

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF GEORGIA
3 ATLANTA DIVISION
4
5

6 -----
7 BUILDINGREPORTS.COM, INC., a
8 Georgia corporation;
9 Plaintiff,

10 vs. Case No. 1:17-cv-03140-SCJ

11 HONEYWELL INTERNATIONAL, INC.,
12 a Delaware corporation,
13 Defendant,
14 -----

15 The Video Deposition of MARK T. LANTERMAN,
16 taken pursuant to Notice of Taking Deposition, taken
17 before Kelly L. Hemsath, RPR, a Notary Public in and
18 for the County of Hennepin, State of Minnesota, taken
19 on the 6th day of June, 2019, at 90 South Seventh
20 Street, Minneapolis, Minnesota, commencing at
21 approximately 9:14 a.m.
22
23
24
25

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A P P E A R A N C E S

APPEARING FOR AND ON BEHALF OF THE PLAINTIFF:

STEVEN G. HILL, ESQUIRE
HILL, KERTSCHER & WHARTON, LLP
3350 Riverwood Parkway SE
Suite 800
Atlanta, Georgia 30339
(770)953-0995
E-mail: sgh@hkw-law.com

APPEARING FOR AND ON BEHALF OF THE DEFENDANT:

MARTIN S. CHESTER, ESQUIRE
FAEGRE, BAKER, DANIELS
90 South Seventh Street
Suite 2200
Minneapolis, Minnesota 55402
(612)766-7232
E-mail: martin.chester@faegrebd.com

ALSO PRESENT:

Adam Wallin, videographer

*The Original is in the possession of
Attorney Steven Hill.*

* * *

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

WITNESS: MARK T. LANDERMAN

Page

Examination by Mr. Hill 5

EXHIBITS:

Deposition Exhibit 1 marked. 25
Deposition Exhibit 2 marked. 48
Deposition Exhibit 3 marked. 109
Deposition Exhibit 4 marked. 113
Deposition Exhibit 5 marked. 115
Deposition Exhibit 6 marked. 135
Deposition Exhibit 7 marked. 150
Deposition Exhibit 8 marked. 171

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

Page 4

1 VIDEOGRAPHER: This is the
2 beginning of media number 1 in the
3 deposition of Mark T. Lanterman, in the
4 matter of Buildingreports.com, Incorporated,
5 versus Honeywell International,
6 Incorporated, Case Number 1:17-cv-03140-SCJ.
7 Today's date is June 6, 2019. The time on
8 the video monitor is 9:14 a.m.

9 My name is Adam Wallin. I'm the
10 videographer. The Court Reporter is Kelly
11 Hemsath. We are here with Huseby Global
12 Litigation.

13 Will counsel please identify
14 themselves for the record.

15 MR. HILL: For the Plaintiff, Steve
16 Hill.

17 MR. CHESTER: Marty Chester,
18 Faegre, Baker, Daniels for the witness and
19 for the Defendant.

20 THE VIDEOGRAPHER: Will the Court
21 Reporter please swear in the witness.

22

23 MARK LANTERMAN,
24 the witness in the above-entitled
25 matter, after having been first duly

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

1 sworn, deposes and says as follows:

2

3

EXAMINATION

4 BY MR. HILL:

5 Q. Good morning.

6 A. Good morning.

7 Q. Will you state your full name for the
8 record, please.

9 A. Mark Lanterman.

10 Q. And where do you reside? Just the city is
11 fine.

12 A. Sure. Medina, M-E-D-I-N-A, Minnesota.

13 Q. Is that suburban Minneapolis/St. Paul area?

14 A. It's a western suburb of Minneapolis.

15 Q. Okay. And where are you employed?

16 A. Computer Forensic Services.

17 Q. And is that also in the Minneapolis/St. Paul
18 area?

19 A. Yes. It's located in Minnetonka, which is a
20 western suburb.

21 Q. How long have you worked for Computer
22 Forensic Services?

23 A. Full-time since 2003.

24 Q. Okay. Are you one of the founders?

25 A. Yes.

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

Page 6

1 Q. Okay. And do you have an ownership interest
2 in the company?

3 A. Yes.

4 Q. Okay. What is your ownership interest in
5 the company?

6 A. 85 percent.

7 Q. Okay. How many employees does the company
8 have today, including principals?

9 A. I think it's 13.

10 Q. Okay. And how many offices?

11 A. Five.

12 Q. Okay. Before 2003, when you started the
13 company, what were you doing?

14 A. I was a member of the U.S. Secret Service
15 Electronic Crimes Task Force, so I was a
16 sworn law enforcement officer.

17 Q. Okay. How long were you -- were you a sworn
18 Secret Service officer?

19 A. I was a member of the task force. I worked
20 with Secret Service from -- I believe it was
21 1998 until 2003.

22 Q. Okay. What did you do before that?

23 A. I was a police detective with the City of
24 Hopkins here in Minnesota, and that is a
25 western suburb.

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

Page 7

1 Q. Okay. What years?

2 A. From -- let's see. I want to say '95 until
3 2003. So there's overlapping. I can
4 explain if you'd like.

5 Q. Yeah, go ahead.

6 A. So I was a police detective with the City of
7 Hopkins, but the Secret Service requested
8 that I be assigned to their office, so the
9 Secret Service, I was sworn in, but the
10 Secret Service reimbursed the City of
11 Hopkins for my salary. So my paychecks came
12 from the City of Hopkins, but I actually
13 worked for the Secret Service. So I don't
14 know if you'd call it dual employment.

15 Q. Twin tracks?

16 A. Twin tracks, yeah.

17 So I know it's unusual, but that's
18 how it worked.

19 Q. Okay. So you started your career as a
20 police officer with -- was it, Hopkins?

21 A. Yeah, no. Before that I was a police
22 officer in Philadelphia, for a suburban
23 Philadelphia police department.

24 Q. Years?

25 A. 1992 until 1995, when I moved here.

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

Page 8

1 Q. And before you were a police officer in
2 Philadelphia, what did you do?
3 A. I made computers. I was self-employed.
4 Q. Okay. How long were you self-employed for?
5 A. Two or three years, I think.
6 Q. Okay. Did you have full-time employed
7 before that period of time?
8 A. No.
9 Q. Okay. So does that take us back to '89 or
10 '90? Is that approximately when you began
11 self-employment?
12 A. Yes. I think it was '89.
13 Q. Okay. And you said you worked on
14 computers --
15 A. Yes.
16 Q. -- in the time?
17 A. Yes.
18 Q. Tell me what you did, in general, during the
19 time that you were self-employed.
20 A. Yeah. So basically in the town where I
21 lived, if local businesses needed IT
22 assistance, I assisted them.
23 Q. Okay. What kind of IT assistance would you
24 provide in that time frame?
25 A. Installing operating systems, installing

1 applications. I don't like the term help
2 desk, but think of it as like a Geek
3 Squad-type services.

4 Q. Right. So were you kind of like the IT
5 professional for hire? Small and mid-size
6 companies don't necessarily want to pay a
7 full-time person in that role, but they can
8 bring you in periodically and you would help
9 them?

10 A. You're exactly right.

11 It's like if the neighborhood
12 dentist needed help, because people were not
13 as familiar with computers then as they are
14 now, so if the local bakery or the local
15 restaurant, or things like that, I would
16 assist and charge by the hour.

17 Q. Okay. In that time period of approximately
18 1989 to 1992, were you doing any consulting
19 relating to litigation?

20 A. No.

21 Q. Okay. When did you start -- when did you
22 first start doing any services that
23 pertained to litigation, either as a
24 consultant or expert for the parties or
25 assisting the court itself?

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

Page 10

1 A. Sure. So in 1989 I incorporated, while I
2 was still employed in law enforcement, and
3 my agreement with the --

4 Q. You said 1989, and I just want to make sure
5 that that's really the year that you mean,
6 because --

7 A. No, that's not correct. I think it was
8 1998. Sorry. I flipped them.

9 Q. It happens to everybody sooner or later.

10 A. It happens to me. I'm getting old.

11 Q. You're preaching to the choir.

12 A. In 1998 I incorporated, and I was thinking
13 about going private sector, so shortly after
14 incorporating in 1998 what I would do is I
15 was getting speaking invitations, so the
16 Secret Service would have me go and present
17 to conferences with the government,
18 I'm-here-to-help kind of talks, and I
19 started getting phone calls from bank
20 security managers stating, We have an
21 internal investigation, can we hire you
22 privately? And usually that wasn't allowed,
23 but eventually my supervisors allowed it as
24 long as they did a conflict check or an
25 ethics review.

1 So it would have been probably in
2 1999 or 2000 when I started consulting with
3 corporations and law firms.

4 Q. Okay. So about 20 years ago?

5 A. Yeah. Time flies.

6 Q. And when is the first time that you can
7 recall serving as an expert witness in a
8 contested matter in court?

9 A. I think that would have been -- I don't
10 remember the year, but I remember the law
11 firm and I remember the defendant, but I
12 don't remember when that was, but that was
13 my first litigation that I recall.

14 Q. Okay. Tell me what you recall, and also
15 tell me whether it was before or after you
16 created Computer Forensic Services.

17 A. Well, it would have been after I
18 incorporated.

19 It was a case -- I was retained by
20 the Nichols Kaster firm here in Minneapolis,
21 and it was a class action suit, and it was
22 against an organization called Consec
23 Finance. So I believe that was my first
24 litigation.

25 Q. What was the case about?

1 A. It was an allegation of unpaid overtime.

2 So it was a class action suit
3 brought against Conseco. I think it's
4 called an ARISA.

5 Q. Okay. What was your role? Why did they
6 need you as an expert in a case involving
7 employment benefits?

8 MR. CHESTER: Object to the form.

9 A. I was needed to collect e-mail
10 communications from within Conseco, and then
11 I did the e-mail searching, and then I
12 produced the responsive documents.

13 BY MR. HILL:

14 Q. And were you -- you were actually retained
15 by the counsel for the plaintiff class in
16 that case; is that correct?

17 A. Yes.

18 Q. Okay. Do you recall what you charged as an
19 hourly rate when you got into this line of
20 work?

21 A. Yes.

22 Q. What was it?

23 A. 275 an hour. \$275 an hour.

24 Q. Across-the-board, regardless of the type of
25 work or when it was performed?

1 A. Yes.

2 Q. Did you prepare an expert report in that
3 case?

4 A. I don't recall.

5 Q. Was that case pending in Federal Court or
6 State Court, if you know?

7 A. I would think, because of the diversity of
8 the plaintiffs, I believe it was Federal
9 Court, and it likely would have been venued
10 here in Minnesota. I'm just not sure. It
11 was so long ago.

12 Q. Right. Can you estimate how many expert
13 reports you have authored during the last
14 20 years when you've been doing this kind of
15 work?

16 A. I would estimate -- written reports?

17 Q. Yes.

18 A. Maybe 2,000.

19 Q. And do you have an understanding of what the
20 requirements of an expert report include?

21 MR. CHESTER: Object to the form.

22 A. Yes.

23 BY MR. HILL:

24 Q. Tell me what your understanding is of what
25 is required of an expert in creating an

1 expert report.

2 MR. CHESTER: Object to the form.

3 A. In what jurisdiction? State or Federal?

4 BY MR. HILL:

5 Q. Federal.

6 A. I need to state qualifications, rate of
7 compensation, and I believe I have to
8 identify articles for the past ten years
9 relevant to the topic, and a list of
10 in-person testimony, so not including
11 affidavits, but testimony involving
12 deposition and court testimony for the past
13 four years.

14 Q. Okay. Is the report, to the best of your
15 knowledge, supposed to include any opinions
16 that you intend to testify about at trial?

17 MR. CHESTER: Object to the form,
18 calls for a legal conclusion.

19 A. Yes.

20 BY MR. HILL:

21 Q. Okay. Is it supposed to include the reasons
22 you have for holding the opinions that you
23 intend to testify about at trial?

24 MR. CHESTER: Object to the form.

25 A. Yes.

1 BY MR. HILL:

2 Q. And was that your understanding as to both
3 opinions and reasons for opinions that you
4 had at the time that you wrote the report
5 that you wrote in this case?

6 A. Yes.

7 Q. And did you do that in this case?

8 A. Yes.

9 Q. So your report contains the opinions that
10 you hold relating to this case that you're
11 prepared to testify to at trial and the
12 reasons therefore, correct?

13 A. Yes.

14 Q. Okay. And other than counsel for Honeywell,
15 who I presume you've spoken with about the
16 case, is there anyone else that you spoke to
17 about any aspect of this case prior to the
18 time that you signed your name to the expert
19 report that you authored in this case?

20 A. Yes.

21 Q. Okay. Who did you speak to?

22 A. I spoke to our company's director, because
23 we needed an engagement agreement put in
24 place, and I had him also proofread my
25 report for grammatical errors.

1 Q. And who is that?

2 A. His name is Kyle, K-Y-L-E, Loven, L-O-V-E-N.

3 Q. And did you speak to anyone else about the
4 case other than Mr. Loven and Honeywell's
5 attorneys?

6 A. I told members of my office that I would be
7 here today for a deposition about this case.

8 Q. Did you speak to any potential witnesses in
9 this case?

10 A. Oh, yes, I did.

11 Q. Okay.

12 A. Thank you.

13 Q. What potential witnesses did you speak to?

14 A. I spoke to Mr. Grant Pederson, and I spoke
15 to two individuals from Linode.

16 Q. Do you know their names?

17 A. It's in my report. I don't recall the names
18 of the individuals from Linode, but it is my
19 report.

20 Q. Any other potential witnesses that you spoke
21 to?

22 A. Not that I recall.

23 Q. Do you recall the number of times that you
24 spoke with the Linode representatives?

25 A. Once.

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

Page 17

1 Q. Okay. And how long was that call?
2 A. I believe it was 45 minutes to an hour.
3 Q. Okay. Did you take notes of the
4 conversation?
5 A. Yes.
6 Q. Okay. And where are those notes kept?
7 A. Right now?
8 Q. Correct.
9 A. They're with my lawyer.
10 Q. Okay. Is Mr. Chester your lawyer?
11 A. No.
12 Q. Who is your lawyer?
13 A. Chris Madel. M-A-D-E-L.
14 Q. Okay. Are they in hard copy or are they in
15 electronic form?
16 A. Both.
17 Q. Okay. So Mr. Madel has your notes of that
18 conversation?
19 A. Yes.
20 Q. Okay. And why did you want to speak with
21 the Linode representatives?
22 A. I had questions about the configurations and
23 about the services offered by Linode to
24 Building Reports.
25 Q. Okay. How many times did you speak with

1 Mr. Pederson?

2 A. Once.

3 Q. Okay. And how long was that call?

4 A. That was a shorter call. I believe it was

5 maybe half an hour.

6 Q. Okay. And did you take notes of that call?

7 A. Yes.

8 Q. And where are those notes kept?

9 A. With Mr. Madel. My -- just to cover it. My

10 case file is with my attorney, Mr. Madel.

11 Q. Okay. Now, does Mr. Madel work for Computer

12 Forensic Services?

13 A. He's our attorney. He's not an employee.

14 Q. Okay. That's kind of what I'm asking. Does

15 he have a private practice?

16 A. Yes, yes. He's with the Madel, PA firm,

17 located downtown here.

18 Q. Okay. When you work on litigation matters,

19 is it your normal practice to keep your

20 files with your attorney?

21 A. Yes and no.

22 Q. Okay.

23 A. If I anticipate a deposition or a Subpoena,

24 I give Mr. Madel my file so that we have an

25 opportunity to review the Subpoena before

1 producing our documents.

2 I want Mr. Madel's opinion on the
3 production and the -- I want to make sure
4 that I'm being properly subpoenaed.

5 Q. Okay. When did you hand over these -- the
6 notes of the Linode conversation to
7 Mr. Madel?

8 A. Yesterday.

9 Q. Okay. When did you hand over the notes from
10 the Pederson conversation to Mr. Madel?

11 A. Yesterday. My entire case file yesterday.

12 Q. Okay. Was there something specific -- I
13 don't want to know about communications
14 you've had with Honeywell attorneys at this
15 point. If I want to know that, I'll ask
16 very specifically for that, okay, but
17 setting that aside, is there anything, other
18 than potential communications with Honeywell
19 counsel, that prompted you to hand over your
20 case file to Mr. Madel yesterday?

21 MR. CHESTER: Object to the form.

22 A. Yes.

23 BY MR. HILL:

24 Q. Okay. What prompted you, other than
25 possible communications with others?

1 A. Two things: First, it is our practice to do
2 it, so I would have done it anyway, but I
3 was told that a process server was
4 attempting to serve me a Subpoena, and that
5 he was getting pretty aggressive with my
6 employees, I was not in the office, and I
7 didn't like that, so I wanted to involve
8 Mr. Madel, and I sent him my file yesterday.

9 Q. Okay.

10 A. And that's no reflection on you, I
11 understand that.

12 Q. Okay. Thank you.

13 Was that the first time that you
14 had been advised that there was someone
15 attempting to serve a Subpoena on you?

16 MR. CHESTER: In this case?

17 MR. HILL: In this case. Thank
18 you. Good point.

19 A. Yes and no.

20 That was the first time that I was
21 advised that someone was attempting to serve
22 me the Subpoena, but Mr. Konke had told
23 me --

24 MR. CHESTER: Don't disclose
25 communications with Mr. Konke or

1 communications with counsel from Honeywell.

2 BY MR. HILL:

3 Q. Okay. All right. I think I get the
4 picture.

5 Other than the Linode
6 representatives and Mr. Pederson, are there
7 any other witnesses that you've spoken to
8 relating to this case?

9 A. I don't believe so.

10 Q. Okay. And why did you want to speak with
11 Mr. Pederson?

12 A. There were a few things. I wanted to get a
13 better understanding of his application. I
14 wanted to ask him directly what he did. I
15 wanted to ask him about some of the text
16 messages that I had read. I wanted to get a
17 better understanding of how his application
18 worked and what he thought it would do.

19 I just wanted to hear it from him
20 instead of just reading it from his
21 deposition transcript.

22 Q. Okay. Now, when were you retained by
23 Honeywell in connection with this case --
24 let me go back once.

25 Were you retained by Honeywell in

1 this case or were you retained by
2 Honeywell's counsel in this case?

3 A. I was retained by Honeywell's counsel in
4 this case.

5 Q. Okay. And when did that happen?

6 A. Last year sometime.

7 Q. And I believe you referenced earlier that
8 there's an engagement agreement?

9 A. Yes.

10 Q. Okay. And is that in the file materials
11 that you handed over to Mr. Madel?

12 A. Yes.

13 Q. Do you prepare regular statements
14 summarizing your work and billing for your
15 time since you've been retained under that
16 engagement?

17 A. I don't do that. Someone else in my office
18 does that.

19 Q. That's kind of what I meant.

20 So you have someone who handles
21 regularly sending out invoices and summaries
22 of the work that you've performed?

23 A. Yes.

24 Q. Okay. And those are sent from your office
25 to presumably Honeywell counsel in this

1 case?

2 A. Yes.

3 Q. And do those bills go out monthly,
4 approximately?

5 A. I think so.

6 Q. Okay. And who is the person in your office
7 that handles sending out these statements to
8 Honeywell counsel?

9 A. There are two people, one whose name is
10 David Streeter, and the second is Joseph
11 Lanterman.

12 Q. That sounds like a relative.

13 A. He's my CPA, son.

14 Q. Got it.

15 And are they both employed by
16 Computer Forensic Services?

17 A. Yes.

18 Q. And so they both work for you, essentially?

19 A. Yes.

20 Q. Going back to an earlier question I asked,
21 I'd forgotten your answer, so I apologize
22 for asking you to say it again, but
23 approximately when was your firm engaged in
24 this case by Honeywell counsel?

25 A. It would have been sometime last year.

1 Q. Do you recall whether it was in the latter
2 six months of last year or whether it was
3 earlier than that?

4 A. I believe it was in the second half of last
5 year.

6 Q. Okay. In any event, the date of that
7 retention should be reflected on the date of
8 the engagement letter, correct?

9 A. Yes.

10 Q. At some point, in connection with your work
11 in this case, were you provided with a copy
12 of a report by Dr. Simpson Garfinkel?

13 A. Yes.

14 Q. Okay. And were you provided with a copy of
15 that report before or after you created your
16 own expert report in this case?

17 A. Before.

18 Q. So as of the time that you signed your name
19 to the report that you did in this case, you
20 had an opportunity to read Dr. Garfinkel's
21 report in full?

22 A. Yes.

23 Q. Okay.

24 MR. HILL: Let's mark this as
25 Exhibit 1, please.

1 (At this time LANTERMAN Deposition
2 Exhibit 1 was marked for identification
3 by the Court Reporter.)

4 BY MR. HILL:

5 Q. Mr. Lanterman, the Court Reporter has --
6 first of all, should I be calling you
7 Dr. Lanterman or are you Mr. --

8 A. No, Mark is fine.

9 Q. Okay. Well, so our judges in the Northern
10 District prefer that we not use witness's
11 first names on the record when we're
12 questioning, so I'll call you Mr. Lanterman.

13 A. Mister is fine then.

14 Q. Okay. The Court Reporter has handed you
15 Exhibit 1. I assume you've seen this
16 before.

17 If you have, please identify it for
18 the record.

19 A. I believe this is from our company's web
20 page, and it is my bio page.

21 Q. So Computer Forensic Services has a website,
22 correct?

23 A. Yes.

24 Q. And the https address shown on the very
25 bottom of Exhibit 1 is

1 www.compforensics.com.

2 Is that the address that you know
3 to be the address of your firm website?

4 A. Yes.

5 Q. And I assume you recognize the picture of
6 that good-looking gentleman on Exhibit 1?

7 A. Well, I have a face for radio, but thank
8 you, I appreciate the compliment.

9 Q. So, first of all, would you just review the
10 contents of the description of your bio
11 here, and let me know if there's anything
12 here that is not accurate.

13 A. It's accurate.

14 Q. Okay. Thank you.

15 Did you prepare the bio or does
16 somebody in your firm prepare these kinds of
17 things for you?

18 A. Somebody else prepared it, but I'm certain I
19 would have reviewed it before it was posted.
20 I just don't recall.

21 Q. The first thing that it says is you're the
22 chief technology officer of Computer
23 Forensic Services, correct?

24 A. Yes.

25 Q. So what are your responsibilities at

1 Computer Forensic Services as the chief
2 technology officer?

3 A. Well, I make sure that our company is using
4 the most current available protocols and
5 applications in our work. I deal more on
6 the technical side when working with our
7 clients.

8 I'm also the CEO, but I thought
9 that that was a little snooty, so I don't
10 like the title CEO, so I go by CTO, but
11 ultimately I am responsible.

12 Q. Okay. Does your office have -- in addition
13 to a website, do you have some type of
14 shared network where your office maintains
15 its data in electronic form, or some of its
16 data in electronic form?

17 A. Yes, but we haven't transferred data there
18 yet.

19 So we have an off-site facility,
20 but that is a recent development.

21 Q. When you say you have an off-site facility,
22 what's the nature of the facility?

23 A. Off-site data storage.

24 We store encrypted copies of our
25 data off-site in case something happens to

1 our building. If it falls down, we can
2 always service our clients.

3 Q. I see. The off-site data storage, is it
4 like a server warehouse, like a data -- true
5 data facility?

6 A. Yes.

7 Q. Okay. Do you know whether it's Cloud-based?

8 A. We don't use it that way. We have to
9 physically go there.

10 So we air gap our systems, which
11 means we don't connect them to networks, so
12 the off-site facility is in Eagan, which is
13 by the airport. So whenever we have case
14 data, someone from my office, and, again,
15 this is a recent thing, but someone will be
16 driving from our office to the off-site
17 databank and transferring the data.

18 Q. The data that's transferred, is it
19 essentially a backup copy of primary data
20 that's being used at the Computer Forensic
21 Services office?

22 A. Yes.

23 Q. Okay. So then there's also a network of
24 computers, I take it, that are used inside
25 the Computer Forensic Services office?

1 A. We don't network.

2 We have a shared computer for
3 e-mail, but otherwise we use stand-alone
4 systems, and every case gets a fresh install
5 of our operating systems.

6 So we try to keep things as sterile
7 as we can.

8 Q. So data is very segregated because of that
9 practice, I take it?

10 A. Yes.

11 MR. CHESTER: Object to the form.

12 BY MR. HILL:

13 Q. You understood what I mean by segregated?

14 You keep data on one project on its
15 own operating system, separate and apart
16 from whatever other projects your company
17 may have?

18 A. Yes. We believe in the Chinese Wall
19 approach as well, so only employees assigned
20 to a certain case will be granted access to
21 that data.

22 We do that because we are a
23 contracted partner with the U.S. Secret
24 Service, we provide support to them, and we
25 are also retained as the digital crime lab

1 for the Hennepin County Sheriff's office,
2 which includes, Minneapolis.

3 So, yes, we segregate, and we're
4 very mindful of that.

5 Q. Does Computer Forensic Services utilize any
6 relational database technology?

7 A. Yes.

8 Q. What relational database technology is used?

9 A. We have an in-house developed database for
10 tracking our evidence, our in-take and our
11 evidence return.

12 Q. Okay. Like a check-in/check-out type?

13 A. Exactly.

14 Q. Okay. What's the relational database
15 technology that you use for that?

16 A. I don't handle that. That's someone else
17 that has implemented that. I believe it's
18 an SQL back-end database.

19 Q. Okay. How is that database accessed by
20 Computer Forensic Services employees when
21 they want to check something in or check it
22 out?

