JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

MASTER AGREEMENT COVERSHEET (rev 05-09)

AGREEMENT NUMBER.
MA301105
FEDERAL EMPLOYER ID NUMBER
26-4167918

1. In this agreement (the "Master Agreement"), the term "Contractor" refers to ***Tele-Court Inc.*** and the term "AOC" refers to the ***Judicial Council of California, Administrative Office of the Courts.*** .

2. This Master Agreement commences on **July 1, 2011**, and will stay in effect until June 30, 2013 or until it is terminated under provisions set forth in Appendix C (Terms and Conditions), Paragraph 8 (Termination).

3. The title of this Agreement is: ***Master Agreement for Telephone Appearance Services***. The purpose of this Master Agreement is to set forth the terms and conditions that apply to the provision by Contractor of telephone appearance services to the 58 superior courts of California (collectively, "Courts" and individually, "Court"). Courts that wish Contractor to provide the telephone appearance services can enter into a Participation Agreement with Contractor, which will incorporate the terms and conditions of the Master Agreement and include any additional or specific terms and conditions.

   The title listed above is for administrative reference only and does not define, limit, or construe the scope or intent of this Master Agreement.

4. This Master Agreement does not obligate the Courts to enter into a Participation Agreement with Contractor or guarantee that Contractor will receive a specific volume of business.

5. The parties agree to the terms and conditions of this Master Agreement and acknowledge that this Master Agreement (made up of this coversheet, the following appendices and all attachments and any Participation Agreement executed by a Court under this Master Agreement) contain the parties' entire understanding relating to the subject matter hereof.

Appendix A – Statement of Work

Appendix B – Fees, Revenue Obligations, Payments, Late Remittance Penalties, and Reporting

Appendix C – General Terms and Conditions

Attachment 1 – Form of Participation Agreement Attachment 2 – Example of Reports

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and where it is organized.) *Tele-Court Inc.*
BY (Authorized Signature)	BY (Authorized Signature) J. Mark Dunbar
PRINTED NAME AND TITLE OF PERSON SIGNING ***Grant Walker*** ***Senior Manager, Business Services***	PRINTED NAME AND TITLE OF PERSON SIGNING *J. Mark Dunbar, President*
ADDRESS Attention: Grant Walker 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS Attention: Mark Dunbar, President P.O. Box 7399 Breckenridge, CO 80424

APPENDIX A – STATEMENT OF WORK

1. BACKGROUND AND PURPOSE

Government Code section 72010 directs the Judicial Council of California to enter into one or more master agreements to provide for telephone appearances in civil cases under Code of Civil Procedure section 367.5 or as otherwise provided by law. Government Code section 72011 requires vendors under each master agreement to collect and deposit specified sums into the Trial Court Trust Fund established under Government Code section 68085.

This Master Agreement provides the terms and conditions under which Contractor may provide telephone appearances services to the Courts that elect to engage Contractor for such services. This Master Agreement also provides the process and procedure by which a Contractor will remit the sums referenced in Government Code section 72011. A Court that wants to engage Contractor for telephone court appearance services may do so by executing a Participation Agreement with Contractor, which agreement will incorporate the terms and conditions of this Master Agreement and include any additional or specific terms and conditions.

Contractor will provide equipment and administer services in accordance with this Master Agreement to enable attorneys and self-represented litigants to appear by telephone at court conferences, hearings, and proceedings in civil cases under Code of Civil Procedure section 367.5, rule 3.670 of the California Rules of Court, and as otherwise provided by law.

This Master Agreement is non-exclusive. The AOC may enter into such additional Master Agreements with other vendors as it deems appropriate. Notwithstanding any other provision of this Master Agreement, Courts may permit parties to appear by telephone without the requirement of using Contractor. Courts may also provide telephone appearance services directly and charge fees as authorized by Government Code section 72010(c)(3) and rule 3.670.

2. EQUIPMENT AND CONNECTIVITY

A. Within 30 days of executing a Participation Agreement with a Court ("a Participating Court") and throughout the term of the Participation Agreement, Contractor will, at no cost to the Participating Court, provide, install, connect, activate, support and maintain all equipment and means of connectivity necessary to enable parties to appear by telephone at hearings, conferences, and proceedings in a Participating Court (the "Equipment"). The Equipment in each courtroom or judicial officer's chambers where the Equipment is located will include, but is not limited to:

1) A dedicated phone line (analog or broadband where available) and phone "jack";

2) A full-duplex, bi-directional audio teleconference unit that has at minimum the following features:

a. At least two extended microphones with cords not less than twenty-five feet in length;

b. The ability to permit each person participating in the hearing, whether in person or by telephone, to hear all other persons;

c. The ability to handle at least three incoming calls at one time and place those calls in to a conference call in simple and quick manner;

d. The ability to allow multiple conference calls simultaneously;

e. The ability for a Participating Court to mute and un-mute any and all conference lines;

f. A silent (visible ringer);

g. Be simple to learn and use; and

3) Peripheral accessories (e.g., specialty length cables, etc.).

B. Contractor will install, connect, and activate the Equipment in each courtroom or judicial officer's chambers, as specified by the Participating Court, without damaging court premises.

C. The Participating Court will allow reasonable access during normal court operating hours, but without disrupting court proceedings, for Equipment installation, maintenance, repair and replacement.

D. The Participating Court may not alter or modify the Equipment provided by Contractor without Contractor's prior written consent.

E. The Equipment will remain the sole and exclusive property of Contractor; however, Contractor hereby grants a Participating Court an exclusive, nontransferable, royalty-free license to use the Equipment during the term of a Participation Agreement. The Contractor will remove the Equipment upon expiration or earlier termination of this Master Agreement or a Participation Agreement. If removing the Equipment may result in damages to court premises, Contractor must obtain a Participating Court's permission to remove the Equipment. If a Participating Court consents to the removal, Contractor will remove the Equipment and fully restore, at Contractor's cost, any damages to the Court's premises.

F. At no cost to a Participating Court, Contractor will provide necessary and appropriate training and instructional manuals for the Equipment to judicial officers and court staff.

G. Contractor will ensure the Equipment meets specifications required to satisfy California Rules of Court, Standards of Judicial Administration, standard 3.1 – Appearance by telephone.

H. At no cost to a Participating Court, Contractor will provide for each courtroom or chambers designated by a Participating Court as one where telephone appearances must be available the use of a reserved toll-free teleconference telephone number. The toll-free number will have a sufficient number of permanently reserved connections (ports) to ensure that an adequate number of ports are regularly available to handle the volume requirements of the Participating Court. Contractor is responsible for and will pay all costs associated with the toll-free telephone numbers and no telephone charges will be assessed against the Participating Court. The toll-free telephone numbers will remain the sole and exclusive property of Contractor and may not be used by the Participating Court after termination of its Participation Agreement.

I. Within three days of a Participating Court's request, Contractor will install, connect, and activate additional ports.

J. Contractor will repair or replace within one court day of notice from the Participating Court any defective Equipment and Equipment that through use or otherwise no longer meets applicable specifications.

K. Contractor licenses and installs its equipment at the Participating Court's premises at its own risk, and will insure the Equipment at its own expense and without contribution by the Participating Court.

3. ADMINISTRATION AND COORDINATION OF TELEPHONE APPEARANCES

A. Within 30 days of executing a Participation Agreement and throughout the term of the Participation Agreement, Contractor will provide, at no cost to the Participating Court, administration, coordination and all other necessary services to enable parties to appear by telephone in any courtroom or judge's chambers that a Participating Court may identify as one where telephone appearances must be made available. These services, which must be available Monday through Friday, except for court holidays, from at least 8:00 a.m. to 5:00 p.m. Pacific Coast Time, include but are not limited to the following:

1) Receiving and processing requests and payments from attorneys and other users desiring to make telephone appearances;

2) Providing confirmation and updates to attorneys and other users of their calendar status;

3) Preparing and distributing free of charge to attorneys and other telephone appearance users all forms, instructional aids, and other materials necessary and/or reasonably required by such parties to avail themselves of Contractor's telephonic appearance services;

4) Delivering calendars to participating courtrooms at least two court days before telephone appearances are scheduled in the participating courtroom;

5) Providing fully trained teleconference operators to assist with the telephone connections and provide other technical assistance during telephone appearances.

B. To the extent permitted by the availability of court resources, a Participating Court will make calendar and appearance information electronically available to Contractor for the purpose of assisting Contractor in scheduling appearances and promoting telephone appearance services. Contractor will not use this information for any other purposes and will not share the information with any other entity, subject only to Appendix C, 14 (Confidentiality).

C. Contractor will cooperate with the Participating Court to design procedures acceptable to the Participating Court for readily and easily delivering on a daily basis to each courtroom Contractor's calendar information regarding the parties that intend to appear by telephone. The procedures must describe how Contractor will timely notify the courtroom's staff of any late updates to the calendar. Contractor will confirm telephone appearances through an e-mail message to courtroom staff and will provide access to calendar information through the internet.

D. Contractor will have, and will provide to the Participating Court a copy of, written policies and procedures to ensure reservation of adequate port capacity, including a system of checks and balances to ensure that the correct number of ports has been reserved for each participating courtroom each day.

E. Contractor will provide and staff a toll-free "help line" to assist court personnel, attorneys, and other telephone appearance users who have questions regarding procedures for using telephone appearances. Contractor will have written policies and procedures covering the availability of the "help line." Days of operation for "help line" service must be Monday through Friday, and access hours, at a minimum, must be 8:00 a.m. to 5:00 p.m. Pacific Coast Time.

F. Within the context and time constraints of regularly scheduled hearings, Contractor will ensure full privacy for those matters designated by the Participating Court to not be heard in a public hearing. Contractor will design and implement a system that ensures that only those parties that are authorized by the Participating Court are included in confidential telephone conferences.

G. In accordance with Appendix B, Contractor will collect and distribute all payments from attorneys and other users for telephone appearances services, and Contractor will maintain all records, accounting, and other information pertaining thereto.

H. Contractor will prepare and submit in a timely manner all reports listed in and required by Appendix B.

4. TRAINING, INFORMATION AND MARKETING MATERIALS

A. At no cost to a Participating Court, Contractor will provide training and instructional manuals for judicial officers and court staff for the initial implementation of the telephone appearances and also for expanding the use of telephone appearances to additional courtrooms on an on-going basis as necessary or appropriate. At a minimum, such training will include use of the telephone appearance procedures and use of the speaker telephones.

B. At no cost to a Participating Court, Contractor will provide appropriate training and instructional manuals on an on-going and as-needed basis to attorneys and other users of telephone appearance services.

C. On an on-going basis Contractor will promote telephone appearance availability to potential customers. Such promotion may include, but is not limited to, producing or procuring, and disseminating printed advertising, direct contact materials, outdoor advertising, handouts, trade show participation, and speaking engagements at law firm or bar association functions. Promotional services must further the goal of increasing the awareness in the potential target marketplace of the availability and cost-effectiveness of telephone appearances. A Participating Court must approve all marketing efforts, including any promotional material that references that Participating Court, prior to Contractor implementing such efforts. A Participating Court may also publicly promote the services offered by Contractor, which may include publishing information in the Court's fee schedules, publishing notices in legal publications, posting notices, and noting availability of the services on the Participating Court's website.

END OF APPENDIX A

APPENDIX B – AMOUNT OF THE FEES, FY 2009-2010 REVENUE OBLIGATIONS, PAYMENTS, LATE REMITTANCE PENALTIES, AND REPORTING

1. Fees to be Charged by Contractor; Effect of Fees Waivers

A. Contractor shall charge each person appearing by telephone at a court conference, hearing, or proceedings through that Contractor the statewide, uniform fees prescribed in rule 3.670(j) of the California Rules of Court, effective July 1, 2011, except as provided under 1.B and 1.C below. The fees specified in rule 3.670(j) for appearing by telephone supersede any fees paid under any previously existing agreements between Contractor and any Court or under any previously existing procedures.

B. If a party has received a waiver of court fees and costs, Contractor shall not charge that party any of the fees provide for in rule 3.670(j), subject to the following:

1) Contractor that provides the telephone appearance service shall have a lien on any judgment, including a judgment for costs, that the party may receive, in the amount of the fee that the party would have paid for the telephone appearance; and

2) If Contractor later receives a fee or a portion of a fee for appearance by telephone that was previously waived, that fee shall be distributed consistent with section 72011 of the Government Code.

C. Contractor may charge and collect a fee for telephone appearance services in proceedings for child or family support under Title IV-D of the Social Security Act that are brought by or otherwise involve a local child support agency. The fee in such a proceeding shall be in an amount $20 less than the fee for a telephone appearance provided for in rule 3.670(j); the reason for the $20 difference is that no portion of the fee collected by Contractor in Title IV-D a proceeding shall be remitted to the State Treasury pursuant to 1.D. However, a request for a telephone appearance in a Title IV-D proceeding is eligible for a fee waiver, subject to a lien by Contractor on any judgment, including a judgment for costs, that the party may receive, in the amount of the fee that the party would have paid for the telephone appearance

D. For each fee that Contractor has received for providing telephone appearance services, except for a fee received in a Title IV-D proceeding, Contractor shall pay to the state twenty dollars ($20).The twenty-dollar amount shall be deducted only from each telephone appearance fee provided for under Code of Civil Procedure section 367.6(a)(1) and California Rules of Court, rule 3.670(j)(1), and not from each late request or cancellation fee provided for under Code of Civil Procedure section 367.6(a)(2)–(3) and California Rules of Court, rule 3.670(j)(2)–(3).

E. If a party making a telephonic appearance has received a waiver of fees under Government Code section 68511.3 and Contractor has not charged that party any fee for a telephone appearance as provided in Code of Civil Procedure section 367.6(b),

Contractor shall have a lien on any judgment, including a judgment of costs, in the amount of the fee that the party would have paid for the telephone appearance. If Contractor later receives the amount previously waived, for each appearance for which Contractor receives payment, except for any payment relating to a Title IV-D proceeding, Contractor shall transmit twenty dollars ($20) to the State Treasury in the manner prescribed in 3 below. If the charge has been waived in part, or the amount recovered by Contractor is not the full amount earned, the amount transmitted to the State Treasury shall be reduced proportionate to the amount of fees received divided by the amount of fees earned had there been no waiver.

