS COURT ORDER THE RETURN OF DECODERPRO.COM WE'RE OUT OF THIS  
19 AND JERRY BRITTON NO LONGER A REQUIRED PARTY.

20 THE ELEMENTS ARE MR. JACOBSEN HAS A VALID TRADEMARK  
21 ENTITLED TO PROTECTION. THE MARK IS DISTINCTIVE. THE  
22 DEFENDANT'S DOMAIN NAME IDENTICAL OR CONFUSINGLY SIMILAR TO THE  
23 MARK, DEFENDANT USED, REGISTERED OR TRAFFIC IN THE DOMAIN --

24 **THE COURT:** SLOW DOWN.

25 **MS. HALL:** AND WITH BAD FAITH, INTENT TO PROFIT.

1 THERE IS NO REQUIREMENT FOR RETURN OF DECODERPRO.COM, WE CAN  
2 SIMPLY SAY WE DON'T NECESSARILY WANT TO HAVE THAT BACK.

3 **THE COURT:** AND RESPONSE TO THE SECOND PART OF  
4 QUESTION TWO, I TAKE IT, MR. -- IS IT BRETAN?

5 **MS. HALL:** MR. BRITTON.

6 **THE COURT:** DOES HE CONSENT TO THIS COURT'S  
7 JURISDICTION?

8 **MS. HALL:** WE HAVEN'T ASKED HIM YET. IF YOU DID  
9 REQUIRE -- IF -- IF -- I MEAN, IF WE SAY WE DON'T WANT TO HAVE  
10 DECODOPRO.COM RETURN IN THIS LITIGATION, TO US I THINK THAT  
11 MOOTS THAT QUESTION BECAUSE HE'S -- WE'RE NOT LOOKING AT  
12 ATTACKING THE SETTLEMENT AGREEMENT ANY LONGER.

13 **THE COURT:** IS THAT YOUR POSITION?

14 **MS. HALL:** IF YOU ORDER ME TO JOIN MR. BRITTON IT IS  
15 PROBABLY, BUT I NEED TO GO CHECK WITH MR. BRITTON SEE IF HE'S  
16 WILLING TO SUBJECT HIM TO THE JURISDICTION OF THE COURT.

17 **THE COURT:** ANYTHING YOU GOT TO SAY ON THAT POINT?

18 **MR. JERGER:** I'M NOT SURE I UNDERSTAND THE PLAINTIFF'S  
19 RESPONSE. I'M NOT SURE HOW TO RESPOND TO THAT, OTHER THAN TO  
20 SAY, CITE WHAT -- THE ARGUMENT WE BROUGHT UP IN OUR REPLY  
21 PAPERS.

22 THAT UNDER THE CLAYTON BABBITT CASE THIS COURT DOESN'T  
23 HAVE JURISDICTION TO ATTACK A NEGOTIATED SETTLEMENT AGREEMENT  
24 IN OREGON DISTRICT COURT.

25 **THE COURT:** I THINK, WE HAVE AN AGREEMENT ON THAT.

1           **MR. JERGER:** I DIDN'T QUITE FOLLOW WHAT HER ARGUMENT  
2 WAS.

3           **MS. HALL:** MY ARGUMENT IS, THAT WE DON'T WANT TO --

4           **THE COURT:** COUNSEL, WAIT. THE COURT ASKS THE  
5 QUESTIONS. IF COUNSEL DOESN'T UNDERSTAND AN ANSWER, HE DOESN'T  
6 GET TO GET AN ANSWER FROM YOU UNLESS I ASK FOR IT.

7           I UNDERSTOOD YOUR ANSWER. AS FRIGHTENING AS THAT  
8 MIGHT BE, I DID UNDERSTAND YOUR ANSWER.

9           QUESTION NUMBER THREE. THIS GOES TO PARAGRAPHS H AND  
10 T, WHICH I READ A COUPLE OF TIMES AND I'M JUST AT A LOSS, I  
11 HAVEN'T BEEN ABLE TO FIND ANY AUTHORITY THAT GIVES YOU THE  
12 RELIEF. ONE IS, I THINK, T IS REFERRING THIS MATTER TO THE  
13 U.S. ATTORNEY FOR SOME KIND OF PERJURY PROSECUTION, WHAT IS --  
14 DO YOU HAVE ANY AUTHORITY?

15           **MS. HALL:** I RELIED UPON THE COURT'S INHERENT  
16 AUTHORITY TO INVESTIGATE WRONGDOING BY THE PARTIES AND I'M  
17 CITING CHAMBERS STANDARD ELECTRIC AND TIMES HERALD PRINTING  
18 COMPANY.

19           TIMES HERALD PRINTING COMPANY INVOLVED A MOTION FROM  
20 ONE OF THE PARTIES TO REFER A PERJURY MATTER FOR PROSECUTION TO  
21 THE U.S. ATTORNEY'S OFFICE AND THE COURT IN THAT INSTANCE  
22 DECIDED NOT TO DO IT, BUT IT DIDN'T SAY, SORRY, I DON'T HAVE  
23 THAT POWER.

24           THE CONSOLATION PROCEEDINGS SOMETHING THE U.S.  
25 ATTORNEY CAN DO, IT'S VERY RARE, BUT IT IS A POSSIBILITY, AND I