23 A. It's a stand-alone computer at our front
24 desk.

25 Q. Okay. Is it remotely accessible?

1 A. No.

2 Q. Okay. When did Computer Forensic Services
3 begin using SQL or any other relational
4 database technology?

5 A. It would have been years ago. I don't
6 recall when, but it would have been toward
7 the beginning of the start of our company.

8 Q. Okay. And when your company originally
9 began working with this relational database
10 technology, did you play any role in the
11 implementation of it?

12 MR. CHESTER: Object to the form.

13 A. I gave my employees discretion, and then
14 before implementing, I had final approval.
15 So I wanted to interact with it myself to
16 make sure that it met my standards.

17 So I didn't implement it, but I was
18 responsible for it and I approved it.

19 BY MR. HILL:

20 Q. Okay. And that would have been 2003? 2005?

21 A. I would say 2003.

22 Q. Okay. What about the creation of the
23 website, how long has Computer Forensic
24 Services maintained a website?

25 A. It would have been toward the beginning of

1 the company. So I believe maybe 1998, 1999.

2 I don't specifically recall.

3 Q. Okay. Approximately 20 years?

4 A. Yes.

5 Q. What role did you play, if any, in the
6 development of your company's website?

7 A. Initially I did it. Over time I stepped
8 back from that, and I delegated that to
9 other people.

10 Q. Okay. Do you periodically review any aspect
11 of the website either for quality control or
12 security reasons?

13 MR. CHESTER: Object to the form.

14 A. I've looked at it periodically. I know that
15 we are -- we have currently engaged a web
16 designer, so we will be updating the website
17 soon, but, again, someone else is handling
18 that project.

19 BY MR. HILL:

20 Q. Okay. Other than the website, are there any
21 computers or computer systems in use by
22 Computer Forensic Services that utilize some
23 type of gateway to the internet?

24 MR. CHESTER: Object to the form.

25 A. Yes.

1 BY MR. HILL:

2 Q. Okay. What computers or computer systems of
3 Computer Forensic Services utilize a gateway
4 to the internet?

5 A. We have a stand-alone e-mail computer. So
6 if employees need to communicate with a
7 client, they use that computer.

8 Q. Where is that computer maintained in your
9 office?

10 A. That computer is at our front desk.

11 Q. Is it the same computer that has the
12 relational database technology for checking
13 in and checking out evidence?

14 A. No. That's a -- that's not connected to any
15 network, the database computer.

16 Q. That's right.

17 So the computer for e-mail is only
18 used for e-mail?

19 A. Yes.

20 Q. Okay. And every employee of Computer
21 Forensic Services, if they want to send or
22 read their e-mail, they have to use that
23 stand-alone computer; is that correct?

24 A. Yes. But we do allow our employees to send
25 and receive e-mails from their cell phones.

1 Q. Okay. Now, does it work the same way in the
2 other offices of Computer Forensic Services?
3 And by that I mean, do you have a
4 stand-alone computer for e-mail, a
5 stand-alone computer for checking
6 in/checking out evidence?

7 A. Evidence is only checked in and checked out
8 in Minneapolis. Our other offices are more
9 sales offices, so there's no evidence
10 processing or analysis that's done at those
11 offices. It's more business development.

12 Q. Okay. Do the other offices have multiple
13 employees?

14 A. The Minneapolis employees, we fly to those
15 offices.

16 So we don't have -- for example,
17 our Jacksonville office, we don't have
18 someone in that office, we go there maybe
19 once every two months, or whenever we have a
20 case there, we travel to the remote offices.

21 Q. Do you have any full-time employees that
22 reside in any of your remote offices?

23 A. We have one full-time remote employee, but
24 that office, that physical office, has not
25 yet been rented.

1 Q. Okay. Who is the full-time employee?

2 A. His name is Derrick Day. He's a former
3 Secret Service officer, and he resides in
4 Sioux Falls.

5 Q. Okay. And is there a Sioux Falls office for
6 Computer --

7 A. I'm sorry. We are in the process of opening
8 that office.

9 Q. During the existence of Computer Forensic
10 Services, has there been the need to install
11 any firewall technology?

12 MR. CHESTER: Object to the form.

13 A. Yes.

14 BY MR. HILL:

15 Q. What is a firewall?

16 A. A firewall acts as a gateway between your
17 inside systems with the real world, with the
18 internet.

19 Q. What is your understanding of the purpose
20 for which firewalls were created?

21 A. Firewalls -- well, you'd have to ask the
22 designer, but --

23 Q. Let me rephrase.

24 What is your understanding of the
25 advantages of using firewall technology?

1 A. The advantages of firewall technology is to
2 help control and monitor inbound and
3 outbound traffic between you and your
4 computers and the outside world.

5 Q. And when did Computer Forensic Services
6 first make use of any firewall technology,
7 to the best of your knowledge?

8 A. That would have been when we first started.
9 So I would say probably 1998 or '99. In and
10 around there.

11 Q. How did your company use firewall technology
12 at that time?

13 A. At that time we used a firewall between our
14 e-mail stand-alone computer and the
15 internet.

16 Q. Does that firewall -- is firewall technology
17 still in use for that stand-alone e-mail
18 computer?

19 A. Yes. But it's a newer one than what we had
20 20 years ago, but, yes, the idea remained
21 the same, it's just we've updated the
22 hardware since then.

23 Q. Okay. Are you familiar with the term best
24 practices in your industry?

25 A. Yes.

1 MR. CHESTER: Object to the form.

2 BY MR. HILL:

3 Q. Well, are you familiar with the term best
4 practices?

5 A. Yes.

6 Q. Okay. How is it that you became familiar
7 with the term best practices?

8 A. Through my training by -- it was then the
9 Department of Treasury, but they have since
10 become the Department of Homeland Security,
11 and through my work with attorneys.

12 Q. How has your work with attorneys influenced
13 your understanding of best practices?

14 A. Well, I've applied the practices that I was
15 taught by DHS in my private practice in
16 working with attorneys.

17 So I always try to understand what
18 the case requires, and then I make sure I
19 follow forensic best practices to give the
20 client what they need in their case.

21 Q. I see. What -- when you use the term
22 forensics, what does that mean?

23 A. To me that indicates providing testimony.

24 Forensics is analyzing or reviewing
25 evidence, and then giving testimony to that.

1 Q. Okay. I want to go back to the firewall
2 technology issue.

3 Do you consider the use of firewall
4 technology to be a best practice on the
5 internet?

6 MR. CHESTER: Object to the form.

7 BY MR. HILL:

8 Q. Rephrase.

9 For companies that are going to
10 have a computer, that is, in fact, using the
11 internet as a medium of communication, do
12 you consider firewall technology to be a
13 best practice?

14 MR. CHESTER: Object to the form.

15 A. I think it's advisable. I know that there
16 are a number of corporations out there
17 offering similar solutions or alternative
18 solutions, but I don't think you can have
19 enough security, so I would say that it
20 would be advisable.

21 BY MR. HILL:

22 Q. Okay.

23 A. But to clarify, every organization is
24 unique. I don't think there's any one right
25 way to approach your policies or how you're

1 going to connect to the internet, but the
2 use of a firewall is advisable.

3 Q. Okay. Now, you mentioned that there are
4 companies that are offering alternatives to
5 firewall technology, did I hear that
6 correctly?

7 A. Yes.

8 Q. Okay. What are alternatives to firewall
9 technology that you're thinking of?

10 A. Well, I'm thinking of Palo Alto. I'm
11 thinking of Fire Eye. I'm thinking of Proof
12 Point.

13 So these can either -- they do
14 things a little bit differently than a
15 firewall, or they can also supplement a
16 firewall, kind of like belt and suspenders.
17 At least that's how those organizations
18 advertise themselves.

19 Q. Okay. So Palo Alto -- you're talking about
20 Palo Alto Networks, is that the company --

21 A. Yes.

22 Q. What is their -- what is your understanding
23 of the technology that they have that is in
24 this space?

25 A. Yeah, so they offer, and I believe it's a

1 drop-in appliance that you pay for, that
2 essentially works like a middleman.

3 So it analyzes the traffic coming
4 in and alerts you to any, I hate the word
5 nefarious, but it alerts you to any
6 anomalies to either inbound or outbound
7 traffic and it acts as a sandbox, so if
8 malicious software is about to be introduced
9 to your environment, it's in the sandbox, so
10 you can see it and you can get to know it
11 and figure out is this okay or not, without
12 bringing it inside of your house.

13 Q. I see.

14 How long has -- does this product
15 have a name, the drop-in appliance?

16 MR. CHESTER: Object to the form.

17 A. You know, marketing people change names so
18 often, so I don't know what the name is.

19 BY MR. HILL:

20 Q. When did you first become aware of it?

21 A. Several years ago.

22 Q. Several meaning three? Several meaning ten?

23 A. I would say four to six years ago.

24 Q. What's Fire Eye?

25 A. Fire Eye is a security company.

1 Q. Okay. And what is the product or service
2 that they have that's in this space?

3 A. They too offer hardware that you put on your
4 network and it monitors your traffic for
5 anomalies and malicious software.

6 I view them as a competitor to Palo
7 Alto Networks.

8 Q. Okay. And when did you learn of Fire Eye,
9 of the specific product you're mentioning
10 now?

11 A. I don't recall the date, but it was the date
12 that Fire Eye acquired Kevin Mandia's
13 company, Mandiant. So whenever that was,
14 that's when I first learned of Fire Eye.

15 Q. The acquiring of Mandiant?

16 A. Yes. M-A-N-D-I-A-N-T.

17 Q. Can you estimate? Three years? Ten years?
18 More than ten years?

19 A. Maybe seven years, but I'm just guessing. I
20 would want to do some research into when
21 that acquisition occurred.

22 Q. You're confident it was more than three
23 years ago?

24 A. Yes, certainly more than three years ago.

25 Q. Okay. And what does Proof Point offer in

1 this space?

2 A. So Proof Point is a little bit different.
3 They still have the idea of a sandbox, like
4 acting as a middleman between you and
5 threats, but Proof Point tends to focus on
6 e-mail.

7 Proof Point believes that the
8 majority of cyber attacks are committed via
9 e-mail, phishing attacks, malicious
10 payloads.

11 So I think of Proof Point as like
12 the metal detector at the airport. They
13 don't let anyone in if they are malicious or
14 weaponized.

15 Q. You just used the word weaponized, and I'm
16 interested in what you mean by that.

17 A. What I mean by that is if I wanted to attack
18 you, and if I decided to do that via e-mail,
19 I'm going to try to either send you a link
20 and trick you into clicking on it to
21 download malicious software, or I'm simply
22 going to send you a Word document with a
23 carefully crafted macro that downloads
24 malicious software as soon as you open up
25 the Word document.

1 So by weaponized, I mean software
2 that I'm going to use to hurt you.

3 Q. Got it.

4 A. Malware, viruses.

5 Q. Understood. And when did you become
6 familiar with Proof Point for the first
7 time, with this focus on e-mail?

8 A. Probably six or seven years ago.

9 Q. Do you maintain, at Computer Forensic
10 Services, any marketing literature or
11 technical guides or manuals on any of the
12 Palo Alto, Fire Eye, or Proof Point
13 Solutions?

14 A. No.

15 Q. Okay. Have you made it a point at any point
16 in time to study any materials specifically
17 on Palo Alto, Fire Eye, or Proof Point
18 Solutions?

19 A. Yes.

20 Q. Okay. When did you first do that?

21 A. That would have been maybe three or four
22 years ago and I wanted to learn more about
23 Proof Point.

24 Q. Okay. Why did you want to learn more about
25 Proof Point?

1 A. I am involved in a number of data breach
2 cases every year, and as part of my
3 analysis, I try to figure out: How did this
4 happen? And why didn't the client's
5 defenses prevent this from happening? Why
6 didn't the anti-virus software catch this
7 malicious software?

8 And I had a case in which a client,
9 a large insurance company, thought they had
10 been breached, but they believed that their
11 Proof Point Solution had prevented the
12 malicious software from entering their
13 environment.

14 I was skeptical, because a lot of
15 security products just don't work. A lot of
16 it is just marketing and buy my next
17 generation solution, but I was skeptical,
18 and I thought that probably the client had,
19 in fact, been breached.

20 When I did my analysis, I
21 determined that Proof Point actually worked,
22 and I was really impressed, because the
23 other solutions that I tested using this
24 specific piece of malware had failed to
25 detect it, so I was impressed by Proof

1 Point, so I wanted to learn more about it.

2 Q. Got it. And you said that was three to four
3 years ago?

4 A. Yeah, you know, come to think of it, it was
5 probably closer to six. It's been a while.

6 Q. Is there anything -- is there anything that
7 you can tie it to, a specific case that you
8 were working on or anything that would allow
9 us to focus in on what the date was?

10 A. I could -- I don't know if I have these, but
11 I had communications with the CEO of Proof
12 Point telling him what I had found, and I
13 congratulate him, because most of his
14 competitors failed my test.

15 Q. When you test, as you say, what does that
16 involve?

17 A. It really depends on the situation. In this
18 case, what I did, the client -- because
19 IT -- client IT people, they're a great
20 resource and they want to be helpful, but
21 they don't do incident response every day,
22 so sometimes they get things wrong. So
23 often I get called in just as a second
24 opinion.

25 So in this specific case, it's a

1 medium-sized insurance company, they had
2 detected -- IT had detected what they
3 thought was malicious software, but they
4 believed Proof Point had captured it, but
5 they wanted a second opinion.

6 So I was retained, I went to their
7 offices, I made forensic images, which is an
8 evidentiary copy of a hard drive, it's a
9 perfect copy, and I do that in every case
10 unless there's some physical reason why I
11 can't.

12 Electronic evidence is very
13 fragile. Just turning on a computer can
14 inadvertently modify over 400 date and time
15 stamps, so my first step is I want to
16 preserve it. I don't want to interact with
17 the original evidence. I don't want to
18 inadvertently modify it.

19 So I collected the data from the
20 server, and I attempted to determine whether
21 or not this malicious software seeped out of
22 their Proof Point Solution. I wanted to see
23 did it spread to anyone else, and it did not
24 appear so.

25 So, to answer your question using

1 short -- a smaller amount of words,
2 typically I preserve, I work from a copy of
3 that copy, we archive that original forensic
4 image, I conduct my analysis, and then I
5 meet with the client and explain what we
6 found, and in this case I determined that
7 Proof Point operated as intended.

8 MR. CHESTER: Is that an
9 appropriate time for me to take a short
10 break?

11 MR. HILL: Yeah, let me just finish
12 up this line of questioning. I have a few
13 more questions just to wrap this up, and
14 I'll move on to a different topic.

15 BY MR. HILL:

16 Q. Have you done that kind of testing on other
17 products in this space such as Palo Alto
18 Networks or Fire Eye?

19 A. Yes.

20 MR. CHESTER: Object to the form.

21 BY MR. HILL:

22 Q. Okay. What testing have you done on Palo
23 Alto's appliance that you referenced
24 earlier?

25 A. I did not test Palo Alto.

1 Q. Okay. What testing have you done on the
2 Fire Eye appliance that you referred to
3 earlier?

4 A. I can't tell you.

5 Q. Okay. Because it's confidential?

6 A. I'm bound by a confidentiality agreement.

7 Q. Okay. Can you tell me when you tested it?

8 A. It would have been within a week of the
9 Target breach. So whenever that was, within
10 a week.

11 Q. Okay. And are you relying in any way on any
12 of the experience with that particular
13 testing episode in connection with the
14 opinions or reasons that you're expressing
15 in this case?

16 A. No.

17 Q. Okay.

18 MR. HILL: Let's take a short
19 break.

20 VIDEOGRAPHER: We are going off the
21 record at 10:18 a.m.

22 (Whereupon, a recess was taken.)

23 (At this time LANTERMAN Deposition
24 Exhibit 2 was marked for identification
25 by the Court Reporter.)

1 VIDEOPHOTOGRAPHER: We are back on the
2 record. This is media number 2 in the
3 deposition of Mark T. Lanterman taken on
4 June 6, 2019. The time now is 10:31 a.m.

5 BY MR. HILL:

6 Q. Mr. Lanterman, the Court Reporter has handed
7 you Exhibit 2.

8 Can you turn to the last page of
9 Exhibit 2 and tell me if you recognize that
10 as your signature on this document?

11 A. Yes.

12 Q. And it says, immediately above your
13 signature, that you declare under penalty of
14 perjury, under the laws of United States,
15 that the foregoing is true and correct.

16 Do you see that?

17 A. Yes.

18 Q. So did you understand that when you signed
19 your name to Exhibit 2 you were providing
20 written sworn testimony in connection with a
21 court case?

22 A. Yes.

23 Q. And you understand that the oath that you
24 swore to in that case is the same as the
25 oath that you took before we began the

1 deposition this morning, correct?

2 A. Yes.

3 Q. Okay. And how many times have you testified
4 live before a jury in the course of your
5 career serving in the forensics field?

6 A. Live court testimony?

7 Q. Yes, before a jury.

8 A. I don't recall.

9 Q. More or less than ten times?

10 A. Maybe right around ten.

11 Q. Okay.

12 A. I would say probably less than 15, but . . .

13 Q. Well, you know from those experiences that
14 you're sworn in before you testify before a
15 jury, correct?

16 A. Yes.

17 Q. And you understand that that oath is the
18 same as the oath that you took this morning,
19 and the same as the oath that you took
20 before you signed your name to Exhibit 2,
21 correct?

22 MR. CHESTER: Object to form, asked
23 and answered.

24 A. Yes.

25 BY MR. HILL:

1 Q. A couple questions for you about the
2 exhibit.

3 The case is called Stratasys versus
4 Krampitz and Nova Machina.

5 Do you see that?

6 A. Yes.

7 Q. What was the case about?

8 A. I would want to reread my Affidavit.

9 Q. Okay. So is it fair to say that without
10 rereading your Affidavit, you don't recall
11 what the facts of this case were?

12 MR. CHESTER: Object to the form.

13 A. Correct. I work on a lot of cases, and I
14 wouldn't want to cross-pollinate or
15 misremember any details.

16 BY MR. HILL:

17 Q. Sure. Okay.

18 Do you see on page 1 you introduce
19 yourself and you say, "I am the chief
20 technology officer of Computer Forensic
21 Services located in Minnetonka, Minnesota"?

22 Do you see that?

23 A. Yes.

24 Q. Okay. And then between paragraphs 1 and 2
25 there's a bold heading, Qualifications and

1 Background.

2 Do you see that?

3 A. Yes.

4 Q. Okay. I want to ask you a couple questions
5 about some of the statements that you make
6 in the Qualifications and Background portion
7 of this Affidavit or declaration.

8 So you say, at the very top -- very
9 bottom of page 1, going over to the top of
10 page 2, that you were a sworn investigator
11 for the United States Secret Service
12 Electronic Crimes Task Force, and acted as
13 its senior computer forensic analyst, right?

14 A. Yes.

15 Q. So when you were the senior computer
16 forensic analyst on this task force, what
17 kinds of things were you doing?

18 MR. CHESTER: Object to the form.

19 A. I was investigating financial crimes,
20 identity theft crimes, check fraud, bank
21 fraud, mortgage fraud. Mostly financial
22 stuff.

23 And then the majority of my
24 responsibility was then to analyze devices,
25 computers, cell phones, mobile devices that

1 had been seized as part of those
2 investigations.

3 BY MR. HILL:

4 Q. So part of your responsibility was to try to
5 extract as much data from these computers
6 and devices as possible for review?

7 MR. CHESTER: Object to the form.

8 A. Yes.

9 BY MR. HILL:

10 Q. Okay. In your capacity as the senior
11 computer forensic analyst, were you expected
12 to testify either by Affidavit or deposition
13 or live at trial?

14 MR. CHESTER: Object to the form.

15 A. Yes.

16 BY MR. HILL:

17 Q. Okay. And was that the first position that
18 you held where you were expected, as part of
19 the role, to be a testifying witness?

20 MR. CHESTER: Object to the form.

21 A. No.

22 BY MR. HILL:

23 Q. What was the first position that you held
24 where you were expected to be a testifying
25 witness?

1 A. When I was a police officer in Philadelphia.

2 Q. How many times did you testify in court when
3 you were a police officer in Philadelphia?

4 A. Maybe four or five.

5 Q. And then when you were -- when you
6 transitioned into this role as senior
7 computer forensic analyst for the Secret
8 Service task force, how many times did you
9 testify?

10 A. Live testimony, I don't think any.

11 Q. Okay. Deposition testimony?

12 A. No.

13 Q. Okay. Did you provide deposition testimony
14 while you were a police officer on the
15 Philadelphia police force?

16 A. No -- if I could just correct something. I
17 wasn't on the Philadelphia Police
18 Department, I was with a suburban
19 Philadelphia police department.

20 Q. Appreciate that. Thank you.

21 A. Sure.

22 Q. You go on to make the statement that CFA
23 recently partnered with the United States
24 Secret Service to assist with digital
25 forensic and cyber security services in

1 support of its investigations.

2 Do you see that?

3 A. Yes.

4 Q. What were the cyber security services that
5 you were referring to?

6 A. We are partnered with the U.S. Secret
7 Service. They don't have -- there's a field
8 office here in Minneapolis that supports
9 Minnesota and North Dakota and South Dakota,
10 and I think a little bit of Wisconsin, but
11 I'm not certain, and they do not have a
12 local digital forensic analyst assigned to
13 this office, so we partnered with them to
14 assist them in their needs.

15 Q. So one of the things you're doing is you're
16 assisting them in the forensic part of their
17 investigations; is that correct -- digital
18 forensic?

19 MR. CHESTER: Object to the form.

20 A. Yes.

21 BY MR. HILL:

22 Q. Are you providing any other cyber security
23 services, other than support for the digital
24 forensic part of their investigations?

25 MR. CHESTER: Are you talking about

1 Secret Service still?

2 MR. HILL: Yes.

3 BY MR. HILL:

4 Q. In this partnership with the U.S. Secret
5 Service.

6 A. We have discussed doing joint training
7 events. We haven't done any yet, so we're
8 still in discussions.

9 Q. Who would be the trainees as currently
10 contemplated?

11 A. A few categories. I would anticipate
12 meeting with bank security managers. I
13 would anticipate doing training for law
14 enforcement, a joint training session for
15 law enforcement.

16 So that's what I have in mind.

17 Q. Okay. And, again, to the extent that it's
18 been contemplated, what specific type of
19 training do you envision providing?

20 A. Yeah. So I do a lot of training for the
21 Minnesota Bar Association, so it's awareness
22 training, making the attendees aware of what
23 we're seeing in the real world, showing --
24 you know, we redact materials, but I like
25 using case studies; look at this phishing

1 attack, and this is how it works, so be
2 aware if you get an e-mail from Best Buy
3 offering you a free \$500 gift certificate,
4 it may not be legit.

5 Q. Thank you.

6 In paragraph 3 you describe a
7 certification by the Department of Homeland
8 Security as a seized computer evidence
9 recovery specialist. What is that?

10 A. Well, that's a title of the course. It's a
11 multi-week program that's hosted. It was
12 then the Department of Treasury, but then it
13 became DHS, so I had a treasury
14 certification, but then they reissued it as
15 a DHS certificate, but you go through a
16 training, a multi-week training class at
17 Glynco, it's held at the Federal Law
18 Enforcement Training Center in Glynco,
19 Georgia, and upon successful completion, and
20 not everyone completed, but upon successful
21 completion you're awarded a certificate
22 that -- this is a law enforcement-only
23 class. A civilian can't just pay a thousand
24 dollars and attend or anything like that.

25 But I think it's considered some of

1 the best training available.

2 Q. Okay. Thank you.

3 And this was with a specific focus
4 on how to recover digitized evidence from
5 computers and devices that are seized as
6 part of criminal investigations?

7 MR. CHESTER: Object to the form.

8 A. Yeah, that was certainly part of it.

9 We have preservation, how to
10 maintain chain of custody documentation.
11 You know, we talked earlier about best
12 practices. That's what they were training
13 the attendees; you know, here are some
14 pitfalls, here are some things to be aware
15 of, and here's how you should do your job.

16 And then it focused on the
17 techniques to use for recovering data,
18 determining if someone is downloading
19 contraband from a peer-to-peer network, how
20 to determine if external storage devices are
21 in use.

22 BY MR. HILL:

23 Q. So to obtain the certificate from the
24 Department of Homeland Security you had to
25 go through this course, and it was a

1 multi-week course you said?

2 A. Yes.

3 Q. And do you recall how many weeks?

4 A. I think it was either three or four weeks.

5 Q. Okay. And was it -- did you actually have
6 to physically attend classes or was it
7 online? How did that work?

8 A. I had to physically attend.

9 So they put us up in dormitories on
10 the campus at FLETC, Federal Law Enforcement
11 Training Center.

12 Q. And so how intense was the coursework during
13 the three to four weeks? Was it you go into
14 class every day?

15 MR. CHESTER: Object to the form.

16 A. Yeah, class every day, it was eight hours,
17 you had, I think, 30 minutes for lunch, so
18 most people just brought lunch with them in
19 the morning and sat there.