F. The full amount of twenty dollars ($20) from each telephone appearance fee received by Contractor under 1.D above, or a reduced amount as allowed for in 1.E above, shall be transmitted to the State Treasury, with no deductions for merchant fees related to credit or debit cards or any other costs or expenses that may have been incurred by Contractor. Contractor shall remit the amounts owed under this section to the State Treasury using the required process described in 3 below.

2. FY 2009-2010 Revenue Obligation

A. In addition to the amounts to be transmitted under 1 above, Government Code section 72011(c) requires vendors under this agreement to transmit an amount equal to the total amount of telephone appearance revenue received by all courts from all vendors for providing telephone appearances services for the 2009–2010 fiscal year. As reported by vendors, the revenues received by all courts from all vendors in FY 2009–2010 was $943,840.00 (the FY 2009–2010 amount).

B. As provided in Government Code section 72011(d), each vendor's share of the FY 2009–2010 amount shall be apportioned by the Judicial Council among the vendors under this Master Agreement. The following method for apportioning the FY 2009–2010 amount of revenue applies to Contractors under this Master Agreement:

1) For the quarter of the fiscal year that commences on July 1, 2011 and for each quarter thereafter, all Contractors that are a party to this Master Agreement shall contribute from the telephone appearance fees that they collect a total amount equal to one a quarter of the FY 2009–2010 amount.

2) The share of each Contractor for the amounts due quarterly under 2.B(1) shall be based on that Contractor's proportionate share of the total revenue collected under 1.D and 1.E. of this Master Agreement during the previous quarter. After the end of each quarter and based on the quarterly reports described in 5 below, the AOC shall notify each Contractor of the amount of the total quarterly FY 2009–2010 amount that it is obligated to pay for that quarter. Within 15 days of receiving notice from the AOC of its apportioned amount, Contractor shall transmit that amount to the State Treasury for deposit in the Trial Court Trust Fund.

The method of apportionment in this paragraph is subject to the approval of the Judicial Council.

C. Contractor shall remit its apportioned amount under this section to the State Treasury using the required process described in 3 below.

3. Payments

Using the form provided by the State Controller's Office (CA 25; Report to State Controller of Remittance to Treasurer TC-31), the vendor number assigned by the AOC, and the applicable revenue code, Contractor shall transmit payments to the State Treasury for deposit in the Trial Court Trust Fund. Payments to the State Treasurer under B.1 shall be made by Contractor within fifteen days (15) after the end of each calendar quarter for fees collected in that quarter. Payments to the State Treasurer under B.2 shall be made by Contractor within fifteen (15) days of receiving notice from the AOC of its apportioned quarterly FY 2009–2010 amount owing in that quarter. Contractor shall send an original and duplicate of this form CA 25 with a check payable to:

State Treasurer
Cash Management Division
915 Capitol Mall, Room 319
Sacramento, CA 95814

4. Late Remittance Penalty

Contractor shall be liable for late charges at the rate equal to the lesser of one and a half percent (1.5%) per month or the highest rate legally permitted, calculated from the date remittance was due under 3 above until the date remittance is made, together with all expenses incurred in collection, including reasonable attorney's fees and expenses. If remittance is not timely made, the AOC or a Court shall notify Contractor that the remittance is overdue and must be paid within five (5) business days. Unless the amounts owing are paid in full by that date, late charges and all expenses incurred in collection, including reasonable attorney's fees and expenses, will start to accrue and be due and payable.

5. Reports

A. Contractor will provide the AOC with quarterly reports for each calendar quarter, delivered no later than 15 days after the end of each quarter, in an electronic spreadsheet (e.g., Excel), stating for the quarterly period the telephone appearance fees earned, waived, collected, remitted, and the number of fees earned and waived, the number of telephone appearance fees collected and remitted, the number of liens established, and the amount collected from previously waived fees pursuant to Section 367.6 of the Code of Civil Procedure. Title IV-D telephone appearances shall be reported separately from all other appearances. The quarterly reports will consist of the following items:

1) A summary, by court, of the total amount of fees earned, waived, collected, the total amount of the $20 telephone appearance fees collected and remitted to the state, the total state fees collected from waivers and judgments, the total number of fees earned, waived, total number of state fees collected and remitted, and total number of state fees collected from waivers and judgments, and number of liens established. Title IV-D telephone appearances shall be reported separately from all other appearances. [See Example of Report at Attachment 2.]

2) For each telephone appearance, at a minimum the following shall be provided: superior court, court facility name and/or location, name of the judicial officer, appearance date and time, case number, case name, amount of fee earned, fee waived, amount of fee collected, the state fee collected, state fee remitted, date state fee remitted, state fee collected from judgment, date fee collected from judgment, whether an appearance with no payment has a lien established against it, and state fee collected from waiver and state fee collected from judgment. Title IV-D telephone appearances shall be reported separately from all other appearances. [See Example of Report at Attachment 2.]

B. Contractor will provide the Administrative Office of the Courts quarterly reports for each calendar quarter, delivered no later than 15 days after the end of each calendar quarter, in electronic format, stating for the quarterly period the balance of state fees that have been collected but have not yet been remitted to the state. The quarterly reports will consist of the following items: For each telephone appearance, at minimum the following will be provided: superior court, court facility name and/or location, name of the judicial officer, appearance date and time, case number, case name, beginning balance of state fees not yet remitted to the state ("state fees outstanding"), state fees originated, date state remittance is due, date state fee remitted, amount of state fees remitted when due and late, and the ending balance of state fees outstanding. Title IV-D telephone appearances shall be reported separately from all other appearances. [See Example of Report at Attachment 2.]

C. Contractor will provide each Court with whom it enters into a Participation Agreement the same reports provided to the AOC as provided for in 5.A-B, but the information will be limited to that Court's information.

END OF APPENDIX B

APPENDIX C - GENERAL TERMS AND CONDITIONS

1. PARTICIPATION AGREEMENTS

A. If a Court executes a Participation Agreement under this Master Agreement, Contractor shall perform its work for the Court in accordance with the terms of this Master Agreement and the Participation Agreement.

B. A form Participation Agreement is attached as Attachment 1, although the form and substance of an actual Participation Agreement may vary from Court-to-Court. No term in a Participation Agreement shall be construed as effecting an increase in the duties of a Participating Court, a decrease in the duties of Contractor, or a change in the amount and distribution of fees provided for under this Master Agreement and applicable law. Without invalidating a Participation Agreement, any provision in a Participation Agreement that is inconsistent with this Master Agreement and applicable law shall have no force or effect.

C. Each Participating Court shall designate in that agreement a contact person for the Court ("Project Manager"). Contractor shall contact the Project Manager if Contractor has any questions or concerns about a Participation Agreement.

D. Promptly following the delivery of a Participation Agreement by a Court to Contractor, Contractor shall provide that Participating Court with an acknowledgement that memorializes the components of the work consistent with Appendix A, and includes contact information for Contractor.

E. Contractor shall maintain a toll-free number, available from at least 8:00 a.m. to 5:00 p.m. Pacific Coast Time, for ordering, inquiries and customer service.

2. SCOPE OF WORK; ACCEPTANCE; TIME OF ESSENCE

A. Scope of Work and Acceptance: Contractor shall perform and complete all work described in Appendix A–Statement of Work, in compliance with the requirements of this Master Agreement and to the satisfaction of the Participating Court that has executed a Participation Agreement. Each Participating Court shall have responsibility for the acceptance or rejection of Contractor's work at that Court. Each Participating Court has the absolute right to reject any work that does not meet the requirements of this Master Agreement, but a Court, in its sole discretion, may elect to accept work that substantially, but does not fully meet such requirements.

B. Time is of the essence in the performance of work under this Master Agreement.

3. NO PAYMENTS BY COURTS

In no event shall a Participating Court have any responsibility to pay for any work under this Master Agreement. Contractor's sole compensation shall consist of fees lawfully collected from parties making a telephone appearance.

4. DEPOSITORY BANK ACCOUNT

A separate depository bank account shall be established for the deposit of fees collected during the term of this Master Agreement. The depository bank account shall be used only for the deposit of California superior court telephone appearance fees. The depository bank account to be used solely for this agreement will be as follows:

Bank Name
Address
Bank Contact Name
Account Name
ABA Number
Account Number

Contractor shall not change or assign this depository bank account without the prior written consent of the AOC in the form of a written amendment signed by the AOC and Contractor.

5. AUDIT RIGHTS

Contractor agrees to maintain records relating to all work performed and fees collected by Contractor under this Master Agreement and any Participation Agreement for a period of five years after the work has been performed and the fees have been collected under this Master Agreement. During the period of time that Contractor is required to retain records, the AOC, any Court, and any other party entitled to audit the work performed and the fees collected under this Master Agreement may, at Contractor's principal place of business within California, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of information relating to the work and fees.

6. CHANGES AND AMENDMENTS

This Master Agreement may not be amended without the mutual execution by the AOC and Contractor of an amendment to this Master Agreement. Requests for changes or amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the AOC reviews the request, a written decision will be provided to Contractor.

7. WAIVER; SEVERABILITY

A party's waiver of enforcement of any terms or conditions of this Master Agreement or of a Participation Agreement will be effective only if in writing. A party's specific waiver

does not constitute a waiver by that party of any earlier, concurrent, or later breach or default. If any part of this Master Agreement or a Participation Agreement is held unenforceable, all other parts remain enforceable.

8. TERMINATION

A. The AOC may terminate this Master Agreement with or without cause by providing Contractor with thirty (30) days prior written notice. The AOC may terminate this Master Agreement for cause immediately if the Contractor breaches any term of this Master Agreement and such breach is not cured within ten (10) days of written notice, or is not capable of cure, as determined by the AOC in its sole discretion. All amounts from fees and all FY 2009–2010 revenue amounts owed by Contractor through the termination date of this Master Agreement shall be remitted to the State Treasury and reported in accordance with Appendix B.

B. A Participating Court may terminate a Participation Agreement for cause immediately if (1) any work is rejected as described in paragraph 2 of this Exhibit C, or (2) Contractor is otherwise in breach of the terms of the Participation Agreement with the Court or this Master Agreement and such breach is not cured within ten (10) days of written notice, or is not capable of cure, as determined by the Court in its sole discretion. A Court may terminate a Participation Agreement with or without cause by providing Contractor with 30 days prior written notice.

9. GENERAL INDEMNITY

Contractor shall indemnify, defend (with counsel satisfactory to the AOC) and hold the Courts and AOC, and their respective judicial officers, judges, subordinate judicial officers, members of the Judicial Council or any committee thereof, officers, agents, and employees, harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages, and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims directly or indirectly caused by or resulting in whole or in part from Contractor's negligent acts or omissions or related to a breach by Contractor of this Master Agreement or any Participation Agreement.

10. INDEMNITY FOR CLAIMS ARISING FROM FAILURE OF INTERRUPTION OF SERVICES

Contractor shall indemnify, defend (with counsel satisfactory to the AOC), and hold harmless the Courts and AOC, and their respective judicial officers, judges, subordinate judicial officers, members of the Judicial Council or any committee thereof, officers, agents, and employees, from any claims arising from a failure or interruption of telephone services provided under this Master Agreement or any Participation Agreement.

11. INFRINGEMENT INDEMNITY

Contractor shall indemnify, defend (with counsel satisfactory to the AOC) and hold the Courts and the AOC, and their respective judicial officers, judges, subordinate judicial officers, members of the Judicial Council or any committee thereof, officers, agents, and

employees, harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages, and deficiencies, including interest, penalties and settlement amounts entered into, in each case, with respect to any and all third party claims that arise, out of any claim of infringement, misappropriation or unauthorized use of any patent, trade secret, copyright, or trademark in connection with any work furnished or provided by Contractor under this Master Agreement or any Participation Agreement.

12. INSURANCE

A. General Insurance Requirements

Contractor shall obtain and maintain the minimum insurance set forth in paragraph B, below insurance companies that are rated A-VII or higher by A.M. Best's key rating guide and are approved to do business in the State of California. By requiring such minimum insurance, the AOC will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor will assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form.

B. Minimum Scope and Limits of Coverage

Contractor shall maintain the following minimum coverage:

1) Workers' Compensation at statutory requirements of the state of residency.

2) Employers' Liability with minimum limits of $1,000,000 for each occurrence.

3) Commercial General Liability Insurance with minimum limits of $2,000,000 for each occurrence, and $2,000,000 aggregate. Coverage must include coverage arising out of premise, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract.

4) Business Automobile Liability Insurance with minimum limits of $2,000,000 for each accident, including owned and non-owned and hired automobile coverage, as applicable.

5) Excess or Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial excess or umbrella liability insurance.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions will not limit or apply to Contractor's liability to any member of the Courts and will be the sole responsibility of Contractor. Contractor will declare to the AOC and, as applicable, the Courts all deductibles and self-insured retentions that exceed $100,000 per occurrence. Any increases in

deductibles or self-insured retentions that exceed $100,000 are subject to approval by the AOC.

D. Endorsements; Additional Insureds; Terms and Conditions

The General Liability policy will contain, or be endorsed to contain, the following provisions:

1) Judicial Branch Entities, as defined in California Government Code section 900.3, and their respective judicial officers, judges, subordinate judicial officers, members of the Judicial Council or any committee thereof, officers, officials, employees, and agents are covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor.

2) Contractor's insurance coverage is primary insurance with respect to Judicial Branch Entities and their respective judicial officers, judges, subordinate judicial officers, members of the Judicial Council or any committee thereof, officers, officials, employees, and agents. Any insurance or self-insurance maintained by a Judicial Branch Entity its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way.

3) Contractor's insurance will apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

4) Contractor will provide the AOC (and on request, any Court) with certificates of insurance satisfactory to the AOC, evidencing all required coverage before Contractor begins any work, and provide complete copies of each policy upon the AOC's request.