20 But it was every day, Monday
21 through Friday, half day on Saturday, you're
22 off Saturday night and Sunday, and then you
23 pick up again on Monday.

24 So I thought it was pretty intense.

25 I thought it was really good training, and

1 I'm grateful to have attended.

2 BY MR. HILL:

3 Q. Yeah, it sounds like it was over a 100 hours
4 total.

5 A. Easily, yeah.

6 Q. Then you also reference in paragraph 3 a
7 certification in computer forensics by the
8 National White Collar Crime Center?

9 A. Yes.

10 Q. How did you obtain that certificate, or that
11 certification?

12 A. Yep. So that was two one-week courses, and
13 I think they were separated by a week or
14 two, so it wasn't two weeks straight.

15 Classes were held here in
16 Minnesota, you had to attend, it was Monday
17 through Friday with a lunch break, 9 to 5.

18 Q. So less than 100 hours of coursework; is
19 that correct?

20 A. I think so, yes.

21 Q. Okay. What were the subject matters that
22 you can recall learning about during that
23 two-week training course?

24 A. It started out, there was a little bit of
25 overlap with my SCERS class, with my Seize

1 Computer Evidence Recovery Specialist class.
2 You know, they covered best practices and
3 evidence preservation, they went into how to
4 recover deleted data by hand, because I
5 think sometimes with the forensic tools, the
6 commercial tools that are available,
7 sometimes analysts get a little bit lazy,
8 it's like point-and-click forensics, and
9 what I liked about the National White Collar
10 Crime Training is it's like doing division
11 with a pencil, you know, you actually had to
12 do it by hand. I thought that was
13 interesting.

14 And then they spent a lot of time
15 dissecting or decompiling malware and
16 figuring out, okay, I have a piece of
17 software here, is it bad? How do I figure
18 that out? You know, is this a virus or not,
19 and what does it do?

20 So I enjoyed that training as well.

21 Q. Was there -- in either of the two courses
22 that you're referencing in paragraph 3 here,
23 was there any other focus on diagnosing
24 threats such as malware?

25 A. Yes. In the white collar crime, and I think

1 we spent half a day on malware at the FLETC
2 class.

3 Q. Okay. Were there any other threats that
4 were focused on other than malware?

5 MR. CHESTER: In either of those
6 classes?

7 MR. HILL: Correct.

8 BY MR. HILL:

9 Q. That you can recall.

10 A. It's been a while. I don't recall anything
11 else.

12 Q. Okay. Was there any teaching in either of
13 these classes, that are referenced in
14 paragraph 3, relating to precautions against
15 malware or other threats?

16 A. Yeah, I do recall talking about some
17 precautions in the white collar crime center
18 class and in the SCERS class.

19 In the SCERS class, specifically it
20 was about how to protect yourself and your
21 organization, because when we are analyzing
22 digital evidence, sometimes analysts get
23 sloppy and they inadvertently infect their
24 own symptoms with the malware that they're
25 trying to analyze.

1 So I know that they covered that,
2 and just be careful was the message.

3 Q. Is there anything else about that
4 specific -- was that both at SCERS and at
5 the national white collar crime center that
6 you got the message about be careful?

7 A. Yes.

8 Q. Okay. And both times that was in the
9 context of malware and avoiding infecting
10 your system with it; is that right?

11 MR. CHESTER: Object to form.

12 A. Yes.

13 BY MR. HILL:

14 Q. Is there anything else that you can recall
15 from either of those two courses relating to
16 the topic of security precautions?

17 A. Not that I remember.

18 Q. Okay. And what year was it that you
19 attended the SCERS course?

20 A. I would want to look at my certification.
21 It would have been in the early 2000s.

22 Q. Do you keep copies of your certifications?

23 A. It depends on the certification.

24 Q. Do you believe you have that certification?

25 A. I know I have that.

1 Q. Okay. Where is that kept?
2 A. On my bookshelf at my office.
3 Q. And what about the National White Collar
4 Crime Center certification?
5 A. I probably don't have that.
6 Q. Okay. Do you know what year that was?
7 A. It would have been early 2000s.
8 Q. In paragraph 4 you say you're adjunct
9 faculty of computer science for the
10 University of Minnesota Technological
11 Leadership Institutes Master of Science and
12 Security Technologies Program? That's a
13 mouthful.
14 A. Yeah. It's not a good marketing decision,
15 yes.
16 Q. MSST. Mist.
17 A. MSST.
18 Q. Okay. I'm just going to call it MSST for
19 short.
20 A. Okay.
21 Q. When did you begin serving on the adjunct
22 faculty for MSST?
23 A. I believe that would have been maybe four or
24 five years ago.
25 Q. Is that a paid position?

1 A. I don't know if it is or not, but I don't
2 accept payment from schools. I just think
3 if I'm trying to educate them, I'm not
4 trying to make a buck on education.

5 Q. How many courses have you taught at MSST in
6 the field of computer science?

7 A. One. It's the same course over and over.

8 Q. Okay. So you've taught the same course for
9 four to five years?

10 A. Yes.

11 Q. What is the course title?

12 A. Forensics? I don't really have a title on
13 it.

14 I come in -- for the University of
15 Minnesota, I'll come in and I'll do an
16 either one or two four-hour talks during the
17 course of a semester.

18 Q. Okay. So over the course of the last four
19 to five years, you've gone into the
20 classroom eight to ten times; is that
21 correct?

22 MR. CHESTER: In this capacity?

23 BY MR. HILL:

24 Q. In the MSST teachings that you do.

25 A. Yeah, that sounds about right.

1 Q. Okay. So you've appeared eight to ten
2 times, and each time it's for how many
3 hours?

4 A. Typically it's four hours, and there's
5 usually a break halfway through.

6 Q. And it's always the same curriculum?

7 A. Well, I update it, but it's the same topic,
8 but I try to keep the material current.

9 Q. Okay. And the topic is forensics?

10 A. Yes.

11 Q. So I presume that as part of this course
12 you're explaining how to preserve -- how to
13 properly preserve computer data; is that
14 fair?

15 MR. CHESTER: Object to the form.

16 A. The students -- I may touch on that, but the
17 students are adult learners. They're
18 typically IT or security professionals, so I
19 think that might be a little bit below their
20 level.

21 BY MR. HILL:

22 Q. Okay.

23 A. I certainly would cover it, but not in any
24 kind of detail.

25 Q. Tell me what -- just tell me in your own

1 words what you do cover with them, since
2 this is a little more of an advanced
3 audience.

4 A. So just some of the topics would be
5 phishing, and the different variants,
6 doxxing, internet of things. Those are the
7 main topics that come to mind. There are
8 more, but that's just what I can think of
9 now.

10 Q. Sure. Okay.

11 Can you spell doxxing for our Court
12 Reporter, and for me?

13 A. Sure. It's D-O-X-X-I-N-G.

14 Q. Okay. And what does that refer to?

15 A. Doxxing is the online posting of our
16 personal information.

17 Unfortunately we get involved in a
18 lot of stalking cases involving lawyers and
19 judges and politicians, and so part of the
20 classes that I teach is, number one, making
21 the attendees aware that without cyber
22 security they cannot have physical security,
23 and then I discuss ways to remove their
24 personal information from the internet, like
25 home addresses.

1 You know, I don't want a creep
2 showing up at your house at 2 in the morning
3 because he didn't like the decision he got
4 in his case.

5 Q. And when you say that you talk about the
6 internet of things, that's a big topic.

7 A. It's a great topic.

8 Q. So how does this apply when you -- what's
9 the specific focus that you put on the
10 internet of things when you give these
11 presentations?

12 A. Well, I try to explain to the attendees that
13 while technology is making our lives much
14 more convenient, you know, we are much more
15 efficient than we've ever been, we can get
16 through our to-do list with a couple of
17 clicks of a button, but I believe that
18 whenever we gain convenience from
19 technology, we give up a little bit of
20 security.

21 And so then I talk about the
22 internet of things, I talk about look at
23 everything that's being connected to the
24 internet; our lighting systems, our power
25 grids, our water-processing plants, our

1 industrial control systems, and then I
2 usually give a live demonstration of a
3 device that has no security whatsoever,
4 whether that's an industrial control system,
5 or maybe a nanny camera that no one put a
6 password on, so now a voyeur can access your
7 living room security camera.

8 Q. Got it.

9 A. Oh, and I also talk about medical devices,
10 pacemakers and insulin pumps being connected
11 to the internet. I think it's a scary
12 topic.

13 Q. I take it that your earlier testimony about
14 not accepting compensation for teaching
15 positions also applies to your work on the
16 faculty at the Hamline School of Law and at
17 the University of St. Thomas School of Law?

18 A. Correct, with the exception with St. Thomas,
19 because the St. Thomas class is a full
20 class, that's a full course, I ask them to
21 cover any expenses I have.

22 So meaning if I expect a student to
23 read a book, I have St. Thomas buy the book
24 for me so I have a copy. So that's my -- I
25 don't get paid for my time, but they

1 reimburse me any reasonable expenses.

2 And, again, just to clarify, the
3 Hamline law school work is very similar in
4 nature to my work with the University of
5 Minnesota. The University of St. Thomas
6 School of Law class, that's an actual
7 course, so that's much more involved on my
8 part.

9 Q. So the Hamline School of Law is more like
10 what you do for MSST in terms of coming in
11 once or twice a semester during a course and
12 giving a maybe four-hour presentation or
13 seminar?

14 A. Yes.

15 Q. And how long have you been doing that at the
16 Hamline School of Law?

17 A. Probably four or five years.

18 And I'm in talks now to do a full
19 course, similar to what I'm doing with
20 St. Thomas, but we haven't agreed to that
21 yet.

22 Q. Got it.

23 Going back to MSST for just a
24 second. When you come in to teach, I'm just
25 going to call it forensics, because you

1 called it forensics the first time --

2 A. Sure.

3 Q. When you go in to teach forensics at MSST,
4 is it a part of a class that has another
5 faculty member who is teaching a larger
6 course?

7 A. It is a -- it's a program with a lot of
8 faculty participating. So it's not one
9 person teaching and then I just come in to
10 cover half a day or something like that.

11 So it's a multi-month -- I think
12 it's a year or longer program, so they have
13 multiple faculty assisting, and then
14 typically a month or two before the semester
15 begins we get scheduling requests, you know,
16 who can cover this day or that day.

17 So it's not like someone else is
18 teaching a course and then I come in and
19 cover, it's like a lot of people come in and
20 do these, you know, talks.

21 Q. What about for Hamline School of Law? Is
22 that how it works there too, or is it a part
23 of, like, evidence or some other specific
24 course?

25 A. Yeah, so at Hamline, and it's a really

1 interesting program, because it's intended
2 to include distance learners for the law
3 school as well, so you have a supervisor who
4 is in charge of, like, managing the program,
5 but then it's similar to the MSST program in
6 which you have a lot of faculty coming in
7 and giving their talks as part of the class.

8 So it's, again, not like one person
9 teaching a class and then you fill in for
10 one of the classes, it's a longer program,
11 and then a lot of faculty come in and
12 assist.

13 Q. Okay. Now, at University of St. Thomas
14 School of Law, what's the course that you
15 teach there?

16 A. Cyber security.

17 Q. That's the title?

18 A. Yes. And I'm sure -- that's what I called
19 it. I don't know if St. Thomas's marketing
20 people tweak that or not.

21 You know, they send out brochures
22 and class announcements and stuff like that,
23 but I tell our students it's just cyber
24 security.

25 Q. And how long have you been teaching cyber

1 security at the University of St. Thomas
2 School of Law?

3 A. Last year was my first year.

4 Q. Okay.

5 A. We just finished a few weeks ago.

6 Q. And is this an upper-level class at the --

7 A. Yes.

8 Q. -- law school?

9 A. Yes.

10 Q. Okay. So it's second and third years'
11 students?

12 A. Yes.

13 Q. And is it a required course for all students
14 or is it an elective?

15 A. That's a good question. I think it's an
16 elective. I don't believe it's a
17 requirement. It should be a requirement.

18 Q. Get to that in a second.

19 So these are second- and third-year
20 law students, and you've done this one time
21 or two times?

22 A. Last year was my first year. So it was my
23 first time doing the full course.

24 Q. And was it a two-semester course or was it a
25 one-semester course?

1 A. It was a 16-week course. So I'm thinking
2 it's a full semester. I don't know. I had
3 16 classes I had to do.

4 Q. 16 classes.

5 So you taught one class a week for
6 16 weeks?

7 A. Yes.

8 Q. Okay. And how long were these classes?
9 Hour? Two hours?

10 A. Well, it depended, depended on the topic.

11 My talks would run from 45 minutes
12 to an hour, but then we had discussion
13 groups, we had reading assignments, and then
14 further discussion groups. So it's hard to
15 gauge.

16 Q. What's the assigned reading? Is it a
17 specific book?

18 A. Yes -- books or articles.

19 Q. What are the books or articles that are
20 assigned, to the extent you can recall?

21 A. I don't recall off the top of my head.

22 Some of the articles I wrote, some
23 of the articles are in publications, MSST or
24 SANDS.

25 We would often talk about the cyber

1 event of the week, and so we had a lot of
2 material to choose from, and then we would
3 make sure that relevant articles were
4 assigned that discussed whatever the
5 upcoming week's topic was.

6 Q. Okay. When you teach cyber security to
7 second- and third-year law students, do you
8 focus on things like electronic discovery in
9 court cases?

10 MR. CHESTER: Object to the form.

11 A. That is one of the topics, yes.

12 BY MR. HILL:

13 Q. Okay. Is that like one week out of 16 weeks
14 is devoted to electronic discovery, or more
15 than that?

16 A. I think electronic discovery was one week,
17 but then we had additional time discussing
18 true forensics, which is a little bit
19 different than E-Discovery, but E-Discovery
20 I think one week -- either one or two, I
21 don't recall. It would not have been more
22 than that.

23 Q. Okay. Are all of the classes teaching with
24 an emphasis on law to the law students, or
25 are these classes teaching technology to the

1 law students, or both?

2 A. Yeah, I think it was both. I try to be
3 both.

4 I try to approach it, because the
5 students -- let's say if they become, you
6 know, in-house counsel somewhere, my -- I
7 didn't see my job as making them digital
8 forensic experts. I saw my job as educating
9 them on things that could affect their
10 employer, their future organization.

11 What do you do if you're hit with a
12 cyber attack? How do you respond to
13 ransomware? Do you pay the ransom or not?
14 And then we would have discussions about
15 these things, so I wanted to get across to
16 the students that cyber risk is business
17 risk.

18 So I wanted to connect with them
19 not so much as a techie, I wanted to make
20 sure they understood why they should care
21 about the information I was sharing with
22 them.

23 Q. Now, you say in paragraph 5 that you're
24 faculty for the National Judicial College in
25 Reno, Nevada.

1 What do you do as a faculty member
2 for the National Judicial College in Reno,
3 Nevada?

4 A. Sure. So I typically co-teach a course with
5 Justice Dan Carruthers of the North Dakota
6 Supreme Court. We've been teaching together
7 now for maybe five or six years, and usually
8 once a year, sometimes twice a year, the
9 National Judicial College will contact us
10 and ask us if we would be willing to put on
11 our class.

12 In the past it's been a one-week
13 course, and then recently we were contacted
14 to do a three-day course together.

15 Q. What's the title of the course?

16 A. The Ethical Use of Evolving Technologies.

17 Q. What's the focus?

18 A. Ethics and electronic evidence.

19 So Justice Carruthers will talk
20 about the rules, and I talk about the
21 technology.

22 Q. Okay. So is this, like, don't file a brief
23 with somebody's Social Security number that
24 you got off of an e-mail attachment that you
25 happen to see while looking at the hard

1 drive of their computer or --

2 MR. CHESTER: Object to the form.

3 A. It's a little bit different, but you're on
4 the right track.

5 You know, it's: Can you mine
6 documents for opposing counsel's track
7 changes? You know, what are the ethical
8 considerations?

9 And this is for -- the National
10 Judicial College, our audience is State
11 court judges, so it's like baby judge
12 school. These are typically people that
13 have been appointed or elected, they have
14 typically less than four years on the bench,
15 when they go through baby judge school.

16 The exception is we're getting a
17 number of students coming in who are --
18 they're acting as -- I forget the term, but
19 we had a student from the National Nuclear
20 Regulation Agency, I forget what the acronym
21 is, and he acts as a judge, but he's more of
22 like an administrative judge.

23 So it's a really interesting group
24 of attendees, but primarily they're State
25 court judges.

1 Q. And you say you've been doing this for five
2 to six years?

3 A. Maybe four to five.

4 I've been teaching with Dan for
5 five to six years, but I think we just
6 brought our class to the Judicial College
7 maybe four or five years ago. Something
8 like that.

9 Q. Is it accurate to say that in this one-week
10 course what you're trying to do is expose
11 these new judges to different cases where
12 technology has been used in a legal setting
13 and there was an ethical question, in order
14 to get them thinking about the kinds of
15 things that they might be actually
16 confronted with during the course of their
17 work as judges?

18 MR. CHESTER: Object to the form.

19 A. Yeah, I think that's fair to say, and there
20 were other topics that we covered as well.

21 We had a lot of questions about
22 TAR, technology-aided review, artificial
23 intelligence to do document reviews and
24 things like that. We would have a debate.
25 You know, some things I like, he doesn't;

1 some things he likes, I don't.

2 So we try to get both opinions
3 across.

4 Q. Interesting.

5 How long have you been on the
6 faculty for the Federal Judicial Center?

7 A. I think maybe three or four years.

8 Q. How intense is the commitment of being on
9 the faculty for the Federal Judicial Center?

10 MR. CHESTER: Object to the form.

11 A. I don't know if it's -- I think it's fun, so
12 I don't think of the word intense.

13 BY MR. HILL:

14 Q. What's the time commitment?

15 A. I understand your use.

16 It varies. They work around my
17 schedule, and basically what they do is they
18 will have me go around to the different
19 Federal district judicial conferences and
20 present.

21 So last year I spoke at the 11th
22 Circuit, which was held in Jacksonville,
23 Jacksonville Beach, and I presented at the
24 8th Circuit, which was held in Des Moines.

25 So I'll be asked -- and last week I

1 presented at the 8th Circuit District of
2 Minnesota retreat.

3 So I'll just get a call, we have a
4 conference, we have a retreat, would you
5 come and train our Federal judges?

6 Sometimes I'm asked to do training for court
7 managers or clerks, but usually it's the
8 judges.

9 Q. What do you train them on?

10 A. Depends on the topic of the day.

11 Q. Let's just start with the 11th Circuit.

12 What was the focus of your presentation
13 there?

14 A. I discussed doxxing, cell phone evidence,
15 phishing, internet of things, I did a live
16 tour of the dark web, discussed different
17 types of cyber attacks. I think that's it.

18 I can't remember any of the other
19 topics.

20 Q. Okay. And what about the 8th Circuit?

21 A. It would be the same thing.

22 Q. Okay. And you indicate in paragraph 6 of
23 your declaration that you've provided
24 training for the U.S. Supreme Court?

25 A. Yes, I did.

1 Q. And what kind of training did you provide to
2 the U.S. Supreme Court?

3 A. Same thing.

4 When I spoke at the 11th Circuit,
5 Justice Thomas is assigned to the 11th
6 Circuit. He attended that keynote
7 presentation I gave, and I was invited to
8 the Supreme Court last June.

9 Q. Wow, what an honor.

10 A. It was shocking and humbling, and I'm just a
11 computer guy, you know, I don't have a
12 Ph.D., and to get that invitation, I'll
13 never forget it and I'm very appreciative,
14 and I got a selfie with them, and a coffee
15 mug.

16 Q. That's awesome. You've spent a lot more
17 time with the Supreme Court than
18 99.9 percent of practicing lawyers.

19 A. What's interesting is I worked on the
20 Wisconsin gerrymandering case, so I got
21 invited to the Supreme Court, and then a
22 month later I'm back at the Supreme Court.

23 So, yeah, it was a great experience,
24 I'll never forget it, and I'm honored.

25 Q. Was the extent of your training for the U.S.

1 Supreme Court basically making the same type
2 of presentation that you had done at the
3 11th Circuit and 8th Circuit judicial
4 conferences?

5 A. Yeah, so the topics are generally the same,
6 but I try to stay current.

7 I like doing case studies, and,
8 Take a look at this case and look at what
9 happened, and this is how the evidence
10 played out, and it turned out he was framed.

11 That type of talk.

12 Q. Okay. Now, can you put some dates on these
13 different conferences for me? What was the
14 year of the 11th Circuit Judicial
15 Conference?

16 A. That was last year. 2018.

17 Q. And what about the 8th Circuit speech?

18 A. That was -- I do the 8th Circuit almost
19 every year.

20 Q. Okay. For how long?

21 A. I think this year will be my fourth year,
22 but it's usually in the summer.

23 Q. I take it the Supreme Court must have been
24 recently?

25 A. June of last year.

1 Q. Also 2018?

2 A. Yes.

3 Q. And you mentioned, going on to page 3 of
4 Exhibit 2, delivering a keynote address at
5 the Chief Justices Conference in Newport,
6 Rhode Island. When was that?

7 A. That would have been summer of last year.

8 Q. Also 2018?

9 A. Yes.

10 Q. You were making the -- you were on your own
11 lecture tour in 2018?

12 A. I was. But it's an honor when you get these
13 invitations. It's hard to say no.

14 Q. Of course.

15 Chief Justice, are these State
16 court appellate judges?

17 A. Yes.

18 So these are all of the Chief
19 Justices from the 50 State Supreme Courts.

20 Q. Okay. And what was the topic of the keynote
21 address?

22 A. The same topics. I did a little more on
23 cyber attacks and denial-of-service attacks
24 because a number of states were being hit
25 with those. In fact, Minnesota's court

1 system was attacked by a denial-of-service
2 attack.

3 So I included that, and that was a
4 portion of my talk, but otherwise it's --
5 the topics tend to stay the same because
6 they seem to be the most relevant.

7 Q. So a denial-of-service attack, can you just
8 explain what that is so I make sure I
9 understand what you're talking about?

10 A. Sure. So think of -- I think of the
11 internet as a highway, and if I come to your
12 website, there's no traffic, there's no
13 traffic jam. I come to your website, I can
14 get there.

15 A denial-of-service attack,
16 depending on how it's carried out, I could
17 pay someone to do it, so you have attacks as
18 a service, or you can launch them yourself,
19 and basically instead of having five cars on
20 a highway, I now have, you know, ten million
21 cars on a highway and no one moves at all.

22 So denial of service just basically
23 means I'm flooding you with requests so that
24 no one else can get to you.

25 I know that's not a great

1 explanation, but . . .

2 Q. How do you create the traffic for a
3 denial-of-service attack? Like, how do you
4 put a car on the highway in your analogy?

5 A. Yeah. Requests, pings, I'm going to send
6 you, or whatever you are, I'm going to send
7 you data, I'm going to send you a packet,
8 and ordinarily that's no problem, but if I
9 flood you, then no one else can connect to
10 you.

11 Q. Okay.

12 A. So we talked about that because the State of
13 Minnesota's court E-filing system had been
14 the victim of a paid denial-of-service
15 attack.

16 Q. Why would someone want to do that? I mean,
17 I'm fascinated, now that you've told me the
18 story, about what's the motivation.

19 A. Well, he lost his case, and he was mad, and
20 he paid about \$200, and he shut down the
21 State of Minnesota's court E-filing system
22 for, I think, three days, on a budget of
23 \$200.

24 And I thought that was horrible,
25 and I thought that it would be, even though

1 it was an uncomfortable conversation, I
2 thought that it was a good lesson learned.
3 Q. So then you go on to say, November 2018 I
4 delivered the keynote address at Georgia Law
5 School's E-Discovery annual conference --
6 MR. CHESTER: Georgetown.
7 MR. HILL: What did I say?
8 MR. CHESTER: Georgia.
9 MR. HILL: I'm totally homesick at
10 this point. I apologize.
11 BY MR. HILL:
12 Q. You delivered the keynote address at
13 Georgetown's Law School E-Discovery annual
14 conference.
15 A. Yes.
16 Q. Okay. And what was the topic of the keynote
17 address?
18 A. Again, the same topics that I tend to cover.
19 I included the dark web, a number of
20 examples of cell phone evidence, different
21 cyber security attacks that we were seeing,
22 and I discussed the difference between
23 E-Discovery and forensics, because I think
24 sometimes there's some confusion between the
25 two.

1 Q. Go ahead and clue me in on that, because I
2 think I'm probably a little confused about
3 the difference between E-Discovery and
4 forensics myself.

5 A. Sure. So the case study that I use is I had
6 been -- I was appointed as a special master
7 in a discovery dispute, and it was an
8 insurance company group of executives quit,
9 and formed their own competing organization.
10 A bunch of insured canceled their policies,
11 they moved to the new group, and so now
12 there's litigation.

13 During discovery document demands
14 are made, give us your e-mails, defendant
15 said this isn't an e-mail case, and it
16 turned into a big discovery fight.

17 A special master steps in and says,
18 Nope, Lanterman is going to collect the data
19 from defendants, plaintiffs you supply
20 search criteria, Lanterman will apply your
21 search criteria to the defendant's data,
22 whatever is responsive gets produced to
23 defendant's counsel first, so that they can
24 review for privilege and responsiveness, and
25 then defendant's counsel produces to

1 plaintiffs. So it was straightforward
2 protocol. Defendants didn't like it, but so
3 be it.