5) If at any time, the foregoing policies become unsatisfactory to the AOC, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the AOC, Contractor shall, upon written notice from the AOC, promptly obtain a new policy, and submit the same to the AOC, with the appropriate certificates and endorsements, for approval.

6) All of Contractor's policies must be endorsed to provide written notice to the AOC of cancellation in coverage within thirty (30) days, mailed to the AOC's Contract Officer at the address specified in 16.A below. Such notice will reference the Master Agreement number. Contractor shall provide AOC with thirty (30) days written notice of any non-renewal or reduction in coverage with respect to these policies.

E. Waiver of Subrogation

Contractor shall require its insurance carrier to waive any and all rights of subrogation against any additional insured under this Master Agreement. The waiver will be reflected on the Certificate of Insurance provided by Contractor. If Contractor

fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from its insurance carrier, Contractor will indemnify the additional insured from all costs and liability caused by Contractor's breach.

13. CONTRACTOR WARRANTIES

Contractor represents and warrants that at all times during the term of this Master Agreement, and in the performance of work hereunder or under any Participation Agreement, the following statements will remain true:

A. Contractor has performed the work with promptness and diligence in a manner consistent with the professional standards used in well-managed operations providing product and services similar to the work and all applicable industry standards.

B. Contractor is either the owner of, or is authorized to use, the work for its own benefit and the benefit of every Court, and the work does not and will not infringe any patent, trademark, copyright, or other intellectual property right of a third party.

C. Contractor has observed and complied with all applicable federal, state, and local laws, rules, and regulations affecting work provided or performed under this Master Agreement or any Participation Agreement.

D. The work is compliant with Section 508 of the Rehabilitation Act of 1973, as amended.

E. Contractor and its subcontractors have not unlawfully discriminated against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital or domestic partner status, age (over 40), sex, or sexual orientation. Contractor has ensured that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors have not engaged in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its subcontractors interact in the performance of this Master Agreement or any Participation Agreement. Contractor and its subcontractors have taken all reasonable steps to prevent harassment from occurring.

F. Contractor has complied with applicable provisions of the Fair Employment and Housing Act, California Government Code section 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq.

G. Contractor has complied with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

H. No gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer,

official, agent, consultant, or employee of the AOC or of the Courts, with a view toward securing this Master Agreement or any Participation Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Master Agreement or any Participation Agreement.

14. CONFIDENTIALITY

Contractor shall hold in confidence all information the Participating Courts disclose to Contractor and all information to which Contractor gains access while providing work under this Master Agreement or any Participation Agreement. Contractor's obligation of confidentiality does not, however, apply to any information that Contractor can demonstrate is available to the public (other than through a breach of this Master Agreement). Contractor understands that a breach of its obligation of confidentiality may result in irreparable damage to the AOC or Participating Courts for which no adequate remedy is available and that the AOC or such Courts will be entitled to injunctive or other equitable relief.

15. STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS

Contractor is an independent contractor and while performing work on or off the premises of the Participating Courts, neither it nor any of its agents or employees shall be considered agents or employees of such Courts. Contractor shall not subcontract or delegate its obligations under this Master Agreement without the prior written consent of the AOC in its sole discretion.

16. REQUESTS; COMMUNICATIONS; NOTICES

A. All requests, communications and notices concerning this Master Agreement must be made through the AOC Contract Officer. Notice to the AOC must be in writing and be delivered to the AOC Contract Officer at the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Grant Walker, AOC Contract Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, California 94102-3660

B. Notice to Contractor concerning this Master Agreement or any Participation Agreement must be in writing and be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

_____
_____
_____

C. Notice concerning this Master Agreement or any Participation Agreement is effective on receipt; however, any correctly addressed written notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable.

D. All requests, communications, and notices concerning a Participation Agreement between Contractor and a Participating Court must be made through the Project Manager for the Court.

17. ASSIGNMENT

Neither the AOC nor Contractor shall assign this Master Agreement, either in whole or in part, without the prior written consent of the other party in the form of a written amendment signed by the AOC and Contractor. If, however, the AOC is required by law, statute, or regulation to assign this Master Agreement to another government entity for administrative or other purposes, Contractor's consent is not required. This Master Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.

18. PUBLICITY AND INFORMATION

Following execution of this Master Agreement, Contractor shall not issue a press release concerning the parties' relationship under this Master Agreement or any Participation Agreement without the prior written consent of the AOC. Following the execution of this Master Agreement, Contractor may notify the superior courts that it is a party to this Master Agreement and may provide courts with information relevant to whether the courts may want to engage Contractor to provide telephone appearance services under this Master Agreement by executing a Participation Agreement with Contractor.

19. GOVERNING LAW

The formation, interpretation and performance of this Master Agreement and any Participation Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision.

20. MASTER AGREEMENT CONSTRUCTION

Headings or captions to the provisions of this Master Agreement are solely for the convenience of the parties, are not part of the Master Agreement, and shall not be used to interpret or determine the validity of this Master Agreement. Any ambiguity in this Master Agreement or any Participation Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Master Agreement or the Participation Agreement.

21. SURVIVAL

The following terms in this Appendix C survive expiration or any earlier termination of this Master Agreement and any Participation Agreement: General Indemnity, Infringement Indemnity, Warranties, Confidentiality, Audit Rights, Assignment, and Governing Law.

END OF APPENDIX C

ATTACHMENT 1 – FORM OF PARTICIPATION AGREEMENT

PARTICIPATION AGREEMENT
TO
MASTER AGREEMENT NO. MA-_____ FOR TELEPHONIC APPEARANCES
BETWEEN
SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____
AND
_____

This Participation Agreement ("Agreement") between the Superior Court of California, County of _____, an entity organized under Article VI of the California Constitution ("Court"), and _____ ("Contractor") (individually, a "Party"; collectively, the "Parties") is entered into as of _____.

BACKGROUND

1. Contractor and the Judicial Council of California, Administrative Office of the Courts, on behalf of the superior courts of the State of California, are parties to that Master Agreement No. MA-_____ ("Master Agreement") for telephone appearance services for the superior courts dated _____.

2. The Master Agreement sets forth the terms and conditions upon which Contractor will provide telephone appearance services to the superior courts should any such court desire to engage Contractor for such services;

3. Court wants to engage Contractor to provide telephone appearance services under the terms and conditions of the Master Agreement.

The Parties agree to the following:

AGREEMENT

1. Court engages Contractor to perform telephone appearance services under the terms and conditions set forth in the Master Agreement, except where specifically stated otherwise. Terms defined in the Master Agreement will have the same meaning when used here.

2. Within 14 calendar days of executing this Participation Agreement, Contractor will meet with Court to design a mutually acceptable plan for how and when Contractor will provide the services described in the Master Agreement. Such plan will include, but is not limited to, the following:

   A. which courtrooms and judge's chambers will be equipped to enable telephone appearances;

B. schedule and list of all equipment to be provided and installed;

C. the content of all forms to be used by Contractor in the administration and coordination of telephonic appearances;

D. schedule of training for judicial officers and staff;

E. the content of all information and/or marketing materials to be made available to the public;

F. procedures for making Court's calendar available to Contractor; and

G. procedures for delivering to each courtroom Contractor's calendar information regarding the parties that intend to appear by telephone.

3. The respective Project Managers and their contact information are as follows:

Court Project Manager	Contractor Project Manager
Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
E-mail:	E-mail:

The Project Managers will be authorized to make day-to-day decisions related to the implementation of this Agreement that do not substantially limit rights or expand the responsibilities of the Parties.

4. This Agreement will expire on June 30, 2013. This Agreement may be terminated by either the Court or the AOC under Section 8 (Termination) of Appendix C (Terms and Conditions) of the Master Agreement or upon termination of the Master Agreement.

5. No alteration or amendment to the terms of this Agreement will be valid unless it is made in writing and is signed by the Parties, and no oral understanding or agreement shall be binding on the Parties.

6. Contractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the Court.

7. Each Party will cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time to effectuate the provisions and purposes of the Master Agreement and this Agreement.

COURT
Superior Court of California,
County of _____

By:
Name:
Title:

CONTRACTOR

By:
Name:
Title:

RESPONSE BY

TELE-COURT, INC.

TO THE

REQUEST FOR INFORMATION

BY THE STATE OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS (AOC)

REGARDING

TELEPHONIC APPEARANCE SERVICES

RFI 0106110 GC-GW

PO BOX 8948 Breckenridge, Colorado 80424 (800) 924-5680

TABLE OF CONTENTS

Cover	1
Table of Contents	2
Cover Letter	3
Section 1: Profile	4
Section 2: Experience and Capability	5
Section 3: Functionality	7
Section 4: Costs and Pricing	14
Section 5: Additional Information	16
Index of Exhibits	19
Exhibits	20-35

TELE-COURT

January 28, 2011

Via Email

Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS
Attention: Nadine McFadden
455 Golden Gate Avenue
San Francisco, CA 94102-3688

Re: RFI# 010611OGC-GW

Dear Administrative Office of the Courts:

Your Request for Information is the first step to bringing vast improvements to the process of telephonic court appearances in the State of California.

The Response enclosed follows the form invited in your your request, and will explain to you how Tele-Court enhances telephone conferences and customizes them to the unique requirements of the courtroom environment.

Tele-Court will substantially reduce the current cost of telephonic appearances, a quality that is important given the State's recent imposition of a $20 fee. Absent reduction in the cost of the service, the new fee would otherwise be expected to reduce the convenience, utility and frequency of telephonic appearances.

Several California courts are already using Tele-Court, as are other courts across the country. This Response will explain why.

Tele-Court hereby notes the contents of Sections 3 and 4 as confidential and proprietary. The disclosure of this information would be competitively disadvantageous, and particularly so prior to license award.

I look forward to further discussions. I can be reached at (800) 924-5680 ext 3 or mdunbar@tele-court.com. Thank you for your consideration.

TELE-COURT, INC.

J. Mark Dunbar

J. Mark Dunbar
President

PO BOX 8948 Breckenridge, Colorado 80424 (800) 924-5680

SECTION 1: PROFILE

Tele-Court's only business is telephonic court appearances, and Tele-Court approach to the provision of such service is unlike that in use in most California courtrooms. Just consider the recent reaction of attorneys when Tele-Court replaced another service in several Los Angeles Bankruptcy courtrooms:

"I would never use CourtCall again.
This service is simply far superior."
Katherine M. Windler, Esq. – Bryan Cave LLP – Los Angeles, CA

"This definitely looks like
the future of court appearances."
Joshua Meier, Esq. – Friedman Stroffe & Gerard – Irvine, CA

"Much better than CourtCall.
I am no techie—practicing for 38 years--and it was simple."
Sterling Myers, Esq. - Helms & Myers – Arcadia, CA

"I thought it was excellent. I will switch whenever possible from CourtCall.
Your service is amazing."
Gloria Cordova, Esq. – Law Offices of Gloria Cordova – Diamond Bar, CA

"It is going to make appearing remotely
better than appearing telephonically."
Garrick Hollander, Esq. – Winthrop Couchet – Newport Beach, CA

"Comparing CourtCall and Tele-Court is like comparing a Model A
to a current model luxury car."
Elmer Dean Martin III, Esq. – Diamond Bar, CA

"I was highly impressed...I am a previous user of CourtCall
and I find your service a huge improvement..."
Terrence T. Egland, Esq.
Klein, DeNatale, Goldner, Cooper, Rosenlieb & Kimball, LLP –Bakersfield, CA

Tele-Court clearly understands telephonic appearances and its approach to managing and conducting them is vastly superior to that offered by competitors.

The President of Tele-Court is California attorney J. Mark Dunbar, an AV rated business litigator. The identities of other Tele-Court personnel are confidential, competitively sensitive and will not be disclosed. Likewise, Tele-Court's financial information is confidential, competitively sensitive and will not be disclosed.

SECTION 2: EXPERIENCE AND CAPABILITIES

Tele-Court has the experience in the industry and the capability to meet the needs of the courts of the State of California.

A. Experience

Tele-Court has the direct experience necessary to understand what judges and attorneys require from a telephonic appearance service, a fact reinforced by the candid comments of attorneys who have used both Tele-Court and other services.

Tele-Courts currently serves judges in the following jurisdictions:

Modoc County Superior Court
Alturas, California

US Bankruptcy Court for the Central District of California,
Los Angeles, California

US District Court for the Southern District of California
San Diego, California

Eleventh Judicial Circuit of Florida (Dade County)
Miami, Florida

Fifteenth Judicial Circuit of Florida (Palm Beach County)
Palm Beach, Florida,

Third Judicial Circuit of Florida (Suwanee and Columbia County)
Live Oak, Florida

US Bankruptcy Court for the District of Kansas
Kansas City, Wichita and Topeka, Kansas

18th Judicial Circuit of Colorado (Arapahoe County)
Denver, Colorado

US Bankruptcy Court for the Eastern District of Louisiana
New Orleans, Louisiana

B. Capability

Tele-Court owns and operates its own conference bridge infrastructure, which runs on custom software developed by Tele-Court. Tele-Court maintains, and will maintain, conference dial in capacities that far exceed the historical concurrent call requirements of its customers.

Tele-Court's conference bridges are dedicated to courtroom use and do not share traffic with non-judicial users.

Tele-Court utilizes custom scripting and secure individual PINs to speed service and reduce reliance on inefficient operator services. Let our customers explain what this means:

> *I am a previous user of Court Call and I find your service a huge improvement, especially the call in method. Court Call puts you through the ringer before you get connected to the Court. With your service, the call-in/PIN method is way more efficient.*[1]

Although Tele-Court monitors and provides operator assistance to every call, few courtrooms using Tele-Court have need for it, as callers are managed in an intuitive manner that is faster and more efficient than using an operator.

[1] Terrence T. Egland, Esq., Klein, DeNatale, Goldner, Cooper, Rosenlieb & Kimball, LLP, Bakersfield, California

SECTION 3: FUNCTIONALITY

The RFI requested a summary of the functionality offered to the Court and Attorneys. As requested, Tele-Court also addresses reporting and remittance of state fees.

A. Court Side

No other conference call provider offers the "Court-Side" functionality that Tele-Court offers, which completely integrates the conference calling functions with normal and customary courtroom operations.