4 So one document that I produced was
5 a cartoon chicken. So the defendants, How
6 is this relevant? This whole search is a
7 circus. This is crazy. So I had to -- I
8 got called on the carpet, and I had to
9 explain why I produced a cartoon chicken,
10 because it's -- how is that relevant?

11 So what I did was is I opened the
12 cartoon chicken -- we had a meet-and-confer,
13 so I had to explain to the lawyers why I
14 turned over the chicken, so I opened the
15 cartoon chicken with Notepad, a text editor,
16 and pulled it up, and it's a bunch of
17 garbage, but then when you scroll to the end
18 of the file to what's known as the file
19 slack, it's like the garbage at the end of a
20 VCR tape that you watched years ago. I
21 don't care about what's on the tape from
22 yesterday, I want to see what was there from
23 before, so, like, the garbage at the end of
24 the VCR tape.

25 As I scroll through the garbage in

1 the file, I get to the file slack at the end
2 and here's a fragment of a deleted e-mail
3 saying, Hey, Chris, I have had the actuarial
4 data from the servers, let's give notice in
5 the morning and let's start sending out
6 policy premium notices. Cha-ching. And I
7 said, That's why the cartoon chicken is
8 relevant.

9 And so it's -- I view forensics as
10 E-Discovery on steroids. Not every case is
11 a forensic case, but I found forensic cases
12 tend to get to the point a little quicker,
13 and because of that they seem to be less
14 expensive for the client.

15 Q. Okay.

16 MR. CHESTER: How are we doing on
17 time?

18 MR. HILL: Maybe about another
19 15 minutes. Is that okay?

20 MR. CHESTER: Oh, yeah. Lunch
21 break at that point.

22 BY MR. HILL:

23 Q. So you're not a lawyer, correct?

24 A. Correct.

25 Q. Okay. And you've been appointed by the

1 Minnesota Supreme Court to serve as a member
2 of Minnesota Lawyer's Professional
3 Responsibility Board, correct?

4 A. Yes.

5 Q. And what does that -- what does that entail?

6 A. Well, as you know, sometimes clients file
7 complaints against their lawyers, you know,
8 I don't like what you did, you're unethical,
9 you took my money and you didn't do what you
10 said you were going to do.

11 So, in Minnesota, there's something
12 known as The Lawyer's Professional
13 Responsibility Board, and so when a citizen,
14 or sometimes another attorney, has an
15 ethical complaint about another attorney it
16 gets sent in, an investigation is done,
17 recommendations are made, and then if it's
18 appealed, then it goes to a board member.

19 So I'm like the appellate level.

20 So I don't do the investigation as to
21 whether or not you stole your client's
22 money, I'm reviewing the investigator's
23 report, and I'm reviewing your appeal.

24 And then I make the final decision
25 for cases assigned to me. There's no appeal

1 from me.

2 Q. How many members are there on this board?

3 A. Good question. I want to say about 20.

4 Q. How much of your time is spent doing the
5 work that's required of the board members?

6 A. I would say, I mean, more than I
7 anticipated.

8 And some cases are a little more
9 involved than others and some go to
10 hearings.

11 I would say I spend at least four
12 hours a week doing this work.

13 Q. And how long have you been on this board?

14 A. I think it was February -- no, December of
15 2017 I was appointed, and it went into
16 effect, I believe, February 1st of 2018, and
17 then I think it was in November of last year
18 I was appointed to the Opinions Committee.

19 So if there are rules and there's
20 discussion about changing the rules, it has
21 to go through our committee, we make
22 recommendations to the Minnesota Supreme
23 Court.

24 Q. How much time have you had to spend since
25 you started serving on that committee?

1 A. Oh, on that committee? I'm going to say
2 probably, in total, only about nine hours.

3 We've had three telephonic
4 meetings, but most of that time is just
5 reading.

6 Q. You also co-author the Minnesota State Bar's
7 E-Discovery Desk Book; is that correct?

8 A. Yes.

9 Q. And when did you start doing that?

10 A. Well, that's an annual project. I think my
11 first full chapter maybe three years ago,
12 and then I've done two annual supplements
13 since then.

14 Q. What's your chapter on?

15 A. Digital forensics.

16 And I think I focused on working
17 with forensic experts, if I recall. I'd
18 have to double-check that.

19 Q. Okay. How much time is spent each year on
20 these annual supplements when you've done
21 them?

22 A. About a day.

23 Q. You go on to say, in paragraph 9, that
24 you're the contracted computer forensic
25 expert for the Hennepin County Sheriff's

1 Office; is that right?

2 A. Yes.

3 Q. And is that a paid position?

4 A. Yes.

5 Q. Okay. Do they pay your hourly rate, or are
6 they contracted on some other kind of
7 compensation basis?

8 A. Yeah. So it's a -- right now we are in our
9 first year of a three-year contract. It's
10 \$250,000 a year we're paid.

11 Q. Regardless of time?

12 A. No. I'm sorry. To clarify.

13 We bill by the hour, but that's how
14 much -- the \$250,000 is how much the budget
15 is, and my agreement with the sheriff's
16 office is if they run out of money, I'll
17 help them for free, because I don't want to
18 see a bad guy get away, and I don't want to
19 see an innocent person go to the clink
20 because some cop made a mistake.

21 Q. Got it.

22 As the computer forensic -- well,
23 let's look at the next, you also have a
24 similar contract with Washington County
25 Attorney's Office; is that correct?

1 A. Yes.

2 Q. Is that like a district attorney type?

3 A. It's the county prosecutor. So, yeah, I

4 think in Georgia I think you have

5 district -- same thing. It's like the

6 county's prosecutor.

7 Q. Or solicitor?

8 A. Solicitor, yep.

9 Q. Is that also a contract arrangement?

10 A. Yes.

11 Q. And these -- just to be clear, these are

12 contracts with Computer Forensic Services?

13 A. Yes.

14 Q. What's the arrangement with the Washington

15 County Attorney's Office?

16 A. Similar to Hennepin County.

17 We bill them by the hour, but they

18 are budgeted for \$50,000, but if we go over

19 that, they said that they would have to just

20 find more money.

21 Q. So it's not a hard cap, like with the other

22 one?

23 A. It's not a hard cap.

24 Q. Ramsey County Attorney's Office, what's the

25 arrangement there?

1 A. Yep. It's the same as the Washington County
2 attorney, so it's a \$50,000 -- we know that
3 that's been budgeted, it's not a problem
4 getting up to that dollar amount. If we
5 need to go over it, then the agreement is
6 they would just need to try to find more
7 money.

8 Realistically I'd probably help
9 them for free, too, if I had to. I do it
10 because their cases are fun to work on.

11 Q. Metropolitan Airports Commission, what's the
12 arrangement there?

13 A. The arrangement there is we have a retainer.
14 I don't recall the dollar amount, but it's
15 significant, and we are their incident
16 response team.

17 Basically if the airport suffers a
18 cyber attack or a cyber security event,
19 we're on speed dial, and we supplement the
20 airport's -- or the MAC's internal IT
21 security staff, but they then act at our
22 direction, and we act at the general
23 counsel's direction.

24 Q. Okay. And so -- I just want to make
25 sure -- I'm going to give you an example

1 just to make sure that my own
2 understanding -- that I have a correct
3 understanding of the nature of your
4 anticipated role with the Metropolitan
5 Airports Commission.

6 Earlier you were talking about
7 denial-of-service attack. I'm just going to
8 use that as a for instance. If there was a
9 denial-of-service attack directed to the
10 Metropolitan Airports Commission, you're on
11 speed dial to come in and help them respond
12 to it, whatever that may entail?

13 MR. CHESTER: Object to the form.

14 A. Yes. Also -- so, yes, what you said is
15 correct, but also if there are internal
16 personnel investigations. You know, did
17 this person send an inappropriate text
18 message to this other employee? So things
19 like that.

20 But anything involving forensics or
21 cyber security, we are their contracted
22 preferred vendor.

23 BY MR. HILL:

24 Q. Okay. Does your arrangement with the
25 Hennepin County Sheriff's Office, Washington

1 County Attorney's Office, or Ramsey County
2 Attorney's Office include this aspect of
3 incident response for cyber security events?

4 A. Yes.

5 Q. Okay. So that's in addition to the
6 forensics work that you perform?

7 A. Yes.

8 Q. Okay. And Minneapolis/St. Paul
9 International Airport, was just there
10 myself, headed back there later today --

11 A. Yeah, so that's the same thing.

12 So the Metropolitan Airports
13 Commission, they manage the airport. So our
14 contract is with the MAC, but the MAC is the
15 airport.

16 Q. Okay. And this retainer that you mentioned,
17 is it -- there's lots of different ways that
18 retainers can be structured. Do they just
19 pay you a set amount per month?

20 A. They pay us a lump sum, and I just don't
21 recall what the amount is, but it's
22 substantial.

23 They pay a lump sum, and then we
24 bill against that retainer, and then if we
25 need to replenish that retainer, we notify

1 the airport and then they replenish it.

2 Q. So at the end of the day, you're billing MAC
3 by the hour?

4 A. That's correct.

5 Q. Okay. And now are the hourly rates that you
6 charge amongst the sheriff's office, these
7 county attorney's offices, and the MAC, is
8 it always the same rate?

9 A. No.

10 Q. Okay. How does that work?

11 A. Law enforcement -- so by law enforcement,
12 I'm referring to the sheriff's office and
13 county attorneys, they can't really often
14 afford our regular rates, so we discount
15 those rates. I don't know what the discount
16 is, but I think it's about probably \$150 an
17 hour, something like that, just because I
18 think it's important work.

19 So I'm not -- I don't want to break
20 their budget because they have some big,
21 high-profile investigation they're working
22 on. The airport, we charge our retail rate.

23 Q. Okay. What about the county attorneys
24 offices?

25 A. I consider them the same as law enforcement.

1 So they get the discounted.

2 Q. All right. Great.

3 So does everybody in your
4 Minneapolis office -- Minnesota office, do
5 they all bill their time by the hour when
6 they're doing work for different clients of
7 Computer Forensic Services?

8 A. Yes, with one exception.

9 Q. What's the exception?

10 A. If we are creating a forensic image of a
11 hard drive, that's a flat rate.

12 So if you hire us, and you come to
13 our office and you say, This is my client's
14 hard drive, I want to retain you, well, our
15 first step is preservation, we plug it in,
16 we create a forensic image, but because I'm
17 at my office, and that's kind of a point and
18 push and I can walk away, that's a flat
19 rate.

20 So we charge \$300 for the creation
21 of a forensic image. We don't bill by the
22 hour for that. Otherwise all services are
23 billed by the hour.

24 Q. Can you create a forensic image of a drive
25 remotely?

1 A. I don't like doing that. It can be done.
2 It's not great. It takes up a lot of
3 bandwidth, and the work product would not be
4 as good as it would otherwise be.

5 What I mean by that is if I am
6 remote, I can collect anything that your
7 operating system can see, but if it can't
8 see it, I can't see it, because I'm remote,
9 which means I lose a lot of deleted
10 material. I don't like losing deleted
11 material, because often that's where, you
12 know, your key evidence is, you know,
13 because they destroyed key e-mails the day
14 after you sued them.

15 So I don't like doing remote
16 collections. It is possible. You can do
17 remote collections for web-based e-mail
18 accounts, like the more E-Discovery-type
19 services, that's fine, but when it comes to
20 hard drives and cell phones, I want to touch
21 it.

22 Q. Okay. I don't want to put words in your
23 mouth, but I do want to keep moving along,
24 so just tell me if I've got this wrong, your
25 normal business practice, when it comes to

1 imaging drives, is to do it on-site touching
2 the device, whether it's the hard drive of a
3 computer or a cell phone operating system,
4 correct?

5 MR. CHESTER: Object to the form.

6 A. Almost.

7 BY MR. HILL:

8 Q. Okay.

9 A. We typically recommend either deliver the
10 device to us or ship it to us. We get
11 90 percent of our evidence delivered via
12 FedEx, because we have clients nationally.
13 So we can go on-site, you know, like, if you
14 have a case involving a hospital, well, the
15 hospital can't ship their server to us, so
16 we have to go there.

17 So we can do on-site. It's a
18 better use of money if we do it at our
19 office. If I have to go on-site, I bill you
20 the \$300, plus I bill you for my time.

21 Q. Got it.

22 So a client wants to have you take
23 an image of the drive on their cell phone,
24 they can ship you the cell phone?

25 A. Ship me the cell phone, 24-hour turnaround

1 time.

2 So we get the cell phone, we
3 collect it, so if it arrives in the morning,
4 we'll ship it back to you that afternoon.

5 Q. Likewise, I've got an old workstation, for
6 some reason it becomes relevant to an
7 investigation, I can just pull the hard
8 drive out, ship it to you via FedEx, you'll
9 image it and turn it around and ship it back
10 to me?

11 A. Exactly right.

12 Q. Okay. And would you describe that as your
13 normal practice -- normal practice to either
14 receive it by mail of some sort or go
15 on-site and get it when it comes to hard
16 drives or devices like cell phones?

17 MR. CHESTER: Object to the form.

18 A. Yes. So we accept evidence via FedEx, we
19 try to discourage the other carriers, we
20 prefer FedEx, or you can deliver it, you can
21 have your client deliver it, you can courier
22 it. You know, however it gets to us.

23 We do what we have to do, and then
24 we're mindful people don't want to be
25 without their cell phones, so we try to get

1 this done as quickly as we can and get that
2 sent back.

3 So, you know, with law enforcement,
4 for the chain of custody, they just deliver.

5 BY MR. HILL:

6 Q. Got it.

7 That actually leads into another
8 question I had, which is: When you're
9 doing -- when you're receiving things from
10 clients at remote locations, or sending it
11 to you by mail, what is your standard
12 practice for handling chain of custody?

13 MR. CHESTER: Object to the form.

14 A. Sure. So if you ship us whatever it is,
15 let's say a hard drive or a cell phone, it
16 arrives, we -- depending on the case, and if
17 the packaging arrives, if it's dented or
18 dinged up, we photograph it, everything that
19 comes in we photography, if it's a case that
20 we know about, we will accept delivery at
21 the front desk by FedEx, we log in, we have
22 a computer at the front desk that keeps
23 track of our intakes, so we'll make sure
24 there's a case assigned, case number
25 assigned, we type in serial numbers, here's

1 a picture of the hard drive, and this is a
2 case from Attorney Smith, and it's U.S.
3 versus whatever.

4 So we do that chain of custody, we
5 will print out a paper copy, and that's for
6 the client, we include that, we ship that
7 back to the client so that the client has a
8 chain of custody documentation, we'll do the
9 imaging, ship it back with that piece of
10 paper just saying on Monday the 3rd I
11 received your iPhone 7, and four hours later
12 it was handed back to FedEx.

13 Q. Okay. Got it.

14 Now, would you say that your normal
15 business practice, when you are gathering
16 e-mail from, like, an exchange server, in
17 connection with a case, so there's a case,
18 you've got five custodians, you're gathering
19 up their mailboxes off of an exchange
20 server, is your normal practice to do that
21 remotely?

22 MR. CHESTER: Object to the form.

23 A. It depends on the client's configuration.

24 Over time we're now doing more and
25 more remote e-mail collections. So it's

1 more common now than it ever has been.

2 We're seeing a lot of organizations moving
3 to the Cloud, typically Office 365.

4 So if you retain us, and you need
5 me to collect e-mail from 30 custodians, and
6 you're using Office 365, I can do that
7 remotely. And the collections are usually
8 pretty good. We tend to get a lot of
9 deleted stuff, which surprises me, but the
10 remote collections for Office 365 I've been
11 happy with.

12 Q. Okay.

13 MR. HILL: Why don't we make this
14 the lunch break.

15 MR. CHESTER: Sounds good.

16 VIDEOGRAPHER: We are going off the
17 record at 11:51 a.m.

18 (Whereupon, a lunch recess was taken.)

19 VIDEOGRAPHER: We are back on the
20 record. This is media number 3 in the
21 deposition of Mark T. Lanterman taken on
22 June 6, 2019. The time is 12:52 p.m.

23 BY MR. HILL:

24 Q. Good afternoon.

25 Just a few more questions to close

1 out the line of questioning we were on when
2 we stopped for the lunch break.

3 When discussing remote collection
4 of e-mail, you mentioned the Cloud and
5 Office 365. Is the Office 365 Cloud-based
6 e-mail an alternative to a traditional
7 exchange server environment?

8 MR. CHESTER: Object to the form.

9 A. Yes.

10 BY MR. HILL:

11 Q. Yes. Just making sure that I understood
12 what you're doing.

13 When you collect e-mail remotely,
14 what computer or computers are used in that
15 gathering process, from your end?

16 A. Sure. So we have a stand-alone computer
17 that we connect to the internet only for the
18 duration in which we're collecting or we're
19 downloading the custodian's mailboxes, and
20 then that's disconnected from our internet
21 connection.

22 Q. And I take it, when you say stand-alone, you
23 mean it's not used for any purpose except
24 for the purpose of gathering those e-mails,
25 collecting them?

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

Page 108

1 A. Yes, sir.

2 Q. Do you have wifi in the Computer Forensic
3 Services's office here in Minnesota?

4 A. When we have guests, sometimes we host
5 depositions, we will activate a guest wifi
6 network for them, but we don't have a wifi
7 network.

8 Q. Okay. Do employees in your Minnesota office
9 ever browse the internet?

10 MR. CHESTER: Object to the form.

11 BY MR. HILL:

12 Q. From your office location, to your
13 knowledge.

14 A. If there is a need to do so related to a
15 case, then a task-specific computer would be
16 connected to our internet connection to do
17 that, then when that work is done, it's
18 disconnected.

19 Q. Okay. And what about browsing using
20 handheld devices?

21 A. We don't control their handheld devices.

22 So if they want to, you know,
23 browse Drudge Report during lunch on their
24 phone, that's fine with me.

25 Q. Do your office personnel receive some type

1 of dedicated cell phone or other handheld
2 device for strictly use on Computer Forensic
3 Services projects?

4 MR. CHESTER: Object to the form.

5 A. No.

6 BY MR. HILL:

7 Q. So you're familiar with the phrase BYOD?

8 A. Yes.

9 Q. Would you say you're a BYOD environment?

10 MR. CHESTER: Object to the form.

11 A. Only when it comes to personal cell phones.

12 BY MR. HILL:

13 Q. Right. Okay.

14 Just for the record, BYOD means
15 bring your own device, right?

16 A. Yes, it does.

17 Q. Okay. Thank you. Appreciate that.

18 MR. HILL: Let's mark this as the
19 next exhibit. It will be Exhibit 3.

20 (At this time LANTERMAN Deposition
21 Exhibit 3 was marked for identification
22 by the Court Reporter.)

23 BY MR. HILL:

24 Q. The Court Reporter has handed you Exhibit 3.

25 Do you recognize this exhibit?

1 A. I do. It appears to be a report that I
2 submitted in a lawsuit in Federal Court here
3 in Minnesota.

4 Q. And from the top line on every page of the
5 document it looks like this was a document
6 that was filed in connection with a court
7 case in May of 2012; is that right?

8 A. I think that's correct.

9 Q. And can you just turn to page 7 of the
10 eight-page document? It will be the
11 next-to-last page.

12 A. Okay.

13 Q. Do you recognize this as a page from your CV
14 as it existed in or about April/May 2012?

15 A. Yes, it appears to be.

16 Q. So looking down the education, it looks like
17 you graduated Upsala College? Am I
18 pronouncing that correctly?

19 A. Upsala.

20 Q. Upsala College with a bachelor of science in
21 computer science in 1988?

22 A. Yes.

23 Q. Okay. And where is Upsala?

24 A. Scenic East Orange, New Jersey.

25 Q. Okay. Is that where you grew up?

1 A. I grew up -- I was born in northern
2 New Jersey, but I grew up in Philadelphia
3 and went to school in East Orange because it
4 was near my grandparents where I lived.

5 Q. Okay. And then it looks like you got a
6 master's in computer science in 1990; is
7 that correct?

8 A. Yes, sir.

9 Q. And was that also from Upsala?

10 A. Yes, sir.

11 Q. Okay. Were you working while you were doing
12 your master's coursework?

13 A. Yes, sir.

14 Q. Okay. Is this when you were self-employed
15 working on computers?

16 A. Yes, but I was a lifeguard as well.

17 Q. Okay. You mentioned at the very bottom, the
18 last two entries, I don't think we've talked
19 about either of these, the John Reed
20 Advanced Interrogation Training. What is
21 that?

22 A. As a police investigator, I primarily did
23 two things: I analyzed electronic evidence
24 and I got confessions. So I was an
25 interrogator.

1 Q. What did the training -- what did that
2 training consist of? Was it a week?
3 Two weeks?
4 A. I believe it was a two-week course, Monday
5 through Friday, 9 to roughly 5.
6 Q. And you did that while you were an officer
7 for which department?
8 A. That was when I was with Hopkins and the
9 Secret Service.
10 Q. And is Hopkins suburban Philadelphia, or am
11 I mixing my police departments now?
12 A. Yeah. Hopkins is a suburb of Minneapolis.
13 It's due west of here.
14 Q. Okay. What about -- it says Search Internet
15 Investigation Training, what is that?
16 A. Search is an organization that conducts
17 training for, typically, law enforcement. I
18 don't know if they offer training to
19 civilians. They may. And that was -- I
20 don't recall if that was one week or
21 two weeks.
22 Q. What's the focal -- what kind of internet
23 investigation training are they supplying?
24 A. Well, the training dealt with a few things.
25 It had to do with collecting social media

1 artifacts, and that was, you know, back
2 probably right around the time Myspace
3 started.

4 It had to do with dark web
5 investigations, child pornography
6 investigations.

7 Q. So is this learning, like, techniques for
8 searching on the internet for probative
9 information relating to an investigation?

10 A. Yes, it's that, and how to properly collect
11 that evidence. Their training was you can't
12 just print out a website and that's good
13 enough, it doesn't work like that, you need
14 to do a little bit more.

15 So I thought it was good training.
16 It was a worthwhile use of time.

17 Q. And you said it was one to two weeks?

18 A. Yeah, I don't recall. It was one to two
19 weeks. It was no longer than two.

20 Q. What year was that?

21 A. I don't recall.

22 (At this time LANTERMAN Deposition
23 Exhibit 4 was marked for identification
24 by the Court Reporter.)

25 BY MR. HILL:

1 Q. The Court Reporter has handed you Exhibit 4.

2 Do you recognize this as a page

3 from your CV, circa 2010?

4 A. I think so. I don't know what my CV -- I

5 don't remember what it would look like in

6 2010, but from the filing stamp -- I have no

7 reason to believe that this is not my CV

8 from that time period.

9 Q. I'll represent to you that this was taken as

10 an exhibit to a report or an Affidavit that

11 you had filed in connection with a court

12 case in February of 2010.

13 A. Sure.

14 Q. So you don't have any reason to disagree

15 with the authenticity of this --

16 A. Oh, no. In fact, I think I know the case

17 this was.

18 Q. What case was that?

19 A. I think it was the Intoxilyzer source code

20 analysis in front of Judge Donovan Frank.

21 Q. Yes.

22 A. That was an interesting case. My clients

23 weren't happy, but . . .

24 Q. I've actually had a case in front of Judge

25 Frank years ago.

1 I represented five of 255 patent
2 infringement defendants that were sued in
3 the same case. It was a multi-district
4 case. That's the one exception to the class
5 action --

6 MR. HILL: Okay. Let's mark this
7 as Exhibit 5.

8 (At this time LANTERMAN Deposition
9 Exhibit 5 was marked for identification
10 by the Court Reporter.)

11 BY MR. HILL:

12 Q. The Court Reporter has handed you Exhibit 5.

13 I'll ask you to take a look at that
14 and let me know if you recognize it.

15 MR. CHESTER: Are you done with
16 Exhibit 4?

17 MR. HILL: Yes.

18 A. I'm not sure if I recognize this. I think I
19 remember the case this was about. The
20 formatting is a little bit different than
21 what I usually do. I remember the case and
22 I think this is accurate. I just don't
23 recall.

24 BY MR. HILL:

25 Q. Turn to page 8, and just tell me whether or

1 not you recognize that as your signature on
2 the document.

3 A. Yes, it is.

4 Q. And if you look at paragraph 24, immediately
5 above it, it says, "I hereby declare that
6 all statements made herein of my own
7 knowledge are true, and that all statements
8 made on information and belief are believed
9 to be true. I further declare that all of
10 my statements are made with knowledge, and
11 that willful false statements are punishable
12 by fine or imprisonment or both under
13 Section 1001 of Title 18 of the U.S. Code."

14 Do you see that?

15 A. Yep, I see that.

16 Q. So you understood, when you signed this,
17 that this was written testimony that was
18 being submitted in a patent trial and appeal
19 board proceeding before the U.S. Patent and
20 Trademark Office, correct?

21 A. Yes. If this was what I submitted then,
22 yes, that was my understanding.

23 Q. Can you turn a few pages farther to the page
24 that looks like that? It's an exhibit
25 (indicating).

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

Page 117

- 1 A. Okay.
- 2 Q. Is this your professional résumé as it
3 existed last year?
- 4 A. I believe so, yes.
- 5 Q. So if you note under Education and
6 Certifications, it says "Harvard University
7 cyber security."
- 8 A. Yes.
- 9 Q. When did you attend Harvard University?
- 10 A. It was last year.
- 11 Q. How long were you at Harvard for?
- 12 A. I believe it was a five-month program.
- 13 Q. How frequently -- how many courses did you
14 take during the five-month program?
- 15 A. It was the one course, cyber security.
- 16 Q. Did the course -- did you receive credit
17 towards a doctoral degree as a result of the
18 course taken?
- 19 A. Not that I know of.
- 20 Q. Are you working towards a doctorate in
21 computer science or any related field?
- 22 A. No.
- 23 Q. Did you receive a degree from Harvard as a
24 result of having taken this course?
- 25 A. I received -- that course was a certificate

1 program. So I received a certificate.
2 Q. Where is that certificate?
3 A. At my office.
4 Q. Now, the five-month program in 2018, was it
5 during the first half of the year, second
6 half of the year, both?
7 A. Middle.
8 Q. Middle of the year?
9 A. Yeah. My recollection is it was probably
10 started maybe end of spring until the
11 beginning of fall or so.
12 Q. Did you actually go to Cambridge,
13 Massachusetts for this course?
14 A. Not for that. My daughter was a student
15 there, so, yes, I went there, but not for
16 this class.
17 Q. Where did you take this class?
18 A. It's a remote course. It met once a week,
19 but then you had significant readings during
20 the course of the week.
21 Q. When you say met once a week, how did that
22 work?
23 A. That was online.
24 Q. I've never -- you'll have to excuse me,
25 because I'm old school, and I finished my

1 own class work before there was such thing
2 as online education.

3 How do the classes work in the
4 online environment?

5 A. So actually pretty great. It was all -- it
6 was done kind of something ala Skype, like
7 video chats, and the instructors and guest
8 speakers would have videos, you'd watch the
9 videos, you'd have online, I guess,
10 conversations with your classmates
11 discussing the topics that you're covering
12 that week.

13 So it was actually harder than I
14 expected it to be.

15 Q. Did you have to apply to be accepted into
16 this program?

17 A. I had to fill out an application.

18 Q. Is this Harvard University or is this the
19 extension school?

20 A. I don't know. It says Harvard University.
21 So I'm not sure.

22 Q. Do you know what the Harvard University
23 Extension School is?

24 A. Yes.

25 Q. Okay. But you don't know whether or not you

1 sent the application for the cyber security
2 to the Harvard extension school as opposed
3 to the main Harvard admissions department?

4 A. I don't recall.

5 Q. You alluded to faculty for the course. Who
6 were the instructors for the course?

7 A. At Harvard?

8 Q. Yes.

9 A. It was a former Whitehouse cyber security
10 advisor.

11 Q. Do you know his name?

12 A. I don't recall. I could get it for you. I
13 just don't recall.

14 Q. What do you recall about the topics in cyber
15 security that were studied during the
16 five-month program?

17 A. There were a lot of topics.

18 Q. Let me ask it a different way, because
19 you've already expressed a lot about a lot
20 of different topics this morning.

21 Are there any topics that you
22 studied at the cyber security course that
23 you took last year that were not topics that
24 you had been exposed to through other
25 courses that you've been involved in?

1 MR. CHESTER: Object to the form.

2 A. I'm sure there were.

3 BY MR. HILL:

4 Q. Tell me what was new that you recall from
5 that course that you hadn't studied or
6 taught before.

7 A. I think the same topics that I've studied
8 before. I just don't recall. I don't
9 recall anything new.

10 Q. We talked a little bit this morning about
11 denial of service attacks.

12 Are you familiar with the term
13 distributed denial of service?

14 A. Yes.

15 Q. What is a distributed denial of service?

16 A. A distributed denial of service would be
17 much more successful. You would use
18 multiple attack vectors, multiple devices.

19 You're controlling essentially an
20 army from a single point in order to launch
21 the attack.

22 Q. So multiple attack vectors, by that are you
23 talking about attacks from multiple
24 different IP addresses?

25 A. Yes. And from multiple different devices.

1 Q. Are you familiar with the term proxy server?

2 A. Yes.

3 Q. Are you familiar with the term proxy server
4 in the context of a distributed
5 denial-of-service attack?

6 MR. CHESTER: Object to the form.

7 A. No.

8 BY MR. HILL:

9 Q. Okay. What's a proxy server?

10 A. A proxy server -- well, exactly what it's
11 called. It acts as a -- it's essentially a
12 gateway that acts as a proxy. I don't like
13 using a word to describe itself, but I don't
14 know how else to describe it.

15 Q. Would a proxy server have the same IP
16 address as another server or would it have a
17 unique IP address?

18 MR. CHESTER: Object to the form.

19 BY MR. HILL:

20 Q. To your knowledge.

21 A. I think it depends on how it was configured.

22 Q. So it could be configured either way
23 conceivably?

24 MR. CHESTER: Object to the form.

25 A. Yes.

1 BY MR. HILL:

2 Q. Are you familiar with the term
3 man-in-the-middle attack?

4 A. Yes.

5 Q. What's a man-in-the-middle attack?

6 A. Man-in-the-middle attack is essentially the
7 attacker is in between you and what you are
8 attempting or what you have connected to,
9 and is either -- the man in the middle is
10 either impersonating you, going to your
11 destination, or is simply listening in on
12 what you're doing, what you're transferring.

13 We see man in the middle attacks
14 primarily in attacks against websites in
15 stealing user names and passwords at hotels
16 and sporting events.

17 Q. Are you familiar with the term IP spoofing?

18 A. Yes.

19 Q. What's IP spoofing?

20 A. IP spoofing is if I take on an IP address in
21 an effort to mask myself and appear to be
22 coming from a destination other than where
23 I'm actually coming from.

24 Q. How difficult is it to launch an IP spoofing
25 attack?

1 MR. CHESTER: Object to the form.
2 BY MR. HILL:
3 Q. Let me rephrase.
4 How difficult is it to engage in IP
5 spoofing?
6 A. Very easy.
7 Q. Are you familiar with the term replay
8 attack?
9 A. How is that being used?
10 Q. I'm just asking the questions.
11 A. Replay attack? I think I know --
12 Q. Tell me the context in which you are
13 familiar with the phrase replay attack.
14 A. You know, I'm hesitant, because I'd be
15 speculating. I don't know how that's being
16 used.
17 Q. Okay. You testified this morning about some
18 of the coursework in which you -- and
19 speeches you've given where phishing has
20 been a topic. I don't think I ever asked
21 you for an explanation as to what phishing
22 actually encompasses, so why don't you tell
23 me what phishing is.
24 A. Sure. Well, I cover that topic in almost
25 all of my seminars because I think it's, in

1 my experience, that's how most attacks are
2 carried out.

3 And essentially, if I'm the
4 attacker, and you're my intended victim, I
5 will send you an e-mail saying -- maybe I
6 impersonate your law firm's managing
7 partner, and you are in charge of HR at the
8 law firm, and I impersonate your managing
9 partner and I say, Hey, I need a copy of all
10 W-2 information right away, chop-chop.

11 Well, when you receive an e-mail,
12 typically you see the person's name and
13 you're going to recognize your managing
14 partner, but most people don't look at the
15 e-mail address, so they just hit reply,
16 attach the W-2 information, and off it goes.

17 So phishing -- in my experience,
18 hackers need our help, they try to trick us,
19 and usually that's how they do it.

20 Q. Do you know what a drive-by attack is?

21 A. I think I know how it's being used.

22 Q. In your experience, what does a drive-by
23 attack refer to?

24 A. Well, I refer to it as -- it could be called
25 drive-by. I refer to it as war driving.

1 Q. As what?

2 A. War driving.

3 Q. W-A-R?

4 A. Yes.

5 Q. Okay.

6 A. And basically, you get in a car and you
7 drive around some targets that you're
8 interested in attacking, and you try to find
9 open networks that let you launch the
10 attack. That's how TJ Maxx was breached.
11 They had an open wifi, the attacker sat in
12 the parking lot and stole a bunch of credit
13 card numbers.

14 So it's just driving around trying
15 to find a good target.

16 Q. Got it.

17 Have you ever heard of a drive-by
18 attack in the context of, like, planting
19 some type of malicious script into http code
20 on a website so that when somebody else
21 browses it, it comes across that code, and
22 it infects their browser?

23 A. Yes, I have seen that.

24 Q. You call it something else?

25 A. I just call it malicious code.

1 Q. Okay. Do you know what a brute force
2 password attack is?

3 A. Yes.

4 Q. What's a brute force password attack?

5 A. If -- well, if you retain me on a case, I
6 have a computer, there's a key document that
7 you have to access, but the former employee
8 password-protected it, and you can't get
9 into it, and none of the known passwords
10 work, often you need to resort to brute
11 force password attacking, which essentially
12 means you have to guess every password until
13 you get one that's right.

14 It's not very efficient, it can
15 take a long time, depending on the length of
16 the password, but sometimes it's your only
17 option.

18 Q. Are there computer programs that people have
19 designed to try to engage in the practice of
20 brute force password attacking?

21 A. Yes.

22 Q. Are you familiar with the term injection --
23 dictionary attack?

24 A. Yes.

25 Q. What's a dictionary attack?

1 A. Going back to the last example, if we have a
2 Word document, and I'm trying to guess the
3 password, before I would start a brute force
4 attack, I would try to take a dictionary
5 file, and hopefully you used a word from the
6 dictionary as your password, maybe I turn
7 E's into 3s, or something like that, to
8 change it up a little bit, but basically you
9 are hoping that the person who applied the
10 password used a word or a derivative of a
11 word that's found in the dictionary.

12 Q. Can that be used by -- can dictionary
13 attacks be used by people who have malicious
14 intent to try to obtain third-party password
15 information?

16 MR. CHESTER: Object to the form.

17 BY MR. HILL:

18 Q. In your experience.

19 A. Yes.

20 Q. Do you know what a cross-scripting attack
21 is?

22 A. A cross-scripting attack?

23 I'm not sure how that's being used.

24 I don't.

25 Q. Okay. What about an SQL injection attack?

1 A. Yes.

2 Q. What's an SQL injection attack?

3 A. If I wanted to get a TV set, and I go to
4 BestBuy.com and I can buy a TV set, I can
5 launch an attack against the database behind
6 the website and change the price from a
7 \$1,000 down to \$10, and then buy my \$10 TV
8 set.

9 So I force data into the database
10 that it was not anticipating, so it doesn't
11 know what to do, and then you can take
12 advantage of that.

13 Q. Can an SQL injection attack cause the
14 deletion of data from a database?

15 MR. CHESTER: Object to the form.

16 BY MR. HILL:

17 Q. In your experience.

18 MR. CHESTER: Same objection by the
19 way.

20 A. I don't know.

21 BY MR. HILL:

22 Q. But it can insert data --

23 MR. CHESTER: Object to the form.

24 BY MR. HILL:

25 Q. -- into a database?

1 A. Yes.

2 Q. Can it change data?

3 MR. CHESTER: Object to the form.

4 BY MR. HILL:

5 Q. Like, in your example of -- it can change
6 the data from \$1,000 for a TV to \$9.99 --

7 A. Yes.

8 Q. -- conceivably?

9 A. Yes.

10 Q. Have you encountered virus attacks in your
11 career?

12 MR. CHESTER: Object to the form.

13 A. Yes.

14 BY MR. HILL:

15 Q. What's a virus attack?

16 A. Well, a virus is a malicious piece of
17 software that does something bad. Whatever
18 the programmer, whatever the developer,
19 wanted it to do. Often in our practice we
20 see malicious software being delivered via
21 e-mail, or a link in an e-mail.

22 Now, maybe as your manager partner
23 I send you an e-mail saying, Hey, I think
24 your billing is off this month, take a look
25 at this. You open it up and it's actually

1 not your billing records, it just gives you
2 an error message and you think, Well, I'll
3 talk to him later, and what you don't
4 realize is now you just inadvertently
5 allowed me to install malware on your
6 computer.

7 Q. Is a Trojan horse example an example of a
8 virus attack?

9 A. I would think so, yes.

10 Q. What's a Trojan horse?

11 A. Trojan horse would be if I sent you a Word
12 document and I said, Hey, your billings are
13 off, and when you open it, embedded inside
14 that Word document I have a macro that then
15 executes malicious code.

16 So it's an attack that's disguised
17 as something innocuous.

18 Q. What's a worm?

19 A. A worm is a malicious piece of software that
20 just spreads and grows, and goes from here
21 to there to there to there, and it can do
22 whatever it's told to do.

23 Q. Is it a type of virus?

24 MR. CHESTER: Object to the form.

25 A. I don't know. I think it depends on

1 someone's perspective.

2 BY MR. HILL:

3 Q. Okay. Can computer viruses be used to
4 delete data on somebody else's computer?

5 MR. CHESTER: Object to the form.

6 A. Yes.

7 BY MR. HILL:

8 Q. Can viruses be used to modify data on
9 someone else's computer?

10 MR. CHESTER: Object to the form.

11 A. It depends on the malicious software, but
12 yeah, sure.

13 BY MR. HILL:

14 Q. Is it conceivable that a virus attack could
15 add data to a computer?

16 MR. CHESTER: Object to the form.

17 A. Yes.

18 BY MR. HILL:

19 Q. Have there been cases where viral attacks
20 have resulted in the erasure of data from
21 hard drives or databases?

22 MR. CHESTER: Object to the form.

23 Are you asking cases he's dealt
24 with or just generally?

25 BY MR. HILL:

1 Q. I'm just asking your awareness as an expert
2 in the industry, are you aware of cases
3 where that has happened?

4 A. Yes.

5 MR. CHESTER: Object to the form.

6 BY MR. HILL:

7 Q. What's a Zeus attack?

8 A. A Zeus attack is typically used to steal
9 banking credentials, financial credentials.
10 It's usually delivered via e-mail.

11 Q. What does the e-mail look like in a Zeus
12 attack, the opening e-mail?

13 A. Well, it looks like an e-mail. You know,
14 maybe it says something -- I had a case, and
15 it was an e-mail purportedly from the FDIC,
16 it was a fraud alert to local businesses
17 saying, Be on the lookout, there are
18 counterfeit cashier checks being passed in
19 your area. These are very good
20 counterfeits, they're very difficult to
21 detect, if you want to see what they look
22 like, click here.

23 So, well, it's a fraud alert, so I
24 want to be safe, so I'm going to click and
25 I'm going to look at this, and that

1 downloaded Zeus, which acted as a key
2 logger, that collected logging credentials
3 that then allowed the criminals to wire --
4 fraudulently wire a lot of money.

5 Q. Is a key logger a way that a determined
6 attacker can obtain password information
7 from an unsuspecting victim?

8 MR. CHESTER: Object to the form.

9 A. Yes.

10 BY MR. HILL:

11 Q. Is the way that that happens, is that after
12 opening the link in the e-mail, or opening
13 it up to look at the phony cashier check,
14 the Zeus program will then kind of keep a
15 record of when you key in your password on,
16 for example, your banking website, and it
17 will pass that information on to the
18 attacker; is that right?

19 A. Yeah. So typically what we've seen is Zeus
20 will actually download a bunch of other bad
21 stuff, and usually, in our cases, we see the
22 first thing that it downloads is a key
23 logger.

24 So a key logger will record
25 everything that you type. So it's more than

1 just user names and passwords. User names
2 and passwords are a subset, that's the gold
3 nugget in that theft is the credentials, but
4 it's everything that you're typing, and then
5 that typically gets sent back to the bad
6 guy.

7 So, for example, if I see that you
8 are typing www.mybank.com, then the next
9 thing I see is first initial, last name,
10 that's probably your user name, and then the
11 next thing I see that's probably your
12 password, and then the criminal will go to
13 mybank.com and attempt to log in as you.

14 (At this time LANTERMAN Deposition
15 Exhibit 6 was marked for identification
16 by the Court Reporter.)

17 BY MR. HILL:

18 Q. Okay. You have Exhibit 6 in front of you.

19 Do you recognize it?

20 A. I believe that this is a printout of our
21 company's website.

22 Q. Who at your company is responsible for the
23 day-to-day content and maintenance of your
24 website?

25 A. Mike Olson.

1 And Mike works with a web
2 developer -- or currently is working with a
3 web developer to work on our site, but the
4 maintenance has been delegated to Mike.

5 Q. Okay. Is there anybody designated
6 internally at Computer Forensic Services who
7 deals with your web developer or web
8 designer?

9 A. Mike Olson.

10 Q. I'm sorry. I may have gotten confused. I
11 thought Mike Olson was the outside person.

12 A. No. Mike Olson works for me, and Mike Olson
13 is responsible for the web page, but
14 primarily he works with an outside web
15 developer.

16 Q. Okay. I apologize I totally got that wrong.
17 That wasn't a name that I had heard before,
18 and it's not a name that's mentioned on your
19 management team.

20 A. That's why we're updating the website.

21 Q. Got it.

22 What is his background?

23 A. Mike Olson is the former security whip for
24 Vice-President Dick Cheney. He was a
25 supervisor with the U.S. Secret Service.

1 Q. And how long has he been with Computer
2 Forensic Services?
3 A. About a year.
4 Q. Before Mr. Olson joined Computer Forensic
5 Services, who was responsible for the
6 website?
7 A. It would have been someone else. I don't
8 know.
9 Q. Okay. Can you turn to page 3 of the
10 exhibit, please?
11 A. (The Witness complying.)
12 Q. Do you see the sentence below media that
13 starts with your name?
14 A. Yes.
15 Q. That sentence reads, "Mark Lanterman, Kyle
16 Loven, Mike Olson" -- there he is -- "and
17 the team at CFS are often asked to discuss
18 recent cyber security trends, high-profile
19 data breaches, online vulnerabilities, and
20 security best practices."
21 Right? Do you see that?
22 A. Yes.
23 Q. So what is the definition of a security best
24 practice, as that term is used?
25 MR. CHESTER: Object to the form.

1 A. Well, in this context we're often contacted
2 by the media whenever some sort of higher
3 profile cyber event occurs. They like to
4 speak with us just because of our
5 backgrounds; Kyle, former FBI; Mike, former
6 Secret Service; myself.

7 But when we are giving these
8 interviews, we don't just want to scare
9 people, so we try to share with their
10 viewers some help-yourself tips, and what we
11 consider to be best practices; here are ways
12 that you can take responsibility for your
13 own security, government is not going to do
14 it for you. That's how it's intended here.

15 BY MR. HILL:

16 Q. This morning you used the term advisable. I
17 asked you if use of a firewall in the
18 context of a computer system that's going to
19 have communication over the internet was --
20 if the use of firewall technology was
21 considered a best practice, and I believe
22 your answer was it's advisable.

23 A. Yes.

24 Q. Is everything that's advisable, in the field
25 of computer security or cyber security, a

1 "best practice," or is there a difference
2 between those?

3 MR. CHESTER: Object to the form.

4 A. Yeah, I can't answer that, because it's like
5 asking, Is this the best desk for every law
6 firm? You know, it's okay here. You know,
7 it depends.

8 So I don't want to say, yes, I
9 think it's advisable. I think it's a good
10 idea, I think it's a good start, depending
11 on how you're organized, depending on your
12 IT infrastructure, depending on how you're
13 going to use it.

14 I can't think of a reason not to
15 spend \$2,000 on a firewall, but I just can't
16 answer that question. It depends.

17 BY MR. HILL:

18 Q. When you're providing these security best
19 practices in connection with interviews that
20 you're doing, or media appearances and
21 whatnot, do you try to focus on things that
22 are cost effective for everyday people?

23 MR. CHESTER: Object to the form.

24 A. It depends on the interview, but typically,
25 yes, because the audience isn't a bunch of

1 IT people, the audience, the 6 o'clock new's
2 audience, isn't going to be a room full of
3 CISO, and so these are everyday people who
4 hear all of these horror stories about
5 hacking.

6 So we try to give them, not just
7 cost effective, I mean, free, you know, Here
8 are things you can do for free to help
9 protect yourself.

10 BY MR. HILL:

11 Q. This morning when you talked about the Palo
12 Alto Network's appliance, what is your
13 understanding of what the cost of that
14 appliance is?

15 MR. CHESTER: Object to the form.

16 BY MR. HILL:

17 Q. If you know.

18 A. It depends on the organization that they're
19 trying to sell it to. They don't have --
20 from documents that I have seen I think the
21 company sometimes try to figure out how much
22 can you afford, and so that's how much we're
23 going to charge you.

24 Every client seems to have a
25 different number for the exact same thing,

1 at least in cases that I get involved in.

2 That being said, I do like their
3 pricing structure in that they offer it
4 almost like a subscription, so instead of
5 paying Fire Eye \$200,000 for this really wow
6 piece of hardware, you can sign up with a
7 company like Palo Alto for X number of
8 dollars a month, with a guarantee that
9 you're on the hook for X number of months.

10 So it's more of a subscription
11 basis, so it's a lower cost entry, as
12 opposed to some of their competitors. So I
13 like that.

14 Q. \$200,000 is the price of the Fire Eye
15 appliance that we were talking about this
16 morning?

17 MR. CHESTER: Object to the form.

18 A. It depends on the organization, but some of
19 their appliances are very expensive. You
20 know, I haven't looked at their current
21 pricing list, but it wouldn't surprise me.

22 BY MR. HILL:

23 Q. In 2014 how much would it have cost BRC,
24 buildingreports.com, if they had wanted to
25 have a subscription to the Palo Alto

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

Page 142

1 Networks appliance?

2 MR. CHESTER: Object to the form.

3 A. I don't know.

4 BY MR. HILL:

5 Q. Okay. How much would Fire Eye have charged
6 BRC in 2014 for the use of their appliance?

7 MR. CHESTER: Object to the form.

8 A. I don't know. I don't know what the needs
9 of BRC would be, so I have no idea.

10 BY MR. HILL:

11 Q. Okay. What do you know about BRC?

12 A. I know that they make or designed -- I think
13 it's actually pretty cool, it's my
14 understanding is, for example, if you have
15 fire detectors, you have to inspect them,
16 it's a way to help -- I can't say automate,
17 but it's a way to easily manage those
18 inspections and record everything for
19 whatever types of audits could be performed.

20 Q. Do you know how many employees BRC had in
21 2014?

22 MR. CHESTER: Object to the form.

23 A. No.

24 BY MR. HILL:

25 Q. Do you know what their revenues were in

1 2014?

2 A. No.

3 Q. Okay. Do you know what their profitability
4 was in 2014?

5 A. No.

6 Q. Okay. How much is Proof Point? How much is
7 the Proof Point product that we were
8 discussing this morning?

9 MR. CHESTER: Object to the form.

10 A. Proof Point is -- I think it's \$8 a month,
11 \$7 a month. Something like that.

12 BY MR. HILL:

13 Q. Okay. And that's an e-mail solution, right?

14 A. Yes. And I believe they're expanding that.

15 I know that initially Proof Point
16 was all about e-mail, and now that they've
17 developed a really great product, I know
18 that they're expanding their offerings. I
19 don't know what those offerings are or how
20 much they are.

21 Q. When you tested it, as you testified to this
22 morning, were you only testing
23 e-mail-related capabilities, or were you
24 testing other capabilities that didn't have
25 anything to do with e-mail?

1 A. Well, it had to do with e-mail, but it had
2 to do with a malicious attachment that was
3 in an e-mail.

4 So it was e-mail related, but it's
5 more than just e-mail.

6 Q. Makes sense.

7 Have you tested any appliance, as a
8 result of your engagement in this case, to
9 determine how it would have potentially
10 worked in connection with the facts of this
11 case?

12 MR. CHESTER: Object to the form.

13 A. I don't think so, no.

14 BY MR. HILL:

15 Q. Is there literature in the cyber security
16 industry that speaks to what security best
17 practices are?

18 MR. CHESTER: Object to the form.

19 A. I believe so, yes.

20 BY MR. HILL:

21 Q. Did you consult any literature in the cyber
22 security industry as you were putting
23 together your report in this case?

24 A. I don't think so.

25 Q. Okay. Are there surveys -- hold on.

1 You used a term CISO earlier, and
2 I'll save the Court Reporter the need to ask
3 you at a break how that is spelled. Is that
4 C-S-O?

5 A. It's C-I-S-O, and it stands for Chief
6 Information Security Officer.

7 Q. Okay. Are there surveys of chief
8 information security officers or chief
9 technology officers, or other knowledgeable
10 people in the industry, asking about what
11 they consider to be best practices for cyber
12 security?

13 MR. CHESTER: Object to the form.

14 A. I'm sure there are. My experience is CISO's
15 talk amongst themselves at conferences and
16 things like that.

17 A lot of them are tight-lipped, so
18 they don't necessarily participate in online
19 discussions or anything like that.

20 I'm sure if I looked I could find
21 something, but I don't know of any
22 specifics.

23 BY MR. HILL:

24 Q. Okay. For Computer Forensic Services, when
25 you're talking about something being a

1 security best practice, either on your
2 website or in interviews or other articles
3 that you may author, is the effectiveness of
4 the practice in preventing an attack
5 something that you take into consideration?

6 A. Yes.

7 Q. Is the cost of deploying the practice
8 something that you take into consideration?

9 A. It depends on the audience. You often get
10 what you pay for, but not always. So I
11 think it depends.

12 I try to be mindful. We don't sell
13 products, so when we make a recommendation
14 that an organization use a product like
15 Proof Point, it's because we really believe
16 in it, it's not because we're getting some
17 vendor kickback from the manufacturer or
18 anything like that.