SET UP AND ACCESS

1. Instant Set Up. Tele-Court sets up new judges and activates them instantly. A new judge can be brought on in minutes.

2. Global Access. Judges and staff all default to a particular courtroom, however, any judge or staffer can access the calendars and the Live Courtroom Connection webpage for all judges in the county. Accordingly, assisting with or covering another judge's calendar in the case of illness or emergency is simple, and requires no special setup or configuration.

TRAINING

3. Online Training. The Tele-Court system is incredibly simple and intuitive, and training requirements are minimal. If a staffer can dial a telephone and log into a website, they have the telephone and computer skills necessary to use Tele-Court. Tele-Court online training and demonstration using the Tele-Court dial in and web video makes it possible to deliver training on a scheduled and unscheduled basis for groups and for individuals.

SCHEDULING

4. Court Personnel Are Not Necessary To Scheduling. Court staffers have no necessary involvement in scheduling telephonic appearances, they simply direct attorneys and litigants to the www.tele-court.com website or the toll free customer service number. Registrants provide Tele-Court with the judge, time and date, and other case information relating to a hearing that has already been set in the ordinary course. Tele-Court can tie into and integrate with court data, but such is not necessary.

5. Email Notification of Scheduling Requests. At the court's option, Tele-Court emails a Notice of Requests to Appear by Telephone to one or more clerks in each courtroom each time a new item is scheduled. This allows staffers to review items contemporaneously with registration, but at the clerk's convenience. Email notification is optional, and courtrooms with a high volume of telephonic appearances may opt to turn email notifications off, and rely solely upon the daily reminder and online Calendar.

6. Optional Online Approval/Disapproval of Scheduling Requests. A simple a simple online dialogue allows court staff the option to approve or disapprove each telephonic request, if they so choose. The court is not required to review and approve requests. The registrant and their assistants are immediately informed via email of the court review by Tele-Court, without exposing any internal court email addresses. For those inevitable circumstances when a disapproved item needs to changed to approved, it is simple to alter on Tele-Court.

7. Online Calendar Available to Court 24/7/365. An online Calendar allows any court staff to review any judge's complete telephonic appearance calendar, for any date, 24/7/365. To the extent that the court may desire to contact an attorney or litigant concerning an item, or the assistant who may have arranged the item, complete information regarding the registrant and arranger is provided online. Court staff can view the calendar in the default Active view (showing all approved or pending approval), all pending (to easily identify those needing review), or all disapproved (to facilitate a change back to approved status). Items can also be filtered by date, attorney or firm. The calendar links to detailed contact information regarding the registrant and assistant (if any) who arranged the telephonic appearance in the event the court staff desires to contact the registrant directly.

8. Daily Reminder Email. Tele-Court sends an early morning reminder email, at a configurable time, but typically at 8:00 am, showing all scheduled telephonic appearances for the judge for the day, along with appropriate case information, and images, where available, of each telephonically appearing attorney.

9. Courtroom Door Notice. The daily reminder email is formatted so that it can be posted outside the courtroom to inform the parties appearing in person of the identities of those appearing in person, alleviating confusion to the extent it would otherwise appear their opponent has not shown up yet for the hearing.

10. Optional Data Integration. Tele-Court does not require data integration, but if the court will make its case information database

available via a simple web service, Tele-Court can communicate with the court provide a "flag" to allow the court to denote hearings that involve one or more telephonic appearances. This integration eliminate any need to coordinate the court's calendar with the Tele-Court calendar of telephonic appearances, virtually eliminating any deadlines because the court's case management system would reflect telephonic appearance registrations in real time.. This will also improve the quality of the data, as Tele-Court would be able to electronically capture the hearing and case information, alleviating data entry errors. Finally, data integration would ensure that cancellations received or effected by the court automatically cancel the Tele-Court calendar.

11. Same Day Deadline Control. Tele-Court's scheduling services and conference bridges are fully integrated in real time. Tele-Court effectively has no deadlines, and can schedule appearance up to and beyond the hearing time. Indeed, it is the Court that typically needs to impose a scheduling deadline for its own convenience. Normally, the Court selects a deadline, such as 8:00 am, after which a potential registrant cannot schedule a hearing unless (1) the court routinely permits later registration for that particular time slot, (2) there is already a telephonic appearance set for that particular hearing, such that the court already plans to be dialed in for that hearing, or (3) the registrant can enter or provide the secret password provided by by the clerk, thereby proving that the late registration was approved by the court.

12. Instant Add. Inevitably, there are occasional rush situations in which a prospective participant has failed to follow Court or Tele-Court procedures relating to pre-registration, but the Court desires to accommodate their need and desire to appear, instantaneously, by telephone. Tele-Court's interface has its internal shortcut procedures to respond to those situations so that a caller can be added instantly, with only the most essential registration requirements.

EASY CONFERENCE DIAL IN AND COMPUTER LOG IN

13. Secure Efficient Dial In with Unique PIN. The audio telephonic appearance is accessed by the courtroom with an 800 number and a unique PIN. Unlike generic "meet me" conferencing, Tele-Court does not use just two PINs, one for the host and one for participants, but a unique PIN for each individual caller. The court, attorneys and litigants enters their unique PIN and are instantly and automatically connected to the conference. There are no unnecessary delays and no human errors.

14. Simple Online Log In with No Download Tele-Court's online features are accessed with a simple log in over an ordinary internet connection using an ordinary web browser. No software download, which may violate court or office network protocols, is required (aside from a current version of the ubiquitous Adobe Flash Player). Simply log in, and the pertinent page displays instantly.

REAL TIME CALL INFORMATION

15. Real Time Connection Status Information. Tele-Court's Live Courtroom Connection webpage provides the judge (as well as staff, attorneys and litigants) with an online lineup of all persons scheduled to appear by telephone that date, their related case information, and their real time conference connection status---including: not dialed in, holding, connected, muted, SPEAKING, in subconference, in operator conference, disconnected. The court does not have to take roll or ask "who is on the line", or "who said that", they know by looking. Use of the Live Courtroom Connection feature is optional, but extremely effecteve.

16. Photos to "Put a Face With the Voice". Even where web video is not being used, Tele-Court provides photos, whenever available, to help the court and the parties "put a face with the voice". Photos appear on the Live Courtroom Connection as well as the Calendar.

CONFERENCE PARTICIPANT MANAGEMENT MIMICS THE COURT PARTICIPANT MANAGEMENT

17. Courtroom & Chambers Modes. Each Judge decides whether to hear cases in the "courtroom" or in "chambers" and the Tele-Court system responds accordingly, managing the attorneys and litigants in an intuitive way that mimics how appearances in person are managed. In the Courtroom Mode, callers are all in one conference, and can listen in on cases called before their own, enabling counsel to learn useful information on matters of common concern, such as trial calendar congestion, general admonitions, and the judge's general demeanor. Counsel also avoid paranoia that they are lost on music hold. In the chambers mode, the callers wait on hold to be escorted as a group, case by case, into conference with the judge, which is as simple as clicking a button.

18. Conference Entry Options. In the Courtroom Mode, the Court can opt to have the participants connected to the conference with either a normal, muted or listen only connection. If the normal connection mode is selected, the Tele-Court system warns callers that they may be joining other proceedings in progress , to wait for their case to be

called and to mind their mute button. If joined in either of the muted entry modes, the Tele-Court advises caller that either caller must unmute when their case is called by pressing 1#, or that callers should simply wait for the court to unmute them--. If joined in listen only, the callers are effectively gagged and have no power to unmute and must wait for the court to call the case and switch their connection to normal. In other words, Tele-Court handles the callers exactly how each judge wants them handled, automatically.

19. Mute Options. In any conference, the ability to control extraneous noise is crucial. Lines must be muted while waiting for a case to be called, and sometimes during a conference, a caller might wish to mute their line when they are not actively engaged in conversation so as to avoid even the smallest interruption. In addition to the overall conference entry options, Tele-Court provide the court and counsel with multiple mute control options to quickly and easily control inadvertent disruption—which is particularly effective with Tele-Court because the Live Courtroom Connection interface lets everyone know exactly where disruption is coming from. Just like an operator, any court personnel can mute any line in the conference, with or without a stern warning to stay on mute.

20. Listen Only Options. Sometimes as participant desires a listen only connection, where the caller does not expect to speak under any circumstances, such as a client who intends to listen in as if sitting in the gallery. Tele-Court offers that at registration. Sometimes, a court needs to silence an unruly caller, and a mute function that the caller can override may not be enough. Accordingly, when appropriate, the operator or any court personnel can change a caller's connection to listen only, which is a mute setting that the caller has no ability to unmute. With listen only, the court will never need to impose the ultimate prejudice of disconnecting an unruly caller, but can instead impose the intermediate solution of gagging them.

CHAT & ONLINE PRESENCE

21. Real Time Chat. Tele-Court provides a real time chat feature that facilitates communication between the court clerk, operator and waiting participants. The related online presence indicator informs who has the Live Courtroom Connection page open on their desktop, and thus would be available to communicate via chat.

WEB VIDEO

22. Web Video. At no additional charge, Tele-Court offers judges, attorneys and pro se litigants the option of logging in to see web video

sent by others and the option to send their own. There might be only one person sending video, there may be several, and other Tele-Court participants be watching. Video improves the quality of communication for all parties. Tele-Court's web video solution does not require anything more than a simple webcam and an ordinary broadband connection. No special software.

23. Subconferencing. Tele-Court's subconference feature allows the court or the operator to send participants "out in the hall" to address issues privately. Subconference can return to the main conference at their convenience or can be recalled by the court.

B. Attorneys/Pro Se/Public Side.

Virtually all off the functionality available to the court directly benefits Attorneys, Pro Se litigants

1. Scheduling Tele-Court's online scheduling is available 24/7/265, and it toll free dial in scheduling from 5 am to 5 pm Pacific Time.

2. Account Management Tele-Court offers attorneys and their firms (as well as members of the public) accounts that allow them to manage future apprearances by attorneys and non-attorneys. Account information is accessible online.

3. Calendars Tele-Court's online calendars provide each firm with a manageable list of all future appearances.

4. Switch Tele-Court's switch function makes it simple for law firms to "switch" the identify of the appearing attorney, so that the court is provided with accurate information regarding the appearing person.

5. Confirmations Tele-Court's Confirmation forms are clear and concise, providing both experienced and inexperienced participants with all of the information they require in a use ful format.

6. Notice of Request to Appear Tele-Court automatically generates a notice of Request to Appear by Telephone which it submits to the court (where required) and copies to the registrants. This Notice facilitates prompt notice to opposing parties because it comes in a clear concise form that is quickly and easily forwarded, by fax or email, to the opposing parties. This form whether used as is or copied and pasted into another document, not only provides the requisite notice, but clearly apprises opposing parties of the telephonic appearance option and provides them with the information they need

to avail themselves of it.

7. Daily Reminder Tele-Court provides registrants with a helpful daily reminder of each telephonic appearance, including dial in and PIN information, as well as login information for real time call management and web video. Attorneys receive a consolidated reminder, informing them if multiple appearances before the same or different judges.

8. Cancellation Tele-Court appearances are easily cancellable, online or over the telephone, at no cost to the attorneys.

C. Reporting and Remittance.

Tele-Court will make completed telephonic appearance data online available to the Superior Courts and AOC via the web on a continuous real time basis, easily facilitating both random and complete auditing by the courts and the state.

Tele-Court will summarize and report state fees collected on a weekly basis, and either deposit into a trust account or remit to the AOC or state on a weekly basis.

SECTION 4: COSTS & PRICING

Tele-Court will respond to whatever pricing assumption and approach the court ultimately deems most appropriate.

In Tele-Court's view, the crucial distinction, however, is between the "service" involved in telephonic appearances, which includes the scheduling and conduct of the conference—including the telephony and video, and the "equipment" that may be required, which includes any speakerphone, web camera and any associated monthly expense.

A. Service

Depending upon the exact requirements that will be imposed by the courts, Tele-Court currently contemplates a price of $32 for the service portion of the costs associated with telephonic appearances. This includes management of the reservation taking process, cancellations, modifications, the telephone conference itself, and the costs associated with the collection of fees imposed by the State.

B. Equipment

Tele-Court currently contemplates an additional $8 per appearance to cover reimbursement for the cost of leasing, installing and maintaining equipment and associated expense, assuming the State chooses to control its equipment, or to absorb expense up to this amount. This would include benefits previously derived by courts from telephonic appearance vendors. Once the state defines the equipment and reimbursements it desires, Tele-Court can adjust the figures. The reimbursement would be to the state, to the individual courts or to Tele-Court, depending upon who has responsibility for the equipment.

Tele-Court, however, does not advocate arrangements that would have the vendor own and control the equipment, as such would create circumstances where the court and the new provider would be obliged to suffer the unnecessary expense and inconvenience of changeover of equipment just to alter service providers, which would dramatically inhibit competition.

C. Late Fees and Cancellation Fees.

Tele-Court does not charge late fees or cancellation, but it reserves the right to do so the extent required to prevent abuse. In a perfect world, normal cancellations would offset late registrations, resulting in no inefficiency. However, unless there are other telephonic matters on the Judge's docket, the failure to cancel reservations will result in the

unnecessary consumption of time and resources allocated to a call that does not take place. Data integration with the court could avoid much of that expense, as cancellation on the court's calendar would obviate the need for the attorney or litigant to contact the service provider, which is sometimes inadvertently overlooked.

D. Total Pricing

The proposed average cost of a Tele-Court appearance is thus $40, well below the $50 to $65 base rate currently charged by CourtCall as a base rate, and far below the $85-$100 that CourtCall charges if an appearance is scheduled late. Tele-Court's approach would also provide equipment that would be owned by the state and reduce ultimate cost to the public.

To the aforementioned, the $20 state fee would be added.

E. Revenue 2009-2010 and 2010-2011

Tele-Court served only one California Superior Court in 2009-10, and 2010-2011, having initiated service in Modoc County in December 2009.