19 We don't sell products. You know,
20 we don't have any endorsement deals or
21 anything like that.

22 Q. Can you ever recall an instance where you
23 singled out a specific product or service in
24 the marketplace and said, That's a security
25 best practice, using that?

1 A. I can't say it's a best practice. It's more
2 holistic than that.

3 It's like having anti-virus
4 software. It's a good idea, it doesn't
5 always work, but it's better than nothing.
6 Is it a best practice? Some would say yes;
7 some would say no. So I think it depends.

8 I will tell you that I have
9 recommended Proof Point to my clients in the
10 past, because when I tested it, it was the
11 only product that caught a specific piece of
12 malware that I was testing.

13 So I'm comfortable recommending
14 Proof Point.

15 Q. Other than effectiveness or, to the extent
16 it applies cost, what other factors do you
17 take into consideration in determining
18 whether a security practice is a "best
19 practice"?

20 A. And, again, it's going to be tough to
21 answer. It depends on what my client is.

22 What I mean by that is, if your law
23 firm engages in high profile, big dollar,
24 controversial litigation, you may want to do
25 things a little differently than a sole

1 practitioner that represents renters that
2 sue their -- try to complain about their
3 landlord.

4 So you need to take into account
5 what your organization does, what are the
6 risks to your organization, what types of
7 threats, if any, could you be facing, the
8 physical, the cyber, the networking, and
9 then putting a solution in place that's best
10 for you.

11 Like, if you have a law firm of two
12 people, maybe your best approach is to
13 encrypt data and share it using DropBox. If
14 you are a law firm of a thousand people, and
15 you're working on very high dollar
16 litigation involving medical device designs,
17 maybe you don't just want to put that on
18 DropBox.

19 So, you know, I can't say this is
20 best practice. It just depends. It's like
21 saying this is the best car. Maybe for me;
22 maybe not for you.

23 Q. Makes sense.

24 Now, if I just ask you about what
25 security practices are reasonable to use,

1 does your analysis change at all from what
2 you just described in terms of how you would
3 go through the exercise of determining
4 whether something should be recommended as a
5 best practice?

6 MR. CHESTER: Object to the form,
7 calls for a legal conclusion.

8 A. I don't think it would change, because in
9 the first instance, I'm still going to try
10 to do -- I'm still going to try to come up
11 with a reasonable solution for you, and I
12 don't think it would change.

13 BY MR. HILL:

14 Q. You'd still want to look at the
15 effectiveness of what you're recommending
16 potentially?

17 A. Absolutely.

18 Q. And you'd want to take into consideration
19 the individualized factors of who you're
20 making a recommendation to; is that fair?

21 A. Yes.

22 MR. CHESTER: Object to the form.

23 BY MR. HILL:

24 Q. And conceivably you could also consider the
25 cost effectiveness of the procedure in

1 question; is that correct?

2 MR. CHESTER: Object to the form.

3 A. Yes.

4 MR. HILL: Let's take a short
5 break.

6 VIDEOGRAPHER: We are going off the
7 record at 1:56 p.m.

8 (Whereupon, a recess was taken.)

9 (At this time LANTERMAN Deposition
10 Exhibit 7 was marked for identification
11 by the Court Reporter.)

12 VIDEOGRAPHER: We are back on the
13 record. This is media number 4 in the
14 deposition of Mark T. Lanterman taken on
15 June 6, 2019. The time now is 2:17 p.m.

16 BY MR. HILL:

17 Q. Okay. Mr. Lanterman, the Court Reporter has
18 handed you Exhibit 7.

19 This is a copy of your report in
20 this case, correct? Take your time.

21 A. Yes.

22 Q. Did anyone at Computer Forensic Services,
23 other than yourself, participate in the work
24 that resulted in the final report of this
25 case?

1 A. I had my attorney son proofread it. He
2 works for me.

3 Q. What's his name?

4 A. Sean.

5 Q. Last name?

6 A. Lanterman.

7 Q. Oh, that's your son?

8 A. Yeah, I just had him make sure I didn't have
9 any grammatical errors or typos.

10 Q. Well, you get great style points for
11 readability.

12 A. Thank you. I wanted to keep it short.

13 Q. I appreciate it.

14 So you have a list of prior cases
15 starting at, I guess it's an appendix, just
16 behind page 20 of the report. It starts
17 immediately after that.

18 Do you see that?

19 A. Yes.

20 Q. Okay. Can you, using this as a guide, can
21 you identify any of the prior cases where
22 you've testified on the topic of "reasonable
23 security precautions" being either that
24 reasonable security precautions were being
25 used or that reasonable security precautions

1 were not being used?

2 MR. CHESTER: Object to the form.

3 A. I don't know if I can for two reasons: One
4 is memory, and in each case I do have
5 confidentiality agreements in place. So I
6 don't know how I can answer that.

7 BY MR. HILL:

8 Q. I may be able to get to the bottom of it
9 quickly here, because if your memory
10 problems don't allow you to recall any prior
11 case in which you've testified as to the
12 existence or non-existence of reasonable
13 security precautions, the confidentiality
14 part doesn't matter, right?

15 A. No, I agree. I understand.

16 Q. So, based on memory, and without identifying
17 any specific case at this point, are there
18 any cases that you can recall from memory in
19 which you have testified to the use or
20 non-use of "reasonable security precautions"
21 before?

22 A. It's hard to say, because a lot of my cases
23 I am talking about security events that
24 occurred.

25 Typically in my testimony I'm not

1 offering advice on how to make things
2 better, and I'm not usually critiquing
3 someone's lack of security or how great
4 their security was.

5 For example, the one case you put
6 in front of me on Stratasys, if I recall
7 correctly, I think that involved allegations
8 of theft of intellectual property. So I
9 would have commented on what occurred in
10 that case.

11 I don't think -- I don't recall
12 commenting on something being best practices
13 or not. I would want to go back and read my
14 report.

15 Same thing in the second bullet
16 point, the Edgewell case, and a lot of my
17 testimony cases involve theft of IP, so I'm
18 talking about security and security
19 practices, but I'm not usually asked to make
20 a determination whether or not best
21 practices were followed. I'm asked to
22 explain what happened.

23 That's the best I can answer.

24 Q. When you say what happened, is that in the
25 nature of, like, reconstructing a cyber

1 security event?

2 A. Yes.

3 MR. CHESTER: Object to the form of
4 that for the record.

5 BY MR. HILL:

6 Q. Now, you mentioned theft of IP, that's one
7 type of case that you've been involved in in
8 the past, correct?

9 A. Yes.

10 Q. And IP is intellectual property, right?

11 A. Yes.

12 Q. Are you familiar with the Computer Fraud and
13 Abuse Act?

14 A. Yes.

15 Q. Okay. Have you testified as an expert in
16 any Computer Fraud and Abuse Act cases?

17 A. I believe I have once, where at least that
18 allegation or a violation was alleged. I
19 don't recall what case that was or what the
20 circumstances were, so -- I can't say it was
21 this case, I don't recall, but I think I did
22 in one case.

23 Q. Okay. Do you remember what the case was
24 about?

25 A. I don't.

1 Q. Okay.

2 MR. CHESTER: Was your question,
3 I'm sorry, that was testified as opposed to
4 written a report?

5 MR. HILL: Correct.

6 Since you raised the issue, I
7 appreciate it.

8 BY MR. HILL:

9 Q. Have you authored any expert reports, other
10 than the case that you just alluded to,
11 where a Computer Fraud and Abuse Act
12 violation was alleged in the case, that you
13 can recall?

14 A. I have had cases in which I have filed
15 reports. I don't always know what the
16 allegations in the cases -- what all of the
17 allegations are, so I think I have, but I'm
18 not certain if that was raised as an
19 allegation in those cases.

20 Q. Okay.

21 A. But I believe so.

22 Q. Have you been involved in cases where you
23 have expressed an opinion as to whether or
24 not a computer or computer system has been
25 altered as a result of a cyber security

1 event?

2 A. Yes.

3 Q. How many times approximately have you been
4 involved in cases like that?

5 A. Involved in cases like that?

6 Q. Yes.

7 A. Dozens. Many.

8 Q. Out of those, how many have resulted in a
9 written report?

10 A. Many.

11 Q. Okay. How many times have you actually
12 testified in cases of that nature?

13 A. And to clarify, my definition of testimony
14 is either live in court, depositions or if
15 I'm filing affidavits. I consider
16 affidavits to be sworn testimony. Okay.

17 Q. Okay. So let's look at those individually.

18 A. Okay.

19 Q. How many times have you testified at trial
20 in a case where you were expressing an
21 opinion on whether a computer or computer
22 system had been altered as a result of a
23 cyber security event?

24 A. It's going to depend on the definition of
25 cyber security event. I have had cases in

1 which a disgruntled employee may have done
2 something to a computer. I have had
3 employees plugging in thumb drives and
4 taking data and then deleting what used to
5 be there.

6 So if you're including all of that,
7 that would be the majority of my cases.

8 Q. The majority of cases in which you've
9 testified at trial?

10 A. Yes.

11 Q. Okay.

12 A. For some reason my employment law cases tend
13 to go all the way to trial, and we're saying
14 trial, I also include if there's a hearing
15 and I'm asked to provide testimony, I
16 consider that the same thing.

17 So it's hard to specifically answer
18 your question. I think I know what the
19 question is, but I don't have an answer that
20 easily fits what you're asking.

21 Q. Right.

22 A. If we're talking about someone did something
23 bad to computer data, most of my cases
24 involve something like that. So therefore
25 most of my testimony would have been cases

1 like that.

2 Q. Okay. What about trial testimony where the
3 event in question results from a stranger to
4 the company engaging in some type of alleged
5 attack or an allegedly illicit interaction
6 with a corporate computer or corporate
7 computer system, any trial testimony in a
8 case of that nature?

9 MR. CHESTER: Object to the form.

10 A. Of an unknown actor?

11 BY MR. HILL:

12 Q. Of an actor who is someone other than an
13 employee of the company or a former employee
14 of the company.

15 A. Okay. And would an affidavit count as far
16 as your definition, or just trial testimony?

17 Q. Right now I'm just focused on trial
18 testimony.

19 A. Of a non-employee.

20 There's a case that comes to mind,
21 I know I submitted an affidavit, but I don't
22 recall if I was needed at trial.

23 Q. What case is that?

24 A. It was -- let me see if I can find it on
25 here.

1 It was in Federal Court, District
2 of Minnesota, in front of Susan Richard
3 Nelson, and it involved the Bank of
4 Bellingham.

5 Q. Bank of Bellingham was the Plaintiff?

6 A. Yes.

7 Q. Okay.

8 A. But I would want to -- again, that's the
9 only case that's popping to mind. I know
10 that there are others. I would just want to
11 go through my list and remember the details
12 of each case.

13 Q. Okay. Let me ask you another case.

14 A. Sure.

15 Q. Again, I realize I'm asking you to testify
16 from memory here.

17 Have you testified as to the
18 opinions relating to whether or not there
19 has been a theft of trade secrets in a prior
20 case?

21 A. Yes.

22 MR. CHESTER: Object to the form.

23 BY MR. HILL:

24 Q. Okay. Which case or cases have you
25 testified in, again, let's start with trial

1 testimony, in a theft of trade secrets case?

2 MR. CHESTER: Are you asking
3 whether he's rendered opinions as to whether
4 there's been a theft of trade secrets?

5 MR. HILL: Yes. In trial
6 testimony.

7 A. I'm not qualified to determine if anything
8 is a trade secret, but I've testified as to
9 whether or not data has been stolen.

10 BY MR. HILL:

11 Q. Okay. How many times have you offered trial
12 testimony of that nature?

13 A. And that includes employees?

14 Q. Sure, for starters.

15 A. I would say that would be -- trial
16 testimony?

17 I can think of four. I would want
18 to look through the list more, but I can
19 think of --

20 Q. Can you tell me the four that you can think
21 of?

22 A. Stratasys. It's first bullet point.

23 Q. Yes.

24 A. Edgewell. That's the second bullet point.

25 Fourth bullet point, DTN.

1 Q. Okay.

2 A. Nagios, six bullet points down.

3 I know there are more as I dig
4 through this.

5 Q. Okay.

6 A. Would a court-ordered arbitration count for
7 testimony? Would you consider that to be a
8 hearing?

9 Q. Sure.

10 A. There was, I think it was, a \$1.6 billion
11 lawsuit between Seagate and Western Digital.

12 I was retained as Western Digital's
13 expert, and it was my opinion that the
14 employee had not stolen the data, and I
15 rendered my opinion, because I found the
16 stolen data inside of a publicly available,
17 on a university's website, the stolen data
18 was found inside of a slide on a PowerPoint.

19 So the employee that I was
20 defending, his claim was, I found this
21 online, I don't remember where. Well, I
22 found it online.

23 Q. Okay. I understand.

24 A. But those -- again, just looking at the
25 first page, those are the cases that come to

1 mind. I have a lot of cases, and I don't
2 want to cross-wire them.

3 Q. Sure. Let me ask you another question.

4 Setting aside the subject matter of
5 the cases that you've offered testimony in,
6 is there ever a time where a court has
7 excluded or limited the scope of your
8 testimony, to the best of your knowledge?

9 A. Not that I know of.

10 Q. Okay. Have you ever offered an expert
11 opinion before regarding the use of CAPTCHA
12 techniques?

13 A. No.

14 Q. Okay. Have you ever deployed CAPTCHA
15 yourself on a website?

16 A. No.

17 Q. Has your firm, Computer Forensic Services,
18 to the best of your knowledge, ever deployed
19 a CAPTCHA before on its website or on a
20 client's website?

21 A. No. We wouldn't need to.

22 Q. Okay. When you say you wouldn't need to,
23 let's break that down into two. Let's focus
24 first on, I assume when you say wouldn't
25 need to, you're referring to the fact that

1 the Computer Forensic Services' website
2 doesn't necessarily have any data behind the
3 website that someone could seek to discover;
4 is that fair?

5 MR. CHESTER: Object to the form.

6 A. Yes.

7 So the purpose of a CAPTCHA is to
8 make sure there's a real person asking my
9 site for information. So it's a way to
10 prevent automated interaction.

11 With our website we -- it's just
12 educational. I don't care if you're a real
13 person or not. I don't care if you copy
14 what's on my web page.

15 We're not offering, Hey, if you
16 enter your e-mail address, I'll send you a
17 white paper, we don't do that, so there's
18 really no reason for us to have a CAPTCHA,
19 because we're not trying to protect
20 anything.

21 BY MR. HILL:

22 Q. Your clients, however, may have websites
23 where they do have information that someone
24 can seek to quarry from their website; is
25 that fair?

1 A. Yes.

2 MR. CHESTER: Object to the form.

3 BY MR. HILL:

4 Q. And, to the best of your knowledge, has
5 Computer Forensic Services ever designed or
6 ever used CAPTCHA or helped a client
7 implement CAPTCHA on their website?

8 MR. CHESTER: Object to the form.

9 A. No. We don't do web design.

10 BY MR. HILL:

11 Q. Okay. And you consider CAPTCHA a web
12 design?

13 A. Yes.

14 Q. Okay. Do you know what OptoParse is?

15 A. Not off the top of my head, no.

16 Q. Okay. Are you familiar with any API's that
17 are available on the internet for
18 automatically bypassing CAPTCHA's?

19 A. I know that they're out there.

20 Q. Have you ever heard of death by CAPTCHA?

21 A. No.

22 Q. BypassCAPTCHA.com, have you heard of it?

23 A. No.

24 Q. Okay. Have you ever heard of 2CAPTCHA.com?

25 A. (Witness indicating in the negative.)

1 Q. Let's look at page 8 of your report, the
2 heading little number B in bold.

3 A. I'm sorry, B?

4 Q. Page 8. Page 8, yes.

5 A. Okay.

6 Q. Can you just read the heading in bold,
7 that's in bold there, into the record there,
8 please?

9 A. "BRC did not implement additional rate
10 limiting controls at the time Pederson
11 executed his program."

12 Q. In the sentence immediately below that you
13 say, "BRC also apparently took no reasonable
14 steps to limit the rate at which users could
15 access data served by the member locator
16 website."

17 Do you see that sentence?

18 A. Yes.

19 Q. Why did you use the word apparently there?

20 A. I used the word apparently because a
21 significant amount of time has passed since
22 Pederson's collection, and BRC's web site
23 has changed since then.

24 So I was left with less than ideal
25 evidence in that I had to go to archive.org

1 in order to review the reported state of
2 BRC's website at the time, and just based on
3 that, and based on my conversation with --
4 it was either my conversation with Pederson
5 or from Pederson's deposition transcript, I
6 don't remember which, I came to that
7 conclusion that there were no rate limiters.

8 Q. Okay. And what would be the effect of using
9 a rate limiter in the context of the member
10 locator website that you're referring to
11 there?

12 A. I'm sorry, did you ask what would be the
13 purpose of doing that?

14 MR. HILL: Just read back the
15 question, please.

16 BY MR. HILL:

17 Q. What would be the effect of using the rate
18 limiter in this context of this member
19 locator website you referenced?

20 MR. CHESTER: Object to the form.

21 A. The effect would be it would not have
22 allowed Pederson, or Pederson's application,
23 the ability to download data as quickly as
24 he did.

25 BY MR. HILL:

1 Q. Okay.

2 A. Think of it as a speed bump. It would make
3 you slow down.

4 Q. Right. You referred to Mr. Pederson either
5 by phone or by deposition, can you go down
6 to the fourth line, under the bold-faced
7 heading there, the sentence that says,
8 "Pederson testified."

9 Do you see that?

10 A. Yes, yes, yes. Yes.

11 Q. Read that sentence into the record, starting
12 with Pederson testified.

13 A. "Pederson testified that 'we didn't get any
14 signals that there was any limiting, that
15 there was any rate limiting or throttling or
16 anything to slow down or prevent or stop
17 those requests from coming in.'"

18 And that statement seems to be
19 confirmed by Dispain, as I put in the next
20 sentence.

21 Q. Right. When you get -- you talk about
22 Linode in this same paragraph, and do you
23 see the sentence where you say, "However,
24 while Linode does not meter inbound
25 connections it does meter outbound data

1 transfers"?

2 A. Yes.

3 Q. So does that mean that Linode charges
4 clients like BRC for sending out data in
5 response to user requests if it reaches a
6 certain level of data?

7 A. Yes, it does.

8 Q. Were you able to confirm one way or the
9 other as to whether or not Linode did, in
10 fact, charge BRC overages as a result of the
11 data that was transferred to Mr. Pederson
12 through the use of this program in this
13 case?

14 A. I did review the Linode invoices that were
15 submitted to BRC. I don't recall seeing any
16 overages being charged. If I can refer you
17 to, if you'll indulge me on this, if you
18 turn to page 11.

19 Q. Okay. Yes.

20 A. If you go down line, one, two, three, four,
21 five -- five lines down, it begins, "Linode
22 16 GB."

23 Q. Yes.

24 A. And then if you continue over to the right,
25 you see 16 terabytes?

1 Q. Yes.

2 A. So for the plan that Linode was providing
3 BRC, their monthly plan provided for 16
4 terabytes of outbound data, and even today
5 that's a significant amount of data, but if
6 they went over that allotment, according to
7 the representatives of Linode, they would
8 have charged BRC, I believe it was \$0.02 per
9 gigabyte that exceeded their 16 terabyte
10 service plan.

11 Q. So you mentioned that you reviewed invoices?

12 A. Yes.

13 Q. Where did you get the invoices?

14 A. I believe from counsel.

15 MR. CHESTER: Linode produced those
16 pursuant to the Subpoena that we issued to
17 Linode, and I believe you have those as
18 well.

19 BY MR. HILL:

20 Q. Can you look at page 1 and 2 of your report?
21 I just want to tie it to the materials that
22 you reviewed in the case.

23 Would this fall under the bullet
24 point on page 2, the second bullet point,
25 Linode's document production? If you know.

1 A. Yes, I do know, and, so yes.

2 Q. Okay.

3 MR. HILL: So, Marty, I'm going to
4 make a request that you identify the Bates
5 ranges for the Linode's document production,
6 because I reviewed the Linode document
7 production that we received and have some
8 concerns about whether or not we have the
9 same documents that the witness reviewed.

10 MR. CHESTER: Okay. You should
11 have received everything that came under the
12 Linode Subpoena, but if there's something
13 that for some reason --

14 MR. HILL: If you can just give us
15 the Bates numbers so we can cross-reference
16 to the Bates numbers we have --

17 MR. CHESTER: Okay.

18 MR. HILL: -- I'd appreciate it.

19 MR. CHESTER: Sure.

20 BY MR. HILL:

21 Q. So the 16 terabyte -- 16 gigabyte plan that
22 you're referencing here, I notice that this
23 is a figure -- you've called this Figure 4
24 on page 11 of your report, do you see that?

25 A. Yes, sir.

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

Page 171

1 Q. And it says, "These are the Linode service
2 offerings as of October 18, 2014."

3 Correct?

4 A. Correct.

5 Q. Do you know what the dates of the invoices
6 that you reviewed were?

7 A. There were several -- there were several
8 month's worth. I don't recall.

9 Q. Okay. Did you review any Linode pricing or
10 plan information on any dates other than as
11 of October 18, 2014, if you can recall?

12 A. I did. I'll refer you back to Figure 4.

13 Q. Yes. I'm there.

14 A. If you look at right above where it says,
15 "No calculator required," you'll see that I
16 went to Linode.com pricing, and I did this
17 while I was on the phone with the Linode
18 representatives. They suggested that I go
19 and do this.

20 Q. Let's go ahead and mark this as the next
21 exhibit.

22 (At this time LANTERMAN Deposition
23 Exhibit 8 was marked for identification
24 by the Court Reporter.)

25 A. I remember where I was going.

1 So I was on the archive.org
2 website, and I looked at a couple of days on
3 either side of this. I think I went back to
4 2013, and I went through a number of dates
5 that were collected by archive.org, and I
6 believe I chose this October 18th date
7 because that was the date closest to the
8 Pederson application being executed.

9 BY MR. HILL:

10 Q. Okay.

11 A. That's my recollection anyway.

12 Q. So I'm looking at the Wayback Machine header
13 on page 11 of your report, which you've
14 reproduced here.

15 It appears that the date -- the
16 cataloging of that web page on Linode's
17 website prior to October 18, 2014, was dated
18 August of 2013. Does that comport with your
19 recollection?

20 A. Well, I think, and I could be wrong here,
21 but I think the August 13th date is the
22 first time the internet archive cached their
23 site. I could be wrong.

24 It could mean that's the day of the
25 previous collection as well. I would want

1 to go and look. I just don't recall.

2 Q. Okay. But, in any event, you chose Figure 4
3 because it was the closest pricing
4 information that you could find to the
5 episode in this case?

6 A. Yes. And my recollection is when I went to
7 the next previous available date, it was the
8 same pricing.

9 Q. Okay. Well, now that I understand what you
10 did, I can go back and look at that myself.

11 Is Exhibit 8 the Linode pricing
12 that you reviewed on Linode's website? Is
13 that what you were referencing?

14 A. No.

15 Q. Okay. Tell me what you saw on -- in the way
16 of Linode's website pricing?

17 A. Sure. So when you first go to Linode.com
18 pricing, I believe I clicked on "view all
19 plans" that's at the bottom.

20 This is actually a link --

21 Q. Yes, "view all plans," I see.

22 A. So, yes, I saw this, but then I went passed
23 this, I clicked on "view all plans," and
24 then that's where I saw what's in Figure 4.

25 Q. So what you saw in the "view all plans" was

1 consistent with the information, the
2 content, that has been reproduced as your
3 Figure 4?

4 A. Yes. As reported by the internet archive.

5 Q. Okay. I just want to make sure I'm clear
6 here. I realize that what's reproduced in
7 your report as Figure 4 came from the
8 internet archive, but the Exhibit 8, when
9 you were looking at view all plans, you were
10 looking at that on the Linode website, not
11 on the Wayback Machine; is that correct? Or
12 do you know?

13 A. No. I would have -- when was this printed?

14 Q. So this was printed November 27, 2018.

15 A. Yeah. Yeah, so this pricing I thought would
16 be different, because it's much --

17 Q. Later in time?

18 A. -- later in time.

19 So what I remember doing is going
20 to Linode.com on the internet archive,
21 clicking on pricing, and then view -- I
22 think it's a "view all plans" or "view
23 additional plans" or something like that,
24 and then I came to a site that I captured as
25 Figure 4.

1 Q. Okay. So under this plan, the Linode 16
2 gigabyte option that you pointed to as being
3 the option that you believe BRC was using as
4 of 2014, would be a monthly charge of \$160 a
5 month, correct?

6 A. That's correct.

7 Q. And you believe that you saw invoices of
8 billing BRC for \$160 a month consistent with
9 this plan option; is that correct?

10 A. Yes.

11 Q. Okay. And did you cite in your report to
12 any specific, and I'm not trying to be picky
13 here, but I want to know, because it may
14 help me to go back and understand exactly
15 what you were relying on, if you can show me
16 where in the report you actually reference
17 the document control number of the Linode
18 invoice, or invoices, that showed the \$160 a
19 month billings?