In December 2009, Tele-Court equipped two courtrooms and one hearing room with Polycom Soundstation2 EX speakerphones. The courtroom environment included extension microphones and cables. All three rooms were equipped with Logitech Pro 9000 webcams. The wholesale value of the equipment was $1800, and the value of installation service for telephone and webcams was $400. The equipment is loaned.

Since January 1, 2010, Tele-Court has reimbursed Modoc County Superior Court at a rate of $60 per month for telephone line services.

Overall, the equipment expense in Modoc is unusually high in relation to the number of appearances, and should not be relied upon for estimating purposes.

Modoc County Superior Court imposes a local telephonic appearance fee of $14 per appearance in civil cases, which Tele-Court has collected for the court's convenience since May 2010.

The RFP describes the service required. Tele-Court not only satisfies all of those requirements, but provides free enhancements that make telephonic appearances even more efficient and effective for court, counsel and parties.

SECTION 5: ADDITIONAL INFORMATION

California attorneys can best explain the advantages of the Tele-Court approach. The following do not constitute endorsements, but are comments received from attorneys during the last several months following their routine use of the Tele-Court system.

"This service is wonderful. It is so much more helpful to attorneys and judges. We don't speak over each other, we can anticipate where the judge is going by seeing his facial expressions, and we can view his body when he reaches for a file or is looking at the computer screen to see something or is pausing to analyze a statute or case. Amazing to have this technology because it improves communication with the court to make it closer to the seamless nature of being physically present before him."

"Particularly on a day like today when traffic reports indicated the 10 freeway was blocked for over eleven miles leading into downtown, to know that we can avoid hours in traffic, not fret about whether the parking lot will be full, not wait in a security line, and never again be late for court, is worth every dime. Plus, the system gives us the ability to evaluate the judge and his temperament on the issues as he addresses them, which is invaluable.

"I would never use CourtCall again. This service is just simply far superior for all involved.

Katherine Windler, Esq.
BRYAN CAVE, LLP Los Angeles

"I was very impressed with Tele-Court services. I generally dislike telephonic appearances because it is difficult to know when to speak, particularly when there are several other callers on the line, and difficult to have a sense of the dynamics of the proceedings.

While my first appearance with Tele-Court services this morning did not involve other telephonic participants on my matters, I appreciated that I would be able to 'see' the other callers, that I would know when they were speaking and when they were either connected or disconnected to the courtroom."

"Having visual connection to the Judge, while not an issue for today's hearings, could be very important in discerning the best way to proceed in oral argument and discussions in a telephonic appearance.

All in all, the instructions were clear and the services were easy to use."

Linda Cantor, Esq.
PACHULSKI STANG ZIEHL & JONES LLP Los Angeles

"Much better than CourtCall. Easier to use, has visuals, you know your place on the calendar and the voice is much clearer. I use CourtCall in Los Angeles Superior, and there is no choice as far as I know. I am a family law specialist and don't usually go near Bankruptcy Court. Seeing the Judge on video personalizes it and improves the interactions. I'm no techie (practicing for 38 years) and it was simple to follow the instructions and no glitches."

Sterling Myers, Esq.
HELMS & MYERS Arcadia

"I really enjoyed Tele-Court. The price is much better than CourtCall and the online features are great. Getting to see the judge on the bench is a really helpful feature. Seeing who is also on call and where we are on the calendar is also really nice. I'm interested in exploring the chat feature more and having my picture show up in real-time for the judge."

"This definitely looks like the future of court appearances, which will help save clients a bunch of money without losing the sometimes necessary 'face-time. I really appreciate your service and would definitely use it again. I hope that other judges start using your service!"

Joshua D. Meier, Esq.
FRIEDMAN STROFFE & GERARD, P.C. Irvine

"I thought it was excellent. I will switch whenever possible from CourtCall. Your service is amazing!"

"I was even more impressed with my second use of the service. There are so many details which are great--having your calendar number listed, being able to mute and unmute using the computer, seeing who is appearing on what case, and most importantly, the video of the judge. Without seeing video, you have to guess if a pause means the judge expects you to respond or whether he or she is going to continue speaking. In other words, it allows for more natural and efficient communication. It solves what has been my biggest criticism of telephone appearances, as well as the more minor issues."

Gloria D. Cordova, Esq.
LAW OFFICES OF GLORIA D. CORDOVA, INC. Diamond Bar

"When I used the product, the Judge did not have a video camera so I couldn't enjoy the benefit of that feature. That being said, the telephone conferencing worked well. Since then, I had the opportunity to sample what the video product looks like, and I am very excited about this opportunity – it is going to make appearing remotely far better than telephonically."

Garrick A. Hollander, Esq.
WINTHROP COUCHET Newport Beach

"The instructions were very easy to follow. The website was very easy to use. We really like the web cam feature. It was nice to see the judge's face while on the call. Two thumbs up from us!"

Heather Hurt, Administrative Assistant
BARKER OLMSTED & BARNIER, APLC San Diego

"The service was good. I like the written confirmations, easy to read and user-friendly. I also like the e-mail reminder the morning of the hearing. I used the video link which was also good. It worked well and it's interesting and helpful to be able to see the judge's expressions during the hearing.... Tele-Court is doing a good job."

Edward T. Weber, Esq.
ROUTH CRABTREE OLSON, PS Santa Ana

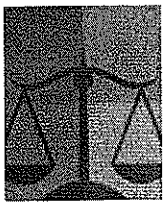
"This was my first time using Tele-Court and I was highly impressed. The ability to see the Judge by way of web cam was amazing. It actually felt like a real appearance. It is also nice to see who else is appearing on the phone....

"I am a previous user of CourtCall and I find your service a huge improvement, especially the call in method. CourtCall puts you through the ringer before you get connected to the Court. With your service, the call-in/PIN method is way more efficient."

Terrence T. Egland, Esq.
KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIEB & KIMBALL, LLP Bakersfield

"Tele-Court was easy to use and I appreciate the lower cost. The video feature is nice. I might suggest having a second camera on the podium."

Adam M. Greely, Esq.
GALFIN, PASSON & GREELY, LLP Irvine



"Tele-Court has much more utility and is cheaper than Court Call. Comparing CourtCall and Tele-Court is like comparing a Model A to a current model luxury car."

Elmer D. Miller, Esq.
ELMER DEAN MILLER III, PC Diamond Bar

"It was easy to use, I liked the photos and knowing who was on line. The cost was much less than Court Call."

Kendra L. Tanacea, Esq.
LAW OFFICES OF KENDRA L. TANACEA San Francisco

"Everything worked well. I liked the video of the Judge."

John W. Cutchin, Esq.
JOHN W. CUTCHIN, ESQ. San Diego

"I very much enjoyed being able to see the Judge and to know who on the phone was speaking. Not being able to see the judge is the huge (and obvious) downside to telephonic appearances."

Barrett Marum, Esq.
SHEPARD MULLING RICHTER & HAMPTON San Diego

FURTHER ADDITIONAL INFORMATION

INDEX OF EXHIBITS

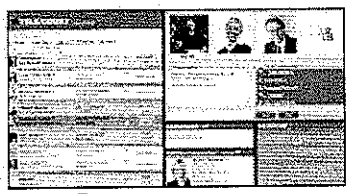
1.	Tele-Court Homepage	20
2.	Attorneys' Open Account Webpage	21
3.	Attorneys' Schedule Telephonic Appearance Webpage	22
4.	Attorneys' Terms & Condition of Service	23
5.	Attorney's Confirmation Email to Attorneys	24
6	Attorneys' Detailed Instructions	25
7.	Notice of Request to Appear by Telephone	26
8.	Attorneys' Calendar	27
9.	Live Courtroom Connection	28
10.	Courtroom Instructions: How Tele-Court Works	29
11.	Courtroom Instructions: Live Courtroom Connection Webpage Details	30
12.	Courtrooms' Calendar	31
13.	Courtrooms' Optional Approval or Disapproval	32
14	Polycom Soundstation2 EX with extension mics & cables	33-34
15.	Logitech Pro 9000 Webcam	35

TELE-COURT

Home | Calendar | Schedule Appearance | Account | FAQ |

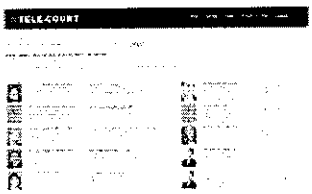
User: | Login

SPECIAL FEATURES



Larger Image

TELE-COURT Live Courtroom Connection is a real- time online call monitoring system available the court and attorney participants at no extra charge. No more wondering exactly who is on the line. The TELE-COURT Live Courtroom Connection tells you who is scheduled to appear, who has dialed in, is holding, even who is actually speaking, all in real time over an ordinary internet connection.



Larger Image

Tele-Court's Online Calendaring makes scheduling telephonic appearances easy for both Court and Counsel. Schedules are up to date and available online 24/7.

Get A Demo
Courts interested in Tele-Court should send us an email or give us a call to arrange for a quick on-line web demonstration of all of the Tele-Court features.

Our demo will enable you to see the Tele-Court system from the perspective of an attorney or a judge.

User Login | Open An Account

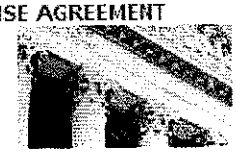
TELE-COURT: The Telephonic Court Appearance Solution

Comprehensive Online Reservation and Schedule Management Systems.
Informative Photographs of judges and attorneys put a face on the voice.
Advanced TELE-COURT viewer gives the Court a real-time call overview.
Economical Court can choose either flat rate or per minute billing

Tele-Court offers both flat rate plans and base plus cost per minute rate plans. The applicable rate plan is set on a court by court basis, and may vary based on whether Tele-Court provides speakerphone equipment or expense reimbursements to the court.

Tele-Court combines a reasonable price with customized call management features into unique package of services to meet the special needs of the courts and counsel. We think that you will find that, when you weigh all of the relevant considerations, Tele-Court solution best serves the needs of court and counsel.

TELE-COURT AWARDED FEDERAL LICENSE AGREEMENT



In March of 2006, the Administrative Office of the U.S. Courts (AOUSC) awarded Tele-Court one of four master license agreements to provide telephonic court appearance services to the 94 districts in the United States federal court system.

These master license agreements are in response to the growing number of judges and courts allowing attorneys and parties to appear telephonically from remotes sites in appellate, district and bankruptcy proceedings. This service is a courtesy to attorneys and parties and may save significant time and travel expenses.

Attorneys and parties may purchase telephonic court appearance services and appear telephonically as permitted by the presiding judge. Each attorney or law firm is billed separately for each appearance in each case.

The Tele-Court solution provides attorneys with a scheduling and conference management interface. Using the TELE-COURT viewer, judges are able to see who is on the call, who is holding, and even who is speaking. Tele-Court's entire system is designed to meet the unique needs of attorneys in connection with telephonic court appearances.

TELE-COURT Home | Calendar | Live Courtroom Connection | More

User: | / Login

Setup Tele-Court Account

Type of Account Owner: Law Firm

Account Owners Firm Name: Smith & Jones, LLP

Role of Appearing Person: Attorney

Name (Last, First): Smith, John A.

Address: 1234 First Street, Suite 3400

City/State/Zip: Irvine California 91011

Phone: (888) 233-2323 Ext: 34

Cell Phone: Optional

Email: jsmith@smithlaw.com

Photo: You can find my image on my firm's website

Username for this Person: jsmith Available

Password for this Person: ••••••••

Confirmations: ☑ Email this Person a copy of each of his or her telephonic appearance confirmations.

Call Statements: ☑ Email this Person a copy of the Call Detail Record showing duration and charges after each call.

Name (Last, First): Palmer, Ann Optional

Phone: (888) 233-2323 Ext: 25

Email: apalmer@smithlaw.com Optional

Username for this Person: apalmer Available

Password for this Person:

Confirmations: ☑ Email this Person a copy of every telephonic appearance confirmation relating to the above Attorney or Other Person.

Call Records: ☑ Email this Person a copy of every Call Detail Record relating to the above Attorney or Other Person after each call.

Email: calendar@smithlaw.com Optional

Email this address a copy of every confirmation for every Attorney or Other Appearing Person on this account.

Card Type: American Express

Card Number: 1234567890 *Please enter a valid credit card.*

Expiration: December 2012

Card Security Code: 888

Card Usage: Any Attorney in this Firm

Cardholder Name (First Last): John A. Smith

Billing Address: 1234 First Street, Suite 3400

City/State/Zip: Irvine California 91011

Email for Credit Card Receipts: jsmith@smithlaw.com

Email this address a Receipt, with links to Call Detail Records, each time this credit card is charged.

Submit

TELE-COURT Home | Calendar | Schedule Appearance | Account | FAQ | Contact

User: Dunbar, Mark / Logout

SCHEDULE A TELEPHONIC APPEARANCE

New Telephonic Appearance

Type: Attorney
Appearing Person: Dunbar, Mark
Role In This Hearing: Attorney
Telephone Connection: Normal

State: California
Court: Orange County Superior Court
Judicial Officer: Menninger, Kimberly K.
Date/Time Source: How was the date/time of this hearing set?
Hearing Date: 11/11/2009 (mm/dd/yyyy)
Hearing Time: 9:30 am Pacific
Telephonic Cases: Select from cases already on Telephonic Docket or Add New case

Your Prior Cases: Add New

Case Number: 08-583983
Case Name: Smith v. Jones
Side: Plaintiff
Party: John Smith
Your File Number: 989.32

Hearing Subject: Motion to Amend

Judge's Rules: Tele-Court will be serving the Orange County Superior Court in connection with cases set for hearing on or after Monday, January 4, 2010. Telephonic Appearances are governed by California Rule of Court 3.670, except insofar as the Notice deadlines have been modified by this court by Local Rule or Standing Order. The modifications are summarized below.

Judges Deadline: The court has eliminated requirements that parties give days of advance notice of their intent to appear by telephone. Parties are allowed to schedule telephonic appearances through Tele-Court until 9:00 am on the day of the hearing. After that time, parties can schedule a

Confirm: ☑ I certify compliance with the Judge's rules and deadlines for telephonic court appearances.

Appearing Person: Dunbar, Mark mdunbar7@tele-court.com
Assistant: None assigned
Arranger: Dunbar, Mark, mdunbar7@tele-court.com
Calendar Dept:

Tele-Court Fee: $30.00 base fee
Bill To: American Express ending in 1111 name:Dunbar, Mark
Confirm: ☑ I agree to Tele-Court's **Terms & Conditions**. Charge the selected card after this appearance.

Submit

TERMS & CONDITIONS OF SERVICE

1. Parties To The Contract The Terms & Conditions set forth herein constitute the sole and exclusive agreement ("Contract") governing the duties, rights and obligations arising from or relating to the arrangement for and/or conduct of a telephonic court appearance and related services between Tele-Court, Inc. ("Tele-Court"), a Colorado corporation, and any persons or entities who arrange to appear and/or appear telephonically, or attempt to do so using the Tele-Court telephonic court appearance system ("Participant").

2. No Third Party Beneficiaries No other person or entity is an intended beneficiary or third party beneficiary of the Contract, including but not limited to any client on whose behalf the Participant may be acting.

3. Relationship to the Court Although Tele-Court may have an agreement with the Court system before whom an appearance is arranged, this Contract shall be only agreement governing the relationship between Tele-Court and any Participant. Participants hereby waive any claims as a third party beneficiary of any such agreement between Tele-Court and a court system. No court is a party to the Contract, and no court shall be deemed a necessary party to any dispute arising from or relating to the Contract. No court may be named as a party in any legal action arising from or relating to the Contract.

4. Limitation of Liability The parties recognize that there is no reasonable way to liquidate damages or insure against the potential liability that could be associated with failure to perform by Tele-Court in any particular case. Theoretically, damages might range from nominal to the loss of a motion or even a case, the value of which itself may be indeterminable without litigation of the underlying matter. Assuming it were feasible, the cost of insuring, or self-insuring against such loss would increase the cost of the Tele-Court service many times over. Accordingly, the parties agree that the liability of Tele-Court, Inc., and/or its officers, directors, employees, agents, subcontractors and service providers, for any and all damages, including but not limited to any direct, indirect, incidental or consequential damages, arising from any breach of the Contract or any other legal obligation, duty of care or obligation that arises from or relates to the Contract and/or its performance or non-performance, is limited to an amount equal to the fee for service, if any, that is received by Tele-Court for the subject telephonic appearance. The foregoing limitation applies to any and all damages, including any caused in whole or in part by the intentional, willful or negligent conduct of Tele-Court and/or its officers, directors, employees, agents, subcontractors and/or service providers. In the event Tele-Court does not receive a payment or is not entitled to be receive payment for the subject appearance or conduct at issue, Tele-Court would have no monetary liability. In the event of a legal action arising from or relating to the Contract, no party shall be entitled to recover attorney's fees, and no party shall be entitled to recover punitive or exemplary damages.

6. Use of Participant's Image For the convenience of the Participant and the other parties to the conference call, Tele-Court will seek to obtain an image of the appearing Participant from internet sources and/or from Participants. Participants grant Tele-Court the right to use Participant's image in connection with hearings scheduled by Participants. Tele-Court may disseminate images from its Live Courtroom Connection to participants, or potential participants, in telephonic hearing calendars that involve the Participant.

7. Governing Law / Venue / Severability This Contract is governed by the law of the State of Colorado. The exclusive venue for any action arising from this Contract shall be Summit County, Colorado, California. If any portion of any provision of this Contract is found to be invalid and/or unenforceable, then the invalid and/or unenforceable portions shall be deemed severed from the contract and the remainder of the Contract enforced according to its terms.

9. Pricing The price for Tele-Court's services are vary from court to court based on the particular services, equipment and reimbursement, if any, provided to the court. The price for Tele-Court's service is specified in the Schedule Appearance form. In certain courts, the price is Flat Rate. In others, the price is a Base Fee plus a price per minute of actual connection time, which is measured from the time the Participant enters a PIN to the time the Participant disconnects.

If a Participant makes more than one Appearance during a single connection or an otherwise indivisible related series of connections, the Flat Fee or Base Fee is payable three times, however, where a price per minute is applicable, the connection time will be divided and allocated equally among the various Appearances. Thus, for example, an attorney who makes three Appearances in three cases over the course of a single thirty minute connection in a court using the Base Price plus price per minute would be billed a Base Fee andten minutes of connect time for each case.

An "Appearance" is the direct or indirect connection of any person to the courtroom through Tele-Court in connection with a particular case. The fee is payable in connection with persons who are merely identified as present and listening to the call through the Participant's connection. Tele-Court's fee is payable if the Participant connects to the courtroom via Tele-Court on the day of the hearing, even if the result of the connection is simply to be advised that the matter has been continued to another date or is otherwise off calendar. A continuance to a time later in the same day is not considered a separate Appearance, however, a continuance to another day constitutes a separate Appearance necessitating a the calendaring of a new item and the payment of a new fee.

The Fee is payable for each separately identifiable person making an Appearance through a connection arranged by the Participant. A Participant who permits any other person to make a speaking or non-speaking Appearance using the Participant's connection (including made through the use of a speakerphone or other telephone conferencing systems), is responsible for the payment of the Flat Fee or Base Fee for all such other persons. A Participant may, however, allow another person to make an Appearance completely in lieu of the identified Participant without additional charge.

The Fee is payable for each separately identifiable case, however, cases that are consolidated or coordinated by the Court are deemed a single case. Thus, for example, an attorney who makes Appearances in three cases over the course of a single thirty minute connection would pay the Flat Fee or Price Per Participant appearance fee three times. Where there is a per minute charge, the Price Per Minute for the thirty minute connection would be divided equally, for billing purposes, between the three cases.

TELE-COURT

TELEPHONIC APPEARANCE CONFIRMATION

Date: **10/07/2009**

Time: **8:00 am Pacific**

Dial In: **(800) 399-9606** PIN: **52558** *PINs are unique to each person and each appearance and cannot be shared.*

Log In: www.tele-court.com *Need your username/password to login? Click here to retrieve.*

Case: Hunter v. Ckun & related cases
Number: 07-2795 JW
Subject: Motion Final Approval of Wave I Settlement

Appearance Before: **Hon. James Ware**
USDC Northern District of California
San Jose Federal Courthouse

SLK

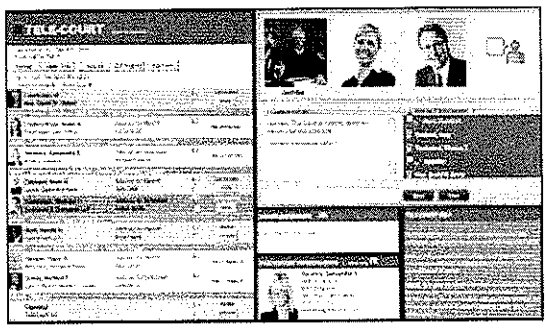
Appearance By: **Klein, Robert**
Stephens Lynn Klein LaCava & Puya, P.A.
For Defendant Michael Rosen

Let Court and counsel put a face with your voice! Email your photo to photos@tele-court.com.

This request was arranged on Tele-Court at 08:22:38 AM Central Time on 10/05/2009 by or at the request of Pierson, Jessica Jo.

Telephonic Appearance Instructions:

Dial in three to five minutes prior to the scheduled time, enter the PIN, and wait silently, on mute, for the case to be called. You can mute using your office phone, the online Court Connection, or by pressing 1# to mute and unmute. Due to ordinary courtroom delays, the Court may not join the call until some time after the scheduled hearing time.



The username and password shown above will allow the appearing person to login and access Tele-Court's remarkable Courtroom Connection, which gives the appearing person the ability to monitor the call in real-time, to see who is scheduled to dial in for what, who is connected, and even to see who is speaking. Court Connection also allows the judge and any participant to send video using an ordinary webcam. The use of Court Connection is optional, and it is FREE!

The website also allows you to check and edit the details of this appearance. You can click Confirmation to reprint this confirmation and instructions, Notice to print a Notice of Request to Appear By Telphone suitable for service, Switch to change the identity of the appearing person, and Cancel if things change.

This request to appear telephonically has a default status of To Be Determined (TBD). The Court may review this request, in which event you will receive an email notifying you of approval or disapproval. All services are subject to Tele-Court's Terms of Service.

TELE-COURT, INC. **support@tele-court.com** **(800) 924-5680**

TELE-COURT DETAILED INSTRUCTIONS

CONFERENCE PROCEDURE. To make your telephonic appearance, simply dial in approximately five minutes prior to the scheduled hearing time and enter your PIN. You will hear a recorded announcement confirming the name of the Court to which you will be connected. You will wait on music hold until the Court dials in, or you will be informed that the Court has already joined the call and that proceedings may already be underway. Once the Court joins the call, you will be connected via a speakerphone that can be heard by anyone in the courtroom. Just as in court, you should simply wait silently (on mute) until your matter is called. The Tele-Court operator will be aware of your presence via the Tele-Court Call Viewer. Identify yourself each time you begin speaking.

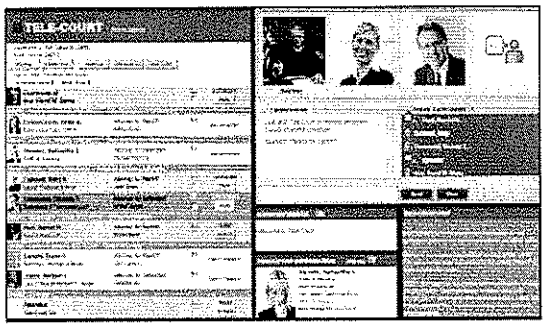
YOUR PIN. Your PIN identifies you and the particular matter for which you are appearing. If you need to appear before the same judge on the same day in other matters, you need to schedule separate telephonic appearances and obtain separate PIN's for each matter. Your PIN will only function on the scheduled date. If you have multiple telephonic appearances before the same judge on the same date, you may stay on the line for the successive appearances or you may hang up and dial back in using the other PIN(s). Each separately identifiable person appearing via telephone must have a PIN. If you need to have a different attorney in your firm cover a telehonic appearance, simply use the "Switch" link on your Tele-Court calendar page to change the identity of the appearing attorney.

MUTE YOUR LINE. Your telephone will pick up any noise you make and broadcast it throughout the courtroom. Paper rustling, keyboarding, whispering, even moving the phone from shoulder to shoulder usually can be heard. While waiting for your case to be called, you must mute your line using your telephone handset. If your handset doesn't have a mute button, you can mute/unmute using a button on the Tele-Court Court Connection or by pressing 1#. The Tele-Court operator or the Court may unilaterally mute your line if you do not exercise proper control. In that event, a message will play advising that you have been muted and may unmute by pressing 1#.

DISCONNECT SILENTLY. Don't let your handset clatter noisily back into its cradle. Quietly disconnect from the call so the courtroom is not disrupted.

FREE COURT CONNECTION WITH WEB VIDEO. The Court and participating attorneys can "see" the conference call using the real-time Court Connection accessible from your Calendar page. The Court Connection page will tell you who is scheduled to be on the call, who is connected, even who is speaking! The Court Connection also has buttons to allow you to mute/unmute or to summon the operator. Please note that muted status will only display as such if you mute through Tele-Court. If we didn't find your photograph on your website, email one to photos@tele-court.com so the court can put a face with your voice.

DON'T PUT THE COURT ON HOLD. If the telephone system you are using has on hold music, you cannot put the call on hold unless you mute your line through the Tele-Court system (so your hold music doesn't get through). Otherwise, you must hang up the call and then dial back in to rejoin.



Tele-Court's FREE real-time Court Connection

OPERATOR ASSISTANCE. Tele-Court operators monitor ongoing court proceedings and are available to assist you at any time. You may use a button on the Tele-Court Court Connection or press 0# at any time to summon an operator for a private consultation. Until the operator responds, you will remain in the conference. When the operator does respond, a message will play and you will be removed from the conference so that you and the operator can speak without being heard by others. You will be rejoined to the conference upon conclusion of the private consultation. If you experience dial in problems and cannot connect to an operator, please call Tele-Court customer service at (800) 924-5680.

PERMISSION STATUS. All telephonic appearances scheduled through Tele-Court are automatically assigned a "permission" status of TBD (To Be Determined). The Court may, or may not, change the permission status to approved, disapproved or call the court, in which event an automated email will be sent to you and the change will be reflected in your Tele-Court calendar. If you think the status change is in error, you should call the Court (who can change it again), not Tele-Court. The fact that you are able to schedule this appearance on the Tele-Court system does not put a hearing on the Court's calendar. You are solely responsible for complying with the court's rules applicable to the scheduling of hearings generally and telephonic appearances in particular. You are responsible for scheduling in a timely fashion, giving any required notice to opposing counsel, and specifying the correct time and date for the hearing.

TERMS OF SERVICE. The terms of service under which Tele-Court provides telephonic appearance are available on our website or via fax upon request. Scheduling a telephonic appearance through Tele-Court constitutes an agreement to be bound by these terms of service. Among other things, these terms of service include a limitation of liability for all claims, including claims attributable in whole or in part to Tele-Court's negligence or willful or intentional conduct, to an amount equal to the fee, if any, charged or chargeable for the call.

TELE-COURT, INC. support@tele-court.com **(800) 924-5680**

TELE-COURT

NOTICE OF REQUEST TO APPEAR BY TELEPHONE

Lingo, Bradley
Gibson, Dunn & Crutcher for Kutak Rock
1050 Connecticut Ave., N.W.
Washington, District of Columbia 20036
TEL: (202) 887-3681
blingo@gibsondunn.com

Attorney for Plaintiff
Hunter

USDC Northern District of California (San Jose)

San Jose Federal Courthouse

Hunter v. Citibank

Case Number: 09-2079 JW

NOTICE OF REQUEST TO APPEAR BY TELEPHONE
re Motion Final Approval of Wave I Settlement

Date: 10/07/2009
Time: 8:00 am Pacific
Judge: Hon. James Ware

PLEASE TAKE NOTICE that the person shown in the caption above submits this request to the Court to appear telephonically at the hearing referenced above. This request may be approved by the Court without notice to the parties to this case.