20 A. I don't think I referenced that number. I
21 saw the invoice, and then when I saw the
22 pricing, I saw the \$160 a month charge, that
23 matched the monthly charges being billed to
24 BRC, and then I made this screen capture.

25 Q. Okay.

1 A. So in a perfect world, I would have said,
2 oh, and I looked at Bates number 123. I
3 just didn't think to do that.

4 Q. Right.

5 Well, in Figure 5, when you did
6 your figure on depiction of CPU usage, you
7 footnoted some different documents that had
8 been produced in the case. You said, "See
9 e-mail with the documents."

10 Right?

11 A. Yes.

12 Q. You didn't do that with respect to the
13 invoice though, correct?

14 A. I did not.

15 Q. Now, Figure 5, is this diagram, showing the
16 eight cores, is this a diagram that you took
17 from a Linode document or is this a diagram
18 that you prepared for demonstrative
19 purposes?

20 A. Yeah, I prepared this.

21 Q. Okay. So this is a demonstrative aid to be
22 able to understand how the CPU utilization
23 differs between one core and eight cores?

24 A. Yes.

25 Q. Great. And your conclusion, if I'm reading

1 the demonstrative correctly, is that you
2 divided 101.7 percent CPU utilization by 8
3 cores, and the result was approximately
4 12.7 percent of total CPU availability?

5 A. Yes.

6 Q. Okay.

7 A. And if I can clarify, that was one of the
8 reasons why I wanted to speak with Linode,
9 to make sure that I was interpreting this
10 correctly.

11 Q. Right.

12 And you had that conversation with
13 the Linode representatives in January of
14 2019; is that right, January or February?

15 A. I think the date is in my --

16 Q. Let's see if we can nail that down real
17 quick for my benefit.

18 MR. CHESTER: Footnote 5.

19 MR. HILL: Footnote 5?

20 A. January 11th of 2019, and there are the
21 names as well, bottom of page 8.

22 BY MR. HILL:

23 Q. So you spoke with Rick Myers, correct?

24 A. Yes.

25 Q. And his title was vice-president of customer

1 service?

2 A. Yes.

3 Q. And you spoke with Peter Foo, correct?

4 A. Yes.

5 Q. And correct me, I believe I read somewhere
6 else that he is the general counsel of
7 Linode; is that correct?

8 A. That's my understanding.

9 Q. So he's a lawyer on the phone?

10 A. Yes, correct.

11 Q. Was he someone who held himself out as being
12 personally knowledgeable regarding any of
13 the pricing or interpretation of any of the
14 technical information about Linode's
15 server -- virtual server offerings to BRC?

16 A. I would want to go back and look at my notes
17 as to which one of them said what.

18 My recollection though is that Rick
19 Myers discussed the technical aspects, and
20 he confirmed that it was the eight core,
21 \$160 a month plan, and that my
22 interpretation of the Linode warning e-mail
23 was correct, and he confirmed that my math
24 of about 12 percent was correct.

25 During the call I know Mr. Foo

1 chimed in and made some comments, so -- I'm
2 not sure who is saying what --

3 Q. Okay.

4 A. -- all the time.

5 Q. And was this a video conference, or was this
6 an old-fashioned telephone call?

7 A. Old-fashioned phone call.

8 Q. Okay. So tell me if I'm wrong, but you
9 couldn't see what, if any, documentation
10 they had during the call that they were
11 referencing, if any?

12 A. Well, I could. I believe it was Mr. Myers,
13 because I had questions about the service
14 plan that Linode was offering to BRC, and
15 Mr. Myers said, Well, that's easy, go to the
16 Wayback Machine, go to archive.org, type
17 this in, you see that, that's the plan.

18 Q. Okay.

19 A. So while I -- they weren't holding anything
20 up for me, during the conversation they
21 directed me, and everything I was seeing was
22 consistent with what they were telling me,
23 as far as what numbers were on this web
24 page.

25 Q. Did you have any prior experience with

1 Linode before your engagement in this case?

2 A. No -- can I clarify?

3 Q. Yeah, please.

4 A. During the phone call either Mr. Myers or
5 Mr. Foo said that they had been involved in
6 a case that I was involved in, and that they
7 knew who I was.

8 I have no idea, I don't recall
9 them, I know I've never had any dealings
10 with Linode -- oh, I know what it was. I
11 think Mr. Foo -- I thought Mr. Foo said he
12 used to be an AUSA, an Assistant U.S.
13 Attorney. I'm certain that's what it was.

14 So I didn't have any prior
15 interaction with Linode, but I believe I had
16 prior -- I never met the guy, I never spoke
17 to him before, but he seemed to know me.

18 Q. Okay. I'll ask you one more question while
19 we're talking about Linode.

20 If you look at page 10, towards the
21 top, immediately above the heading that
22 starts with the lower case A in boldface
23 type, you're quoting the e-mail that Linode
24 sent to Dispain and Kronz, and it's stated
25 that, "Your Linode marketing has exceeded

1 the notification threshold (90) for CPU
2 usage by averaging 101.7 percent for the
3 last two hours."

4 What is your understanding of the
5 notification threshold 90 in that sentence?

6 MR. CHESTER: Object to the form.

7 BY MR. HILL:

8 Q. Let me rephrase.

9 Do you have an understanding of
10 what the notification threshold 90 is
11 referring to in the context of this e-mail?

12 A. I do have an understanding.

13 Q. Okay. And is your understanding based on
14 the phone call that you had or is it based
15 on something else?

16 A. Just based on my experience --

17 Q. Okay.

18 A. -- and on the phone call.

19 So it's a combination of both.

20 They confirmed my prior understanding.

21 Q. Okay.

22 A. So customers of Linode are -- it's possible
23 to set up alerts so that if you are hitting
24 certain performance thresholds, you'll be
25 notified so that you can determine if you

1 need to make adjustments or if something is
2 going on with your environment.

3 My understanding of this e-mail is
4 that they hit 90 percent -- the 90 percent
5 threshold is what was set for the BRC
6 account in order to received an e-mail
7 notification.

8 Q. Okay. So 90 percent of the CPU usage,
9 that's described here as being averaging
10 101.7 percent --

11 MR. CHESTER: Object to the form.

12 BY MR. HILL:

13 Q. -- is that what we're --

14 A. 90 percent, but I don't know what that's
15 90 percent of. If that's 90 percent of full
16 CPU usage or 90 percent of individual cores.

17 Q. That wasn't something that you discussed
18 with Linode or that you recall discussing
19 with Linode on the call?

20 A. I did, but not that directly. I asked
21 Linode if this 101 percent -- I wanted them
22 to explain how do you get over 100 percent,
23 and I asked them, Is it because of
24 multi-core? And they said, Yes. So each
25 core has an output -- a theoretical output

1 of 100 percent, correct? Yep, that's
2 exactly right.

3 So actually the entire CPU, if you
4 have an eight-core, you have a theoretical
5 output of 800 percent capacity, because you
6 have 100 percent of eight cores? They said,
7 Yep, that's correct.

8 So then if you receive a message of
9 101 percent usage, that's actually
10 101 percent out of 800, correct? And they
11 said, That's exactly right.

12 Q. So if the notification threshold is 90, in
13 that context, the notification was
14 triggered, correct?

15 MR. CHESTER: Object to the form.

16 BY MR. HILL:

17 Q. Because this is the notification going out,
18 right?

19 A. Yes.

20 MR. CHESTER: Object to the form.

21 BY MR. HILL:

22 Q. So assuming that your understanding, as
23 you've communicated it, is correct about
24 what the 101 percent means, that means,
25 according to Figure 5, 12.7 percent of

1 overall eight-core utilization, right?

2 MR. CHESTER: Object to the form.

3 A. That's correct.

4 BY MR. HILL:

5 Q. Okay.

6 A. But if you go back to that exhibit -- I'm
7 sorry, what page was that on again?

8 Q. 11?

9 A. Yes, it's 12 percent, but the utilization
10 that was being reported in that notification
11 was because one of the cores had, in fact,
12 exceeded the 90 percent, and that was for an
13 extended period of time, which is what
14 triggered that Linode e-mail.

15 So, yes, it's 12 percent, but it's
16 focused in a single core, like in the
17 diagram here (indicating).

18 Q. Okay. I'm having a hard time with that. So
19 let me see if I can unpack that.

20 So you're saying that the alert was
21 because the highlighted core one on your
22 Figure 5 was at over 90 percent of its
23 capacity for over a two-hour period of time?

24 A. Yes.

25 Q. Okay. And so it is not -- your

1 understanding is that the 90 percent
2 notification threshold is triggered any time
3 a single core is at 90 percent for over
4 two hours; is that right?

5 MR. CHESTER: Object to the form.

6 A. That is the case if that's how the
7 notifications were set up.

8 BY MR. HILL:

9 Q. Okay. Do you have any reason to believe,
10 based on your review of the notification
11 language that we were just looking at, and
12 your conversations with Linode, to believe
13 that the system was set up any other way in
14 September of 2014?

15 MR. CHESTER: Object to the form.

16 A. No. I believe that it was set up that way
17 at that time.

18 BY MR. HILL:

19 Q. Just so I'm clear, you do not hold an
20 opinion that if overall utilization on eight
21 cores was in excess of 11 percent for a
22 two-hour period of time, that it would
23 trigger an alert if the notification
24 threshold was set at 90 for CPU usage?

25 MR. CHESTER: Object to the form.

1 BY MR. HILL:

2 Q. Is that correct?

3 And I'm not trying to play hide the
4 ball here. All I'm looking at is your math
5 on Figure 5, 101.7 percent divided by eight
6 cores equals 12.7 percent.

7 A. Right.

8 Q. If I use 90 percent as a notification
9 threshold, and I divide it by eight cores, I
10 get somewhere in the neighborhood of
11 11.2 percent, and what I'm trying to
12 understand is, is it your opinion that the
13 90 percent threshold alert means that the
14 aggregate eight-core system was being used
15 at 11 -- roughly 11 percent or more for a
16 two hours or longer?

17 MR. CHESTER: Object to the form.

18 A. I understand. No.

19 The alert was configured if a core
20 was at 90 percent utilization for a certain
21 time period. I think it was set for
22 two hours.

23 BY MR. HILL:

24 Q. Okay. Did you discuss with Linode how many
25 of these alerts had been sent to BRC during

1 the history of its relationship with Linode?

2 MR. CHESTER: Object to the form.

3 A. I did not ask that question, but I did speak
4 to them about another alert that BRC had
5 received.

6 BY MR. HILL:

7 Q. Is that discussed in the report?

8 A. Yes.

9 Q. Okay. What alert are you referring to?

10 A. There was a second alert that Linode sent to
11 BRC -- if you give me a second, I can find
12 it. It's the 800 -- page 10.

13 Q. Yes. Okay. Go ahead.

14 A. So I asked them about that as well, about
15 the 800 percent, how is it possible to be at
16 800 percent CPU usage, and he said, Well,
17 again, each individual core has 100 percent.
18 So that's how you come up with 800 -- or, in
19 this case, 801.

20 Q. Okay. Do you know what was responsible for
21 triggering the warning e-mail in 2018 that
22 referenced the 801.1 percent CPU usage?

23 MR. CHESTER: Object to the form.

24 A. I don't have firsthand knowledge, but I've
25 read the materials in the case, so I do

1 know.

2 BY MR. HILL:

3 Q. So what was that?

4 A. A representative of BRC, I think it was
5 Kronz, but I'm not certain, said that this
6 800 percent was a real hacking attempt, they
7 were really being hacked, and that's what
8 resulted in this.

9 Q. Okay. Are there any other, and I'm just
10 going to call these Linode alert e-mails, so
11 that we understand what we're talking about
12 here. Are there any other Linode alert
13 e-mails, other than the two that are
14 referenced on page 10 of your report, that
15 you are familiar with based on your review
16 of the file in this case?

17 A. I think that's all.

18 Q. Okay. What happened -- what is your
19 understanding of what happened once BRC
20 received the September 15, 2014, Linode
21 alert e-mail?

22 MR. CHESTER: Object to the form.

23 A. I'm sorry. Is that the 101 percent
24 notification?

25 BY MR. HILL:

1 Q. Correct. Correct.

2 A. And you're asking --

3 THE WITNESS: I'm sorry, could you
4 repeat the question?

5 (Whereupon, the requested portion of
6 the record was read back by the
7 Reporter.)

8 A. My understanding is that that message was
9 received by Mr. Dispain, and I'm not sure if
10 Mr. Kronz was copied on it or not. I
11 believe Dispain sent subsequent e-mails
12 saying, Hey, I just got this e-mail, I'm
13 going to look into it.

14 And then reading, I think it was
15 either Dispain's testimony or Kronz's
16 testimony, it sounded like they were trying
17 to figure out, okay, what's happening, I'm
18 seeing all of these requests coming in, they
19 attempted to block those requests, initially
20 they were unsuccessful, and then they
21 decided to recode the page and that
22 inadvertently took down their site until
23 they could figure out another solution, and
24 then the website came back up.

25 Q. Okay. From your review of the materials in

1 this case, what was Mr. Pederson's objective
2 with respect to the deployment of his data
3 collection program?

4 MR. CHESTER: Object to the form.

5 A. What was his intention?

6 BY MR. HILL:

7 Q. What was his objective?

8 A. Oh, his objective.

9 I think the objective was to
10 collect the member information from BRC's
11 website.

12 Q. How much of the member information was he
13 able to collect before the shutdown of the
14 BRC website?

15 MR. CHESTER: Object to the form.

16 A. I've read conflicting comments about that.

17 I know that Mr. Pederson thought he
18 got all of it. I don't think that that's
19 the case. I think that BRC was in a better
20 position to determine how much he was able
21 to collect.

22 I read a figure, I think it was
23 31 percent.

24 BY MR. HILL:

25 Q. Now, in your report on page -- where is

1 it? -- page 9, you reference, in heading E,
2 you reference BRC did not implement a
3 firewall/intrusion detection
4 system/intrusion prevention system.

5 Do you see that?

6 A. Yes.

7 Q. What is your basis for concluding that BRC
8 did not have a firewall intrusion detection
9 system or intrusion prevention system, as
10 you say in the first sentence below this
11 heading?

12 Let me break it down for you.

13 Did anyone testify that there was
14 no firewall, no intrusion detection system,
15 or no intrusion prevention system, to the
16 best of your knowledge?

17 A. If I recall, I thought I read in
18 Mr. Garfinkel's report that he had commented
19 that there were no firewall logs, but I
20 can't point you to the pages, just my
21 recollection.

22 Q. Okay. I think I know what you're talking
23 about.

24 He reproduced -- he created a
25 diagram of the network, and he was not

1 including firewalls was what he said in the
2 report.

3 A. Okay.

4 Q. He was not including firewalls or other
5 middleware appliances or anything of that
6 nature. He was just showing certain key
7 components of the diagram.

8 A. Okay.

9 Q. And he was intentionally excluding those
10 types of things was what he said in his
11 report.

12 So let's just set that aside for a
13 second.

14 Did any fact witness, any person
15 knowledgeable about BRC's computer
16 architecture, testify in this case that BRC
17 did not implement a firewall, an intrusion
18 detection system or an intrusion prevention
19 system?

20 A. Again, setting aside Mr. Garfinkel's --

21 Q. Correct.

22 A. I thought I read something in the deposition
23 of a BRC representative. I don't recall.

24 Q. You agree with me that there are -- your
25 report is rife with citations to deposition

1 testimony in support of certain statements
2 that you make in the report, correct?

3 MR. CHESTER: Object to the form.
4 Argumentative.

5 MR. HILL: I'm not trying to be
6 argumentative.

7 BY MR. HILL:

8 Q. Rife was not meant in a derogatory meaning.
9 I was actually complimenting you on your
10 citation, because on every page of the
11 report I can see citations to different
12 witness's depositions and page numbers,
13 right?

14 A. Yes, sir.

15 Q. But on this particular statement, there is
16 no such citation to any witness testimony;
17 isn't that correct?

18 A. There is not.

19 Q. Okay. And you cite, on the next sentence,
20 you cite Mr. Pederson's deposition at page
21 93. Do you see that?

22 A. Yes.

23 Q. But there's no reason why Mr. Pederson would
24 know anything about the internals of BRC's
25 computer architecture, unless he actually

1 had seen it or talked to somebody at BRC
2 about it; isn't that correct?

3 A. That's correct.

4 Q. Okay. So circling back to where we are on
5 this.

6 Am I correct that you think, as you
7 sit here, that you may have read it in one
8 of the BRC witness depositions, that there
9 was no firewall or intrusion detection
10 system or intrusion prevention system?

11 A. That's my recollection.

12 And the testimony was discussing
13 the response to the Linode e-mail, but as I
14 sit here talking about, okay, we have to
15 shut this down, I just don't specifically
16 recall.

17 Q. Now, when you say intrusion detection system
18 in connection with your opinion here, is an
19 intrusion detection system different from
20 what we were discussing this morning, the
21 appliances of Palo Alto or Fire Eye?

22 A. You know, I said firewall intrusion
23 detection/intrusion prevention. I wanted to
24 cast that wide net.

25 Given what I believe to be the size

1 of Building Reports, I don't know that I
2 would recommend a Fire Eye, but a solution
3 along those lines is what I had in mind when
4 I wrote this sentence.

5 Q. Okay. But you didn't have a specific system
6 in mind when you wrote this; is that
7 correct?

8 A. Not really. I mean, I was really thinking
9 of a properly managed firewall.

10 If you're seeing these incoming
11 requests, and you wanted to stop them, you
12 know, I thought that any firewall could help
13 you shut that down, but I wasn't thinking of
14 anything specific.

15 Q. What would -- well, I mean, you said
16 properly managed firewall, which causes me
17 to ask -- have another question, which is:
18 Are most commercial firewalls, do they have
19 user configureable parameters or settings?

20 MR. CHESTER: Object to the form.

21 A. Yes.

22 BY MR. HILL:

23 Q. Okay. Would you agree with me that how
24 those configuration parameters are set is at
25 the discretion of whoever the implementing

1 chief information officer, chief technology
2 officer, or other chief security officer at
3 the company, who is doing the installation?

4 A. Yeah, yes.

5 MR. CHESTER: Object to the form.

6 BY MR. HILL:

7 Q. Are you prepared to testify in this case
8 that there was a particular configuration of
9 a firewall that needed to exist at BRC in
10 order for it to be a reasonable security
11 precaution for BRC?

12 MR. CHESTER: Object to the form.

13 A. A specific configuration?

14 BY MR. HILL:

15 Q. Right.

16 A. No.

17 Q. Okay.

18 A. What I would opine on is if they had this
19 type of a device in place, it would have
20 been very easy to turn off Pederson's access
21 to the locator feature, but I have no
22 opinion as to what that would look like or
23 how it would be configured.

24 It would essentially have given

25 Dispain a switch to turn Pederson off.

1 Q. Are you familiar with the term IP black
2 listing?

3 A. Yes.

4 Q. Is that what you're talking about
5 essentially here?

6 MR. CHESTER: Object to the form.

7 A. Yeah -- well, that is what would happen once
8 you shut that IP down, you would then block
9 that forever.

10 MR. HILL: Let's just call this a
11 break.

12 VIDEOGRAPHER: We are going off the
13 record at 3:29 p.m.

14 (Whereupon, a recess was taken.)

15 VIDEOGRAPHER: We are back on the
16 report at 3:39 p.m.

17 BY MR. HILL:

18 Q. Back on the record after a short break.

19 Going back to your opinion relating
20 to the fact that BRC did not implement
21 additional rate-limiting controls at the
22 time Pederson executed his program.

23 Is there any industry literature
24 that you reviewed relating to rate-limiting
25 controls as part of the work that you did in

1 this case?

2 A. No.

3 Q. Okay. Have you ever reviewed any literature
4 that addressed one way or the other how easy
5 it is to circumvent rate limiting controls
6 when they're deployed?

7 A. Have I read any literature about that?

8 Q. Yes.

9 A. I've read a few online articles, yes.

10 Q. Okay. What do the articles that you've read
11 say?

12 A. Just that it's possible and there were
13 techniques and applications available out
14 there to do that.

15 Q. When did you encounter these materials?

16 A. A long time ago. Not in relation to this
17 case.

18 Q. Okay. Would you say it was before 2014?

19 A. Probably after 2014.

20 Q. Okay. What materials, if you can recall,
21 what the source of the material was, what
22 websites you were looking at?

23 A. I don't recall the source. I try to stay on
24 top of certain topics, and it would have
25 been an article that got my attention. I

1 don't remember where or all of the details
2 of the article.

3 Q. Okay. Let me ask you another question: Can
4 rate limiting controls be used to prevent
5 denial of service or distributed denial of
6 service attacks?

7 MR. CHESTER: Object to the form.

8 A. I think it's two separate things. Maybe it
9 would help prevent a perceived denial of
10 attack, but not really. I think that
11 they're two separate things.

12 BY MR. HILL:

13 Q. Okay. You expressed an opinion that BRC did
14 not implement a user name password or
15 credentialing mechanism to prevent access,
16 and this is the access to the member locator
17 feature specifically, right?

18 A. Yes.

19 Q. For public-facing -- well, do you understand
20 that what BRC was essentially trying to do
21 was they were trying to move from taking
22 phone calls asking for a member company in
23 somebody's given area, to being able to
24 allow people to help themselves through the
25 member locator feature?

1 A. Yes.

2 Q. Okay. So if I'm understanding your opinion
3 correctly with regard to the user name
4 password, if I live in Minneapolis, and I
5 want to know a BRC member company who is in
6 this area that I can use for doing Building
7 Reports related service, I would need to go
8 to the BRC website and sign up for a user
9 name and basically an account, right?

10 A. Yes.

11 Q. That's what you're saying?

12 A. Yes.

13 Q. So I do have that correct.

14 And I'm just playing this out in my
15 mind, assuming BRC had that feature of
16 allowing a potential -- you know, somebody
17 who is desirous of Building Reports' related
18 services to -- what Mr. Pederson would have
19 needed to do was basically sign up, give his
20 user name, input his password, and then he
21 would be able to use the member locator
22 feature, correct?

23 MR. CHESTER: Object to the form.

24 A. Depending on how the web page was written,
25 he would or maybe he wouldn't be able to do

1 that.

2 BY MR. HILL:

3 Q. Okay. Do you address that issue one way or
4 the other in the report that you did in this
5 case?

6 MR. CHESTER: Object to the form.

7 A. No.

8 BY MR. HILL:

9 Q. The next point -- the next point that you
10 make is BRC did not have a terms of service
11 that presented the user with acceptable use
12 or access policies.

13 Did you see any evidence in the log
14 files from the marketing website, or any
15 other BRC website, that Mr. Pederson
16 actually checked on the terms of service?

17 MR. CHESTER: Object to the form.

18 A. There were no terms of service available at
19 the time that Mr. Pederson collected this
20 data.

21 According to the archive.org, the
22 terms of service that now appears to be on
23 the bottom of every single page, went into
24 effect, I believe, shortly after this
25 litigation.

1 BY MR. HILL:

2 Q. Okay.

3 A. If you go back to 2014, I think, there was
4 nothing for Pederson to look at.

5 Q. Is there any literature in the cyber
6 security industry that addresses how
7 effective terms of service are in preventing
8 a determined attacker from carrying out an
9 attack?

10 A. I doubt it.

11 You know, if you have someone that
12 is not going to follow the rules, you know,
13 they're going to do what they're going to
14 do. It's like posting a sign at church,
15 saying no guns allowed, well, most of us
16 will respect that; some of us won't.

17 But the reason I included it here
18 is if I have expectations, if I'm sharing
19 information with you, you want to contract
20 with vendors that are installing my
21 products, I want to give you some guidance
22 as to what our expectations are with respect
23 to the data we give.

24 So I think that there should have
25 been terms of service, because if the

1 terms -- assuming the terms addressed the
2 collection of data, I would believe that
3 Pederson should have had an obligation to
4 follow the wishes of BRC, if those terms
5 were present and addressed what Pederson was
6 attempting to do.

7 Q. Okay. I'm trying to see how this falls in
8 the grand scheme of things.

9 You're not saying, are you, that
10 you need to say, in terms of service, don't
11 inject a Trojan horse into my computer
12 system?

13 MR. CHESTER: Object to the form.

14 BY MR. HILL:

15 Q. Do you need to say that?

16 A. No.

17 Q. Okay. Do you need to say, Don't carry out
18 an SQL injection attack and put data into my
19 SQL database?

20 A. No. I don't think terms of service are
21 intended to tell you, Please, don't commit a
22 felony against me.

23 Q. Okay. All right. Fair enough.

24 And you have -- I've seen, I'll
25 represent to you, I've seen your e-mail

1 shown on certain websites, I think it may
2 have been one of the universities that you
3 are an adjunct faculty at, it lists your
4 Computer Forensic Services' e-mail address,
5 right?

6 A. Okay.

7 Q. When you e-mail -- so you have a Computer
8 Forensic Services' e-mail address, correct?

9 A. Yes, correct.

10 Q. When you send e-mail from that address, do
11 you have a statement under your signature
12 that says, I am not authorizing you to send
13 me a phishing e-mail in response to this
14 e-mail?

15 A. No.

16 Q. Okay. Do you make any kind of statement in
17 your e-mail when you are e-mailing with
18 other people that you're not authorized to
19 provide links to malware in e-mail that you
20 send to me?