The requesting person has NOT made arrangements for any other persons to appear by telephone. You are free to appear in Court in person for this hearing. **IF YOU WISH TO APPEAR BY TELEPHONE**, you must go to www.tele-court.com or call (800) 924-5680 and make your own arrangements to do so. There is a fee of $10 plus 25 cents per minute of connection time payable by each person who chooses to utilize the Tele-Court service.

Normally, Tele-Court recommends a deadline to courts of 8am for hearings on the morning calendar, and 1pm for hearings in the afternoon. However, if the case is already on the docket, Tele-Court will allow you to sign up until the time of the hearing.

Each participant that makes arrangements with Tele-Court to appear telephonically will receive a dial in number and a unique PIN. Each PIN permits the entrance of only one person to the telephone conference, so PINs can not be shared with others. The Court and/or participants can access Tele-Court's free Courtroom Connection to get real time call status information and/or to access Tele-Court's free optional web video. Participants can see any other that is using a webcam, and may send video using a simple ordinary web cam. Not all courts utilize Tele-Court's web video capabilities, and web video is not necessarily utilized in all hearings.

This request was arranged on Tele-Court at 09:54:47 AM central, on 10/01/2009 by or at the request of Lingo, Bradley of Gibson, Dunn & Crutcher for Kutak Rock who can be reached at or blingo@gibsondunn.com.

Dated: 10/01/2009

Gibson, Dunn & Crutcher for Kutak Rock

By: *s/ Lingo, Bradley*
Lingo, Bradley

TELE-COURT Home | Calendar | Schedule Appearance | Account | FAQ | Contact

User: Adams, Amy / Logout

Filter Your Appearances: All Future Dates
All Courts
All Judges
All Appearing Persons
Approved or TBD

YOUR FIRM'S TELEPHONIC APPEARANCE CALENDAR

Your firm's future telephonic appearances, if any, are listed below.
Click **Schedule Appearance** to set up a new appearance.

11/11/2009 9:30 am Pacific
Before Hon. Kimberly K. Menninger
Orange County Superior Court
Live Courtroom Connection

Anchor Steam v. Budweiser
Case No. 2009-12345
Case Management Conference
Status: TBD

Adams, Amy
Attorney for Plaintiff
Anchor Steam
Dial In: (800) 399-9606 PIN: 1111
Confirmation Notice Cancel Switch

11/18/2009 10:30 am Pacific
Before Hon. Wendy S. Lindley
Orange County Superior Court
Live Courtroom Connection

Bank of America v. Boatson
Case No. 2007-82343
Motion for Summary Judgment
Status: Approved

Baker, Bonnie
Attorney for Plaintiff
Bank of America
Dial In: PIN: 2222
Confirmation Notice Cancel Switch

11/20/2009 1:30 pm Pacific
Before Hon. Carlton P. Biggs
Orange County Superior Court
Live Courtroom Connection

Cotton v. Cantor
Case No. 2008-23234
Motion to Compel
Status: TBD

Connors, Connie
Attorney for Defendant
Curtis Cantor
Dial In: PIN: 3333
Confirmation Notice Cancel Switch

TELE-COURT

Home | Calendar | Courtroom Connection | Profile | FAQ | Contact

Dial In: (800) 399-9606 PIN: Courtroom Mode ▼ Execute

Courtroom of Hon. Peter Carroll — connected — mute

09:30 2.0 Bloomfield Estates 07-20197

Novick, Robert Kasowitz Benson Torres — connected — mute
Attorney for Creditor New Stream

09:30 3.0 Burlington 2:09-BK15319

Greene, Richard [illegible] — SPEAKING — mute

Johnson, Kelly S. Law Offices of — connected — mute
Attorney for Plaintiff Joe Kern

Lubin, Lee Law Offices of — connected — mute
Attorney for Plaintiff Dan Newman

March, Kathleen P. The Bankruptcy Law — connected — mute
for Claimant The Bankruptcy Law Firm

Vickman, Leon Leon L. Vickman, A Law... — connected — mute
for Creditor Ritter

09:30 16.0 Nevada Star 10-26188

Landau, Lewis Attorney at Law — connected — mute
Attorney for Plaintiff Committee

Pagter, Gibson Pagter & Miller — connected — mute
Attorney for Plaintiff Henry Douglas Campbell

Windler, Katherine M. Bryan Cave — muted — unmute
Attorney for Creditor Madison Realty Capital

09:30 17.0 Claudia Raffone 10-27683

Pagter, Gibson Pagter & Miller — hasn't dialed in
Attorney for Plaintiff Henry Douglas Campbell

09:30 26.0 GMT Enterprises 10-53738

Fromme, Eric J. Rutan & Tucker — muted — unmute
Attorney for Creditor California Bank & Trust

09:30 28.0 In Re Spahi 2:10-bk-55570

Cohen, Leslie Leslie Cohen Law PC — disconnected
Attorney for Plaintiff Ocean Towers

Fields, Mark Law Offices of Mark C. Fields — muted — unmute
Attorney for Secured Creditor LOA Investments

02:00 John Hasso v. John H. Olatz 6:09-bk-11095

Hasso-Najm, Jennifer J. Law Offices of — hasn't dialed in
Attorney for Plaintiff John Hasso

00:00 0.0

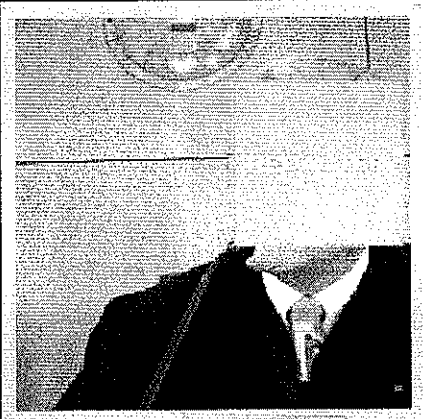
Operator Tele-Court, Inc. — connected — mute

Watching Me: 0

Start

WEB VIDEO

Point cursor at image for reduce/enlarge.



Close AV

ONLINE USERS

- Clerk Laura Quintanar
- Greene, Richard J.
- Windler, Katherine M.
- Hon. Peter Carroll
- Operator

CHAT

Type text below & clic Send

Send Clear

CONTACT DATA

1. ATTORNEY SCHEDULING. Without contacting the court, attorneys and self-represented litigants can utilize the Tele-Court system online, by fax or by phone, to schedule telephonic appearances in cases that have been previously been set for hearings in the ordinary course of the court's business. The court directs users to www.tele-court.com, to a fax form available online, or to Tele-Court's customer service at (800) 924-5680.

2. COURT NOTIFICATION / REVIEW / CALENDARING. Each time a telephonic appearance is scheduled on Tele-Court, the Judge's Clerk or Judicial Assistant receives an automatic email from Tele-Court advising of all pertinent details relating to the telephonic appearance. The Judge, Clerk/JA and all other participants can logon at www.tele-court.com to view telephonic calendar information. The Clerk/JA can click a link to notify the attorney and Tele-Court that the telephonic appearance has been approved or disapproved without exposing the court's email address.

3. ONLINE COURTROOM CONNECTION. On the day of the hearing, the Judge and Clerk/JA as well the participating attorneys and litigants can log in at www.tele-court.com and see the Live Courtroom Connection listing all scheduled telephonic participants sorted by time and grouped by case. The Judge will be able to immediately see which participants have dialed in and connected, holding, muted, even speaking, all in real time.

4. CONFERENCE DIAL-IN. The courtroom dials in to Tele-Court and enters the courtroom's unique PIN. The courtroom is immediately connected to the conference and any waiting participants automatically come off hold. The Live Courtroom Connection continuously updates to show who is connected to the conference, even who is speaking, in real time. The Judge, Clerk/JA and Operator can easily mute anyone who fails to do so by clicking a mute button. Participants also can be gagged or sent to a autoconference.

5. WEB VIDEO & CHAT. Any user can click the Send/Stop Video button in the first video window to start and end their video feed. Point your cursor at the window and the participant's name will appear. Point to upper left of window and a zoom button appears, allowing image to be quadrupled in size. The online participants list informs all users who has the Tele-Court Live Court Connection web page open. Any user can chat with the entire conference or privately with another participant.

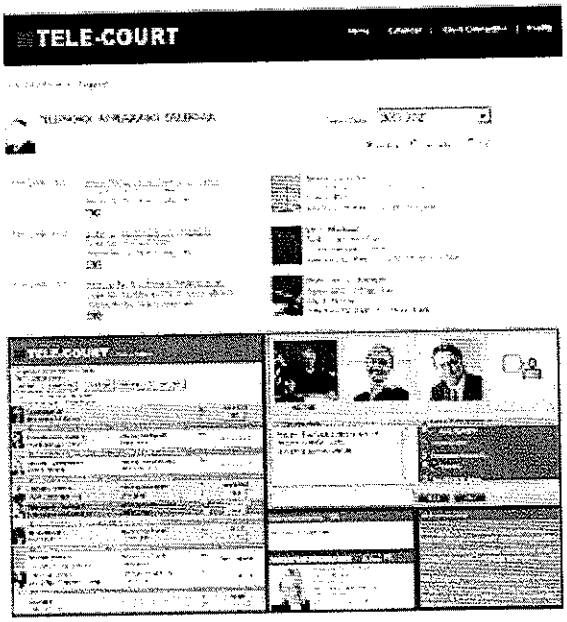
USER LOGIN information for www.tele-court.com

Judge: John Smith
Username: *****
Password: *****

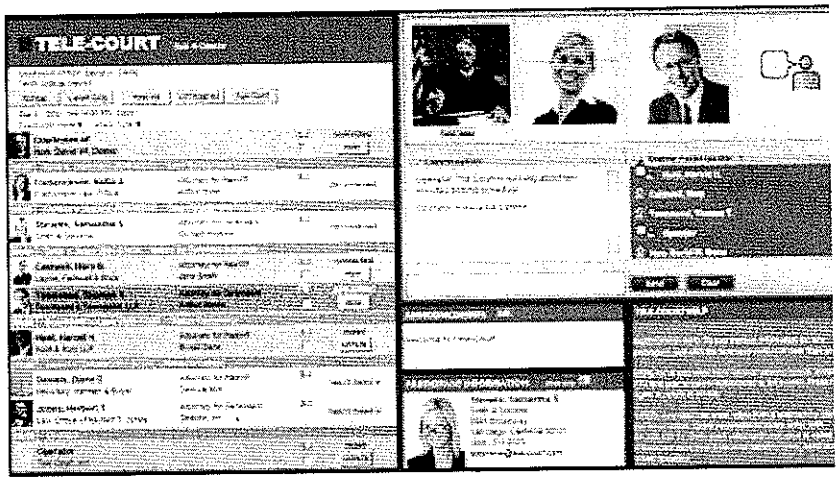
Judicial Assistant: Mary Jones
Username: *****
Password: *****

Courtroom
Dial In: (800) 399-9606
PIN: ***** followed by #

Operator Assistance
Press 0# if dialed in, or
Call (800) 924-5680 ext. 2



When the court logs in at www.tele-court.com, the Live Courtroom Connection webpage will open.



1. DIAL-IN AND PIN. The Courtroom's dial-in number and PIN always appear at the upper left of the Live Courtroom Connection page for the Courts convenience. The Courts PIN number is unique to the Court and cannot be used by another caller.

2. BACK TO CALENDAR. The Back to Calendar link takes the user to the Judge's calendar of telephonic appearances for today and all future dates. From here, the court can print a calendar suitable for posting on the courtroom door to inform those appearing in person of the identities of those on the telephone. The court can also print future calendars, and see calendars of disappointed or canceled items.

3. COURTROOM / CHAMBERS MODE. Tele-Court's conferencing system has two modes of operation that mirror the courthouse experience. The default courtroom mode connects all callers to the courtroom, just as if they were sitting in the back of the courtroom. Attorneys listen silently to other cases on the docket while they wait for their case to be called. In the alternative Chambers mode, callers wait on hold, until they are brought in, or out of the conference with the Judge by clicking the hold button.

4. SPECIAL COMMANDS. Using a dropdown, checkbox, and execute command, the Court can put all callers on or off hold, "page" a particular caller by dialing the participant on listen only status, or to send any two or more participants into a private sub-conference.

5. HEARING TIME/CASE/NUMBER/MOTION. The Live Courtroom Connection lists the hearing time, the case name, case number and the subject of the motion.

6. PARTICIPANT INFORMATION & CONNECTION STATUS. The Tele-Court system will "put a face with the voice" with still pictures (where available) of the participants. The Live Courtroom Connection identifies the name, firm, side and client of each participant, and informs whether the participant has not yet dialed in, is on hold, muted, connected, disconnected, even speaking.

7. MUTE/HOLD. In the Courtroom Mode, a mute button appears on each participant's status line, enabling the Judge, the Clerk or the Tele-Court operator to action to mute any participant inappropriately introducing unnecessary noise into the conference. Messaging plays to the user quickly advising that they have been muted and that they may press # to unmute. In the Chambers Mode, the button is used to take callers on and off hold and thus bring them into or out of conference with the Judge.

8. SEND/STOP VIDEO. Simply click Send Video and Stop Video. If you point your cursor at a window, the name of the participant will display on the bottom, and a zoom link, enabling you to enlarge the size of a video feed, will appear in the upper right.

9. CHAT. The Judge's clerks, the operator and attorneys can use the chat feature to exchange information while waiting for the judge to arrive and at other appropriate times.

10. ONLINE PARTICIPANTS. The online participants section lets everyone know who is online with the Call Viewer webpage open. Icons also indicated who is sending video.

11. ANNOUNCEMENTS. By clicking the edit button, the Judge, Clerk/Judicial Assistant and the Operator can post announcements that won't scroll away like Chat.

12. CONTACT INFORMATION. By clicking the business card icon on the participants line, any user can call up detailed contact information and a larger picture.

13. HELP. The Help section contains information about the Tele-Court Live Courtroom Connection.

TELE-COURT

Home | Calendar | Live Courtroom Connection | More

User: Hon. Kim Dunning / **Logout**

Click Live Courtroom Connection for the real-time display.

Filter Appearances: 11/11/2009
Dunning, Kim
All Firms
All Appearing Persons
Approved or TBD

TELEPHONIC APPEARANCE CALENDAR

Hon. Kim Dunning
Orange County Superior Court

11/11/2009 9:30	Anchor Steam v. Budwiser Case No. 2009-12345 Case Management Conference TBD	Adams, Amy Adam Baker Charlie, LLP Los Angeles, California Attorney for Plaintiff Anchor Steam
11/11/2009 9:30	Anchor Steam v. Budwiser Case No. 2009-12345 Case Management Conference Approved	Denton, David Denton Law Office San Francisco, California Attorney for Defendant Budweiser
11/11/2009 9:30	Sample v. Test Case No. 2009-23223 Motion for TRO TBD	Ward, Rita Tele-Court, Inc. Los Angeles, California Attorney for Plaintiff Steven Sample
11/11/2009 10:30	Bank of America v. Boatson Case No. 2007-82343 Motion for Summary Judgment Approved	Baker, Bonnie Adam Baker Charlie, LLP Los Angeles, California Attorney for Plaintiff Bank of America
11/11/2009 1:30	Cotton v. Cantor Case No. 2008-23234 Motion to Compel TBD	Connors, Connie Adam Baker Charlie, LLP Los Angeles, California Attorney for Defendant Curtis Cantor
11/11/2009 1:30	Cotton v. Cantor Case No. 2008-23234 Motion to Compel TBD	Edwards, Eddie Edwards Law Firm Miami, Florida Attorney for Plaintiff Carter Cotton

TELE-COURT Home | Calendar | Live Courtroom Connection | More

User: Hon. Kim Dunning / **Logout**

Click Live Courtroom Connection for the real-time dis

TELEPHONIC APPEARANCE CALENDAR

Hon. Kim Dunning
Orange County Superior Court

11/11/2009 9:00 — Anchor Steam v. Budwiser
Case No. 2009-12345
Case Management Conference
TBD

11/11/2009 9:30 — Anchor Steam v. Budwiser
Case No. 2009-12345
Case Management Conference
Approved

11/11/2009 9:30 — Sample v. Test
Case No. 2009-23223
Motion for TRO
TBD

11/11/2009 10:30 — Bank of America v. Boatson
Case No. 2007-82343
Motion for Summary Judgment
Approved

11/11/2009 1:30 — Cotton v. Canior
Case No. 2008-23234
Motion to Compel
TBD

CHANGE TELEPHONIC APPEARANCE STATUS

Hearing Date/Time: **11/11/2009 10:30**

Bank of America v. Boatson
Case No. 2007-82343
Motion for Summary Judgment

Appearing:
Baker, Bonnie
Adam Baker Charlie, LLP
Los Angeles, California

Email: bbaker@tele-court.com
Phone: (213) 923-3223

Arranged by: Adams, Amy on 09/19/2009 at 12:26:41 PM Central.
Contact: (213) 923-1932 or aadams@tele-court.com

Select Status: Disapproved

Optional Message Included In Status Change Email:

```
Due to the complexity of this motion, the
court requests counsel for moving and opposing
parties be personally present.
```

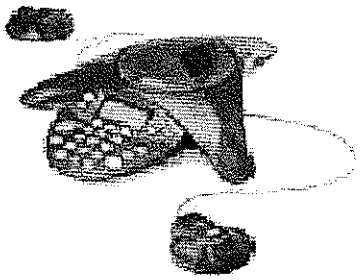
Submit | Cancel

Los Angeles, California
Attorney for Plaintiff
Bank of America

Connors, Connie
Adam Baker Charlie, LLP
Los Angeles, California
Attorney for Defendant

Polycom® SoundStation2™

Setting the Standard. Again.



Remarkable Voice Quality. The Standard for Everyday Conferencing.

The SoundStation2, Polycom's next generation conference phone, is redefining the standard for business quality voice conferencing. With industry-leading full duplex for natural, simultaneous two-way conversation, the SoundStation2 will exceed your expectations in medium to small conference rooms. Delivering remarkable voice quality equal to the SoundStation Premier® and a 50% increase in microphone sensitivity over the award-winning SoundStation, users can speak in a normal voice and be heard clearly up to ten feet away – making every call a more productive call. There are three SoundStation2 models: SoundStation2, nonexpandable, SoundStation2, non-expandable, with display, and SoundStation2, expandable, with display.

SoundStation2 provides users with advanced features, including a large backlit display that offers easily visible call information and telephone functions**. Smart technology, such as Dynamic Noise Reduction (DNR), provides maximum microphone sensitivity, while reducing distracting room and background noise. And the SoundStation2 offers 360-degree microphone coverage with intelligent mixing – so only the microphone closest to the speaker is on for crystal clear conferencing. It also features technology that resists interference from mobile phones and other wireless devices, delivering clear communications with no distractions. Add traditional telephone features like redial, mute, transfer, and hold and you have a conference phone that's also familiar and easy to use.

Improve the quality and increase the productivity of your next conference call with the Polycom SoundStation2. It's the conference phone you won't stop talking about!

Benefits

- More productive calls – Polycom's patented Acoustic Clarity Technology allows simultaneous, natural, freeflowing conversation
- Hear and be heard clearly – Twice the loudness and microphone sensitivity of the original SoundStation® – eliminates ear strain and repetition
- Resists interference from mobile phones – Clearer calls with no distracting noise from wireless devices
- Backlit display provides important information – Displays console phone number, number called, duration/progress of call and supports worldwide Caller ID**
- Ability to increase coverage – Optional extension microphones expand coverage for larger conference rooms
- Easy to use and install – Connects into any analog phone jack and can be connect to a PBX with an analog extension

** Not available on all models.

POLYCOM®

Polycom® SoundStation2® Features and Specifications

Architecture

- Tabletop console contains audio processing functions and keypad. Wall module contains power and telephone line interfaces.
- Cables consist of 21 ft (6.4 m) single-cord connection to tabletop console and 7 ft (2.1 m) connection to RJ-11 telephone jack. Optional Extended microphone modules connect to console via 8 ft (2.4 m) cables

Console

Size (L x W x H)
- 14.5 x 12.25 x 2.5 in
- (36.8 x 31.1 x 6.4 cm)

Weight
- 1.75 lb. (0.8 kg)

Power
110V 60Hz AC / 220V 50 Hz AC (depending on country-specific SKU)

Network interface
- Two-wire RJ-11 analog PBX or public switched telephone network interface

Display*
- 132x65 pixel backlit graphical LCD

User interface*
- User selectable ring tones
- Configurable softkeys for easy dialing of voice conferencing services
- Multi-lingual support: English, German, French, Italian, Spanish, Portuguese, Norwegian
- Password protected configuration settings for administrators

Caller ID and phone book*
- Support for multiple Caller ID standards**:
  - Bellcore Type 1 (requires a telephone company subscription for activation)
  - ETSI
  - DTMF
  - British Telecom
- Phone book/speed dial list – up to 25 entries*

Keypad
- 12-key telephone keypad
- On-hook/off-hook, conference, mute, volume up/down keys, menu, navigation keys*
- 3 context sensitive softkeys* including redial, hold, programmable conference key

Console loudspeaker
- Frequency response: 300 to 3300 Hz
- Volume: adjustable to 94 dBA SPL (peak) volume at 0.5 meters

Console microphones
- 3 cardioid microphones 300 to 3500 Hz

Audio
- Polycom Acoustic Clarity full duplex – IEEE 1329
- Type 1
- Up to 10 ft microphone pick-up range
- Gated microphones with intelligent microphone mixing
- Dynamic noise reduction

Interfaces
- 2 EX microphone connections*
- Applications Port* for connection to other communication devices such as mobile phones† and computers
- RCA Auxiliary audio jack

Accessories
- 2 cardioid extension microphones 300 – 3500 Hz (for EX model only)

Regulatory compliance
- NA CI/C-UL
- FCC Part 68
- FCC Part 15 Class B
- Canadian ICES-003
- CE Mark (R & TTE Directive)
- VCCI Class B (Japan)

Environmental requirements
- Operating temperature: 40° - 104°F (5° - 40°C)
- Relative humidity: 20% - 85% (noncondensing)
- Storage temperature: -22° - 131°F (-30° - 55°C)

Recommended room conditions
- Reverberation time: <0.5 seconds
- Noise level: <48 dBa.

SoundStation2 ships with:
- Tabletop phone console
- 21 ft (6.4 m) cord to console
- 7 ft (2.1 m) telco cable to RJ-11 telephone jack
- User documentation (user guide CD; quick installation guide, registration card)

Warranty
- 1 year

Part Numbers (North America)
- 2200-15100-001: SoundStation2, non expandable
- 2200-16000-001: SoundStation2, non-expandable, with display
- 2200-16200-001: SoundStation2, expandable, with display
- 2200-16155-001: Extension microphone kit

* Not available on all models

** Due to the diversity of Caller ID standards, some features may not be available in all areas. In addition, the quality of the telephone line connection may affect Caller ID functionality. Caller ID service may require a subscription from a service provider in your area.

† SoundStation2 uses a cable that connects to a standard 2.5mm headset connector. If your mobile phone model does not support this type of connection you will need an adapter (not included).

Connecting the SoundStation2 to a mobile phone is analogous to connecting a headset to a mobile phone. Not all mobile phone models recognize the SoundStation2 as a headset. For a list of mobile phones that are known to work with SoundStation2, please consult www.polycom.com.

	SoundStation2 non expandable	SoundStation2 non expandable w/ display	SoundStation2 expandable w/ display
Polycom Acoustic Clarity Full Duplex	■	■	■
3 Cardioid microphones	■	■	■
10ft Microphone Pickup range	■	■	■
Intelligent microphone mixing	■	■	■
Dynamic Noise Reduction	■	■	■
Volume (adjustable up to 94 dBA @ 0.5m)	■	■	■
User selectable ring tones		■	■
12-key telephone keypad	■	■	■
Mute, Volume up/down keys	■	■	■
Mute, Conference keys	■	■	■
Graphical Backlit LCD		■	■
Configurable conference Speed Dial Key		■	■
3 Context sensitive softkeys		■	■
Multi-lingual User Interface		■	■
Caller ID		■	■
25 Entry Phone Book		■	■
RCA Auxiliary Audio Jack	■	■	■
Applications Port		■	■
EX microphone jacks			■

Polycom Worldwide Headquarters
4750 Willow Road, Pleasanton, CA 94588
1.800.POLYCOM or +1.925.924.6000
www.polycom.com

POLYCOM

© 2009, Polycom, Inc. All rights reserved. POLYCOM®, the Polycom Triangle logo and the names and marks associated with Polycom's products are trademarks and/or service marks of Polycom, Inc. and are registered and/or common law marks in the United States and various other countries. All other trademarks are property of their respective owners. No portion hereof may be reproduced or transmitted in any form or by any means, for any purpose other than the recipient's personal use, without the express written permission of Polycom.

Part No. 6729-16760-001 Rev 082409

Logitech

Products > [illegible] > Logitech® Webcam Pro 9000

Logitech® Webcam Pro 9000

★★★★★ Rate or Review

Overview | Features | Image Gallery | **Specifications** | Reviews | Support

System Requirements

Windows® XP (SP2 or higher)

- 1 GHz (2.0 GHz recommended)
- 256 MB RAM (512 MB RAM recommended)

Windows Vista® or Windows® 7 (32-bit or 64-bit)

- 1 GHz (2.0 GHz recommended)
- 512 MB RAM or more
- 200 MB hard-drive space
- CD-ROM drive
- OS-compatible sound card, SPC speakers
- Hi-Speed Certified USB 2.0 recommended

For the best video calling experience, we suggest:

- Dual-core CPU with 1 GB RAM
- Broadband Internet with 256 kbps upload or higher

Part Number

- P/N 960-000677

Technical Specifications

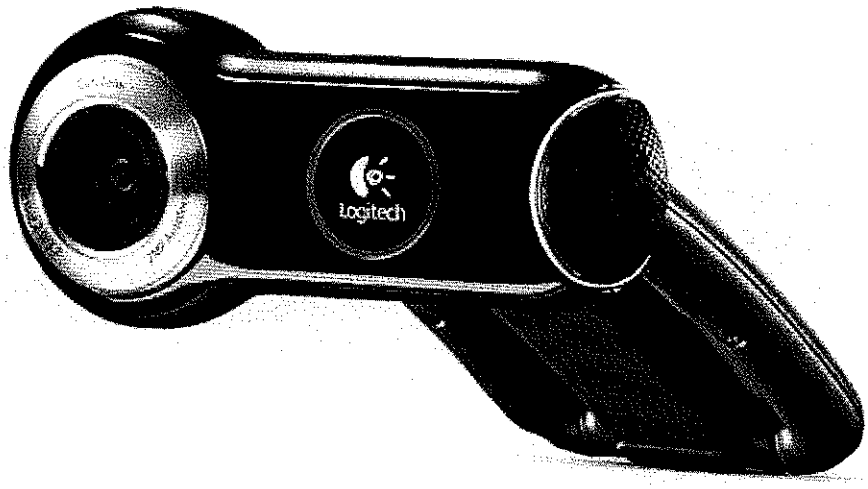
- Clear Zeiss® optics with autofocus
- Native 2-MP HD sensor
- High-definition video (up to 1600 X 1200)
- 720p widescreen mode with recommended system
- Up to 8-megapixel photos (enhanced from native 2 MP sensor)
- Microphone with Logitech® RightSound™ technology
- Up to 30-frames-per-second video
- Hi-Speed USB 2.0 certified
- Logitech® webcam software (including Logitech® Video Effects™, fun frames, avatars, video masks, and face accessories)
- Logitech Vid™
- Universal clip fits notebook LCD or CRT monitors

Warranty Information

- 2-year limited hardware warranty

Package Contents

- Webcam with 6-foot USB cable
- Logitech webcam software CD
- User documentation



Enhanced from native 2-MP sensor

Works with most instant messaging applications.