21 A. No.

22 If I could clarify. What I'm
23 attempting to say in my report is on my web
24 page, let's say if I have something of
25 value, I wrote a white paper, and you want

1 it, I would include terms of service saying,
2 Hey, you know, you can quote from this if
3 you want, but just give me a little bit of
4 credit.

5 Like, I would want to set
6 expectations between us, you're a visitor to
7 my website, and here's what I expect. So
8 that's what I meant by terms of service.

9 Q. It's really about setting user expectations?

10 A. User expectations.

11 It's not, Hey, please don't attack
12 me, because you shouldn't anyway. It's,
13 Let's establish our relationship, here are
14 my expectations -- you know, it's like
15 dealing with a new puppy. Hey, puppy, here
16 are my expectations.

17 Q. Most of what I classically think of as terms
18 of service for a website, is, like, you
19 scroll all the way down to the end of a home
20 page, at the very bottom, and you've got
21 little bitty links, and one of them is,
22 like, terms of service, and you'd actually
23 have to scroll all the way down, click, and
24 then pull up an entirely different web page,
25 right?

1 A. Yeah --

2 Q. Okay. Go ahead and tell me what your
3 thoughts are --

4 A. I agree with you that's how terms of service
5 typically are presented.

6 But my point is: Because I've read
7 that basically this compilation of member
8 data is the life blood of BRC, and if that's
9 true, then there are things that could have
10 been done to better protect that
11 information.

12 You know, I think it's different,
13 you know, if I have a little term of service
14 because I give you a white paper, but if I
15 give you the source code for every single
16 application I've ever written, I'm going to
17 make the terms of service a little more
18 prominent.

19 So I can't reconcile if this data
20 is the life blood of an organization, and
21 yet we're just going to put it on our
22 website.

23 If that was important, I think
24 they -- my opinion, I think they, in their
25 terms, they should have said, Hey, you can

1 use this, but only if you are a potential
2 client looking to hire one of these.

3 Like, just set some expectations,
4 and then if Pederson abuses that, well,
5 shame on him, and then you do what you got
6 to do, but I just think that if I were
7 working for you, I would have advised BRC,
8 you probably should have done these things.

9 Q. Make a clear statement that we expect if
10 you're going to use this that you're
11 legitimately looking for one of our members?

12 A. Right.

13 Q. And confine the search that you make to
14 looking for a service member in your area?
15 Something like that?

16 MR. CHESTER: Object to the form.

17 A. Yeah. Again, it's like posting a sign at
18 church, no guns allowed here.

19 Q. Okay.

20 MR. HILL: I don't have any other
21 questions. Thank you for your time today.

22 THE WITNESS: Great. It was good
23 to meet you.

24 MR. CHESTER: Read and sign.

25 VIDEOGRAPHER: We are going off the

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

1 record at 3:53 p.m.

2

3 (Whereupon, at 3:53 p.m., Thursday,

4 June 6, 2019, the taking of the

5 deposition of Mark Lanterman was

6 adjourned.)

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

1	Reason for change: _____
2	Page_____ Line_____ should read: _____
3	Reason for change: _____
4	Page_____ Line_____ should read: _____
5	Reason for change: _____
6	Page_____ Line_____ should read: _____
7	Reason for change: _____
8	Page_____ Line_____ should read: _____
9	Reason for change: _____
10	Page_____ Line_____ should read: _____
11	Reason for change: _____
12	Page_____ Line_____ should read: _____
13	Reason for change: _____
14	Page_____ Line_____ should read: _____
15	Reason for change: _____
16	Page_____ Line_____ should read: _____
17	Reason for change: _____
18	Page_____ Line_____ should read: _____
19	Reason for change: _____
20	Page_____ Line_____ should read: _____
21	Reason for change: _____
22	Page_____ Line_____ should read: _____
23	Reason for change: _____
24	
25	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.
Mark T. Lanterman on 06/06/2019

1 STATE OF MINNESOTA)
) ss
2 COUNTY OF HENNEPIN)
3

4 Be it known that I took the deposition of
5 MARK T. LANTERMAN on the 6th day of June, 2019 at
6 Minneapolis, Minnesota;

7 That I was then and there a Notary Public in and
8 for the County of Hennepin, State of Minnesota, and
9 that by virtue thereof, I was duly authorized to
10 administer an oath;

11 That the witness before testifying was by me
12 first duly sworn to testify the whole truth and
13 nothing but the truth relative to said cause;

14 That the testimony of said witness was recorded
15 in Stenotype by myself and transcribed into
16 typewriting under my direction, and that the
17 deposition is a true record of the testimony given by
18 the witness to the best of my ability;

19 That I am not related to any of the parties
20 hereto nor interested in the outcome of the action;

21 That the reading and signing of the deposition by
22 the witness was executed as evidenced by the
23 preceding page;

24 That Notice of Filing was waived.

25 WITNESS MY HAND AND SEAL THIS 13TH day of
June, 2019.



Kelly L. Hemsath, RPR
Court Reporter

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: \$0.02..1990

<u>Exhibits</u>	<u>\$</u>	<u>1</u>	<u>11th</u> 80:21
			81:11
LantermanM - 1	\$0.02 169:8	1 4:2 24:25	82:4,5
3:8 24:25	\$1,000 129:7	25:2,15,25	83:3,14
25:2,15,25	130:6	26:6	177:20
26:6	\$1.6 161:10	51:18,24	12 178:24
		52:9	184:9,15
LantermanM - 2	\$10 129:7	169:20	12.7 177:4
3:9 48:24	\$150 99:16	10 180:20	183:25
49:7,9,19	\$160 175:4,	187:12	186:6
50:20 84:4	8,18,22	188:14	123 176:2
LantermanM - 3	178:21	100 60:3,18	12:52 106:22
3:10	\$2,000	182:22	13 6:9
109:19,21,	139:15	183:1,6	13th 172:21
24		187:17	15 50:12
LantermanM - 4	\$200 86:20,	1001 116:13	90:19
3:11	23	101 182:21	188:20
113:23	\$200,000	183:9,10,	16 74:3,4,6
114:1	141:5,14	24 188:23	75:13
115:16	\$250,000	101.7 177:2	168:22,25
LantermanM - 5	94:10,14	181:2	169:3,9
3:12	\$275 12:23	182:10	170:21
115:7,9,12	\$300 100:20	186:5	175:1
LantermanM - 6	102:20	10:18 48:21	16-week 74:1
3:13	\$50,000	10:31 49:4	18 116:13
135:15,18	95:18 96:2	11 168:18	171:2,11
LantermanM - 7		170:24	172:17
3:14	\$500 57:3	172:13	18th 172:6
150:10,18	\$7 143:11	184:8	1988 110:21
LantermanM - 8	\$8 143:10	185:21	1989 9:18
3:15	\$9.99 130:6	186:15	10:1,4
171:23		11.2 186:11	1990 111:6
173:11	(11:51 106:17	
174:8			
	(90) 181:1		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: 1992..8

1992 7:25 9:18	2005 31:20	275 12:23	400 46:14
1995 7:25	2010 114:3, 6,12	2:17 150:15 2captcha.com	45 17:2 74:11
1998 6:21 10:8,12,14 32:1 36:9	2012 110:7, 14	164:24	<hr/> 5 <hr/>
1999 11:2 32:1	2013 172:4, 18	<hr/> 3 <hr/>	5 60:17 76:23 112:5 115:7,9,12 176:5,15 177:18,19 183:25 184:22 186:5
1:17-cv-03140- scj 4:6	2014 141:23 142:6,21 143:1,4 171:2,11 172:17 175:4 185:14 188:20 198:18,19 202:3	3 57:6 60:6 61:22 62:14 84:3 106:20 109:19,21, 24 137:9 30 59:17 106:5	50 84:19
1:56 150:7		31 190:23	<hr/> 6 <hr/>
1st 92:16 <hr/> 2 <hr/>	2017 92:15	365 106:3, 6,10 107:5	6 4:7 49:4 81:22 106:22 135:15,18 140:1 150:15
2 48:24 49:2,7,9, 19 50:20 51:24 52:10 68:2 84:4 169:20,24	2018 83:16 84:1,8,11 87:3 92:16 118:4 174:14 187:21	3:29 197:13 3:39 197:16 3rd 105:10 3s 128:7	<hr/> 7 <hr/>
2,000 13:18	2019 4:7 49:4 106:22 150:15 177:14,20	<hr/> 4 <hr/>	7 105:11 110:9 150:10,18
20 11:4 13:14 32:3 36:20 92:3 151:16	24 116:4	4 64:8 113:23 114:1 115:16 150:13 170:23 171:12 173:2,24 174:3,7,25	<hr/> 8 <hr/>
2000 11:2	24-hour 102:25		8 115:25 165:1,4 171:23 173:11
2000s 63:21 64:7	255 115:1		
2003 5:23 6:12,21 7:3 31:20, 21	27 174:14		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: 800..addresses

174:8	9:14	4:8	accessible	actor
177:2,21			30:25	158:10,12
800 183:5,	<u>A</u>		account	acts 35:16
10 187:12,	a.m.	4:8	148:4	40:7 78:21
15,16,18	48:21	49:4	182:6	122:11,12
188:6	106:17		200:9	actual 70:6
801 187:19	ability		accounts	actuarial
801.1 187:22	166:23		101:18	90:3
85 6:6	above-entitled		accurate	Adam 4:9
89 8:9,12	4:24		26:12,13	add 132:15
8th 80:24	Absolutely		79:9	addition
81:1,20	149:17		115:22	27:12 98:5
83:3,17,18	Abuse		acquired	additional
	154:13,16		41:12	75:17
<u>9</u>	155:11		acquiring	165:9
9 60:17	abuses	207:4	41:15	174:23
93:23	accept	65:2	acquisition	197:21
112:5	103:18		41:21	address
191:1	104:20		acronym	25:24
90 8:10	acceptable		78:20	26:2,3
102:11	201:11		Across-the-	84:4,21
181:5,10	accepted		board 12:24	87:4,12,17
182:4,8,	119:15		act 96:21,	122:16,17
14,15,16	accepting		22 154:13,	123:20
183:12	69:14		16 155:11	125:15
184:12,22	access	29:20	acted 52:12	163:16
185:1,3,24	69:6	127:7	134:1	201:3
186:8,13,	165:15		acting 42:4	204:4,8,10
20	196:20		78:18	addressed
93 193:21	199:15,16		action 11:21	198:4
95 7:2	201:12		12:2 115:5	203:1,5
99 36:9	accessed		activate	addresses
99.9 82:18	30:19		108:5	67:25
				121:24

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: adjunct..Alto

202:6	affidavit	aid 176:21	154:18
adjunct	51:8,10	air 28:10	155:12
64:8,21	52:7 53:12	airport	158:4
204:3	114:10	28:13	allegedly
adjustments	158:15,21	42:12	158:5
182:1	affidavits	96:17	allotment
administrative	14:11	98:9,13,15	169:6
78:22	156:15,16	99:1,22	allowed
admissions	afford 99:14	airport's	10:22,23
120:3	140:22	96:20	131:5
adult 66:17	afternoon	Airports	134:3
advanced	103:4	96:11	166:22
67:2	106:24	97:5,10	202:15
111:20	Agency 78:20	98:12	207:18
advantage	aggregate	ala 119:6	allowing
129:12	186:14	alert	200:16
advantages	aggressive	133:16,23	alluded
35:25 36:1	20:5	184:20	120:5
advertise	agree 152:15	185:23	155:10
39:18	192:24	186:13,19	altered
advice 153:1	195:23	187:4,9,10	155:25
advisable	206:4	188:10,12,	156:22
38:15,20	agreed 70:20	21	alternative
39:2	agreement	alerts 40:4,	38:17
138:16,22,	10:3 15:23	5 181:23	107:6
24 139:9	22:8 48:6	186:25	alternatives
advised	94:15 96:5	allegation	39:4,8
20:14,21	agreements	12:1	Alto 39:10,
207:7	152:5	154:18	19,20 41:7
advisor	ahead 7:5	155:19	43:12,17
120:10	88:1	allegations	47:17,25
affect 76:9	171:20	153:7	140:12
	187:13	155:16,17	141:7,25
	206:2	alleged	194:21

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: Alto's..area

Alto's 47:23	anomalies	84:16	78:13 88:6
amount 47:1	40:6 41:5	91:19	90:25
96:4,14	anti-virus	appendix	92:15,18
98:19,21	44:6 147:3	151:15	appreciative
165:21	anticipate	appliance	82:13
169:5	18:23	40:1,15	approach
analogy 86:4	56:11,13	47:23 48:2	29:19
analysis	anticipated	140:12,14	38:25 76:4
34:10	92:7 97:4	141:15	148:12
44:3,20	anticipating	142:1,6	approval
47:4	129:10	144:7	31:14
114:20	API's 164:16	appliances	approved
149:1	apologize	141:19	31:18
analyst	23:21	192:5	approximately
52:13,16	87:10	194:21	8:10 9:17
53:11 54:7	136:16	application	23:4,23
55:12	apparently	21:13,17	32:3 156:3
analysts	165:13,19,	119:17	177:3
61:7 62:22	20	120:1	April/may
analyze	appeal	166:22	110:14
52:24	91:23,25	172:8	arbitration
62:25	116:18	206:16	161:6
analyzed	appealed	applications	architecture
111:23	91:18	9:1 27:5	192:16
analyzes	appearances	198:13	193:25
40:3	139:20	applied	archive 47:3
analyzing	appeared	37:14	172:22
37:24	66:1	128:9	174:4,8,20
62:21	appears	applies	archive.org
announcements	110:1,15	69:15	165:25
72:22	172:15	147:16	172:1,5
annual 87:5,	201:22	apply 68:8	179:16
13 93:10,	appellate	88:20	201:21
12,20	appointed	119:15	area 5:13,

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019 Index: argumentative..attendees

18 133:19	55:12	attack 42:17	126:8
199:23	74:16,20	57:1 76:12	127:11,20
200:6	75:4 82:5	85:2,7,15	attacks
207:14	91:25	86:3,15	42:8,9
argumentative	104:24,25	96:18	81:17
193:4,6	assignments	97:7,9	84:23
ARISA 12:4	74:13	121:18,21,	85:17
army 121:20	assist 9:16	22 122:5	87:21
arrangement	54:24	123:3,5,6,	121:11,23
95:9,14,25	55:14	25 124:8,	123:13,14
96:12,13	72:12	11,13	125:1
97:24	assistance	125:20,23	128:13
arrives	8:22,23	126:10,18	130:10
103:3	Assistant	127:2,4,	132:19
104:16,17	180:12	23,25	199:6
article	assisted	128:4,20,	attempt
198:25	8:22	22,25	135:13
199:2	assisting	129:2,5,13	188:6
articles	9:25 55:16	130:15	attempted
14:8	71:13	131:8,16	46:20
74:18,19,	Association	132:14	189:19
22,23 75:3	56:21	133:7,8,12	attempting
146:2	assume 25:15	146:4	20:4,15,21
198:9,10	26:5	158:5	123:8
artifacts	162:24	199:10	203:6
113:1	assuming	202:9	204:23
artificial	183:22	203:18	attend 57:24
79:22	200:15	205:11	59:6,8
aspect 15:17	203:1	attacked	60:16
32:10 98:2	attach	85:1	117:9
aspects	125:16	attacker	attended
178:19	attachment	123:7	60:1 63:19
assigned 7:8	77:24	125:4	82:6
29:19	144:2	126:11	attendees
		134:6,18	56:22
		202:8	58:13
		attacking	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: attention..basically

67:21	author	146:3	82:16	background
68:12				52:1,6
78:24	authored			136:22
	13:13		B	
attention	15:19			backgrounds
198:25	155:9	baby	78:11, 15	138:5
attorney	authorized		bachelor	backup 28:19
18:10,13,	204:18		110:20	bad 61:17
20 91:14,				94:18
15 95:2	authorizing		back 8:9	130:17
96:2 105:2	204:12		21:24	134:20
151:1	automate		23:20 32:8	135:5
180:13	142:16		38:1 49:1	157:23
attorney's	automated		70:23	Baker 4:18
94:25	163:10		82:22	bakery 9:14
95:15,24			98:10	ball 186:4
98:1,2	automatically		103:4,9	bandwidth
99:7	164:18		104:2	101:3
attorneys	availability		105:7,9,12	bank 10:19
16:5 19:14	177:4		106:19	52:20
37:11,12,	averaging		113:1	56:12
16 99:13,	181:2		128:1	159:3,5
23	182:9		135:5	banking
audience	avoiding		150:12	133:9
67:3 78:10	63:9		153:13	134:16
139:25	awarded		166:14	Bar 56:21
140:1,2	57:21		171:12	Bar's 93:6
146:9	aware	40:20	172:3	based 152:16
audits	56:22 57:2		173:10	166:2,3
142:19	58:14		175:14	181:13,14,
August	67:21		178:16	16 185:10
172:18,21	133:2		184:6	188:15
AUSA 180:12	awareness		189:6,24	basically
authenticity	56:21		194:4	8:20 80:17
114:15	133:1		197:15,18, 19 202:3	
	awesome		back-end	
			30:18	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: basis..Brc's

83:1	benefit	66:19	111:17
85:19,22	177:17	68:19	152:8
96:17	benefits	75:18 78:3	173:19
126:6	12:7	113:14	177:21
128:8		115:20	201:23
200:9,19	Bestbuy.com	121:10	205:20
206:7	129:4	128:8	bound 48:6
basis 94:7	big 68:6	205:3	BRC 141:23
141:11	88:16	bitty 205:21	142:6,9,
191:7	99:20	black 197:1	11,20
Bates 170:4,	147:23	block 189:19	165:9,13
15,16	bill 94:13	197:8	168:4,10,
176:2	95:17	blood 206:8,	15 169:3,8
Beach 80:23	98:24	20	175:3,8,24
began 8:10	100:5,21	board 91:3,	178:15
31:9 49:25	102:19,20	13,18	179:14
begin 31:3	billed	92:2,5,13	182:5
64:21	100:23	116:19	186:25
beginning	175:23	bold 51:25	187:4,11
4:2 31:7,	billing	165:2,6,7	188:4,19
25 118:11	22:14 99:2	bold-faced	190:14,19
begins 71:15	130:24	167:6	191:2,7
168:21	131:1	boldface	192:16,23
belief 116:8	175:8	180:22	194:1,8
believed	billings	book 69:23	196:9,11
44:10 46:4	131:12	74:17 93:7	197:20
116:8	175:19	books 74:18,	199:13,20
believes	billion	19	200:5,8,15
42:7	161:10	bookshelf	201:10,15
Bellingham	bills 23:3	64:2	203:4
159:4,5	bio 25:20	born 111:1	206:8
belt 39:16	26:10,15	bottom 25:25	207:7
bench 78:14	bit 39:14	52:9	BRC's 165:22
	42:2 55:10		166:2
	60:24 61:7		190:10
			192:15
			193:24

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: breach..Captcha's

breach 44:1 48:9	108:19	8:21 133:16	called 11:22 12:4 45:23 51:3 71:1 72:18 89:8 122:11 125:24 170:23
breached 44:10,19 126:10	brute 127:1, 4,10,20 128:3	button 68:17	
breaches 137:19	buck 65:4	buy 44:16 57:2 69:23 129:4,7	
break 47:10 48:19 60:17 66:5 90:21 99:19 106:14 107:2 145:3 150:5 162:23 191:12 197:11,18	budget 86:22 94:14 99:20	BYOD 109:7, 9,14	calling 25:6 calls 10:19 14:18 149:7 199:22
bring 9:8 109:15	budgeted 95:18 96:3	Bypasscaptcha.com 164:22	Cambridge 118:12
bringing 40:12	building 17:24 28:1 195:1 200:6,17	bypassing 164:18	camera 69:5, 7
brochures 72:21	buildingreport s.com 4:4 141:24	C-I-S-O 145:5	campus 59:10
brought 12:3 59:18 79:6	bullet 153:15 160:22,24, 25 161:2 169:23,24	C-S-O 145:4	canceled 88:10
browse 108:9,23	bump 167:2	cached 172:22	calculator 171:15
browser 126:22	bunch 88:10 89:16 126:12 134:20 139:25	call 7:14 17:1 18:3, 4,6 25:12 64:18 70:25 81:3 126:24,25 178:25 179:6,7,10 180:4 181:14,18 182:19 188:10 197:10	capabilities 143:23,24
browses 126:21	business 34:11 76:16 101:25 105:15		capacity 53:10 65:22 183:5 184:23
browsing	businesses		CAPTCHA 162:11,14, 19 163:7, 18 164:6, 7,11,20
			CAPTCHA's

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: capture..cell

164:18	cartoon	114:12,16,	96:10
capture	89:5,9,12,	18,22,24	132:19,23
175:24	15 90:7	115:3,4,	133:2
captured	case 4:6	19,21	134:21
46:4	11:19,25	127:5	141:1
174:24	12:6,16	133:14	151:14,21
car 86:4	13:3,5	144:8,11,	152:18,22
126:6	15:5,7,10,	23 150:20,	153:17
148:21	16,17,19	25 152:4,	154:16
card 126:13	16:4,7,9	11,17	155:14,16,
care 76:20	18:10	153:5,10,	19,22
89:21	19:11,20	16 154:7,	156:4,5,
163:12,13	20:16,17	19,21,22,	12,25
career 7:19	21:8,23	23 155:10,	157:7,8,
50:5	22:1,2,4	12 156:20	12,23,25
130:11	23:1,24	158:8,20,	159:24
careful	24:11,16,	23 159:9,	161:25
63:2,6	19 27:25	12,13,20,	162:1,5
carefully	28:13	24 160:1	cashier
42:23	29:4,20	168:13	133:18
carpet 89:8	34:20	169:22	134:13
carried	37:18,20	173:5	cast 194:24
85:16	44:8 45:7,	176:8	cataloging
125:2	18,25 46:9	180:1,6,22	172:16
carriers	47:6 48:15	185:6	catch 44:6
103:19	49:21,24	187:19,25	categories
Carruthers	51:3,7,11	188:16	56:11
77:5,19	56:25 68:4	190:1,19	caught
carry 203:17	82:20	192:16	147:11
carrying	83:7,8	196:7	cell 33:25
202:8	86:19	198:1,17	52:25
cars 85:19,	88:5,15	201:5	81:14
21	90:10,11	cases 44:2	87:20
	102:14	51:13	101:20
	104:16,19,	67:18 75:9	102:3,23,
	24 105:2,	79:11	24,25
	17 108:15	90:11	
	110:7	91:25 92:8	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: center..Chester

103:2,16,	130:2,5	33:12,13	105:22
25 104:15	149:1,8,12	34:5	106:15
109:1,11	changed	checks	107:8
center 57:18	165:23	133:18	108:10
59:11 60:8	changing	Cheney	109:4,10
62:17 63:5	92:20	136:24	115:15
64:4 80:6,	chapter	Chester 4:17	121:1
9	93:11,14	12:8 13:21	122:6,18,
CEO 27:8,10	charge 9:16	14:2,17,24	24 124:1
45:11	72:4 99:6,	17:10	128:16
certificate	22 100:20	19:21	129:15,18,
57:3,15,21	125:7	20:16,24	23 130:3,
58:23	140:23	29:11	12 131:24
60:10	168:10	31:12	132:5,10,
117:25	175:4,22	32:13,24	16,22
118:1,2	charged	35:12 37:1	133:5
certification	12:18	38:6,14	134:8
57:7,14	142:5	40:16	137:25
60:7,11	168:16	47:8,20	139:3,23
63:20,23,	169:8	50:22	140:15
24 64:4	charges	51:12	141:17
certifications	168:3	52:18	142:2,7,22
63:22	175:23	53:7,14,20	143:9
117:6	chats 119:7	55:19,25	144:12,18
CFA 54:22	check 10:24	58:7 59:15	145:13
CFS 137:17	30:21	62:5 63:11	149:6,22
Cha-ching	52:20	65:22	150:2
90:6	134:13	66:15	152:2
chain 58:10	check-in/	75:10 78:2	154:3
104:4,12	check-out	79:18	155:2
105:4,8	30:12	80:10	158:9
change 40:17	checked 34:7	87:6,8	159:22
128:8	201:16	90:16,20	160:2
129:6	checking	97:13	163:5
		102:5	164:2,8
		103:17	166:20
		104:13	169:15
			170:10,17,

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: chicken..client

19 177:18	chose 172:6	91:13	75:23,25
181:6	173:2	city 5:10	119:3
182:11	Chris 17:13	6:23 7:6,	classically
183:15,20	90:3	10,12	205:17
184:2	church	civilian	classmates
185:5,15,	202:14	57:23	119:10
25 186:17	207:18	civilians	classroom
187:2,23	circa 114:3	112:19	65:20
188:22	circling	claim 161:20	clear 95:11
190:4,15	194:4	clarify	174:5
193:3	Circuit	38:23 70:2	185:19
195:20	80:22,24	94:12	207:9
196:5,12	81:1,11,20	156:13	clerks 81:7
197:6	82:4,6	177:7	click
199:7	83:3,14,	180:2	133:22,24
200:23	17,18	204:22	205:23
201:6,17	circumstances	class 11:21	clicked
203:13	154:20	12:2,15	173:18,23
207:16,24	circumvent	57:16,23	clicking
chicken	198:5	59:14,16	42:20
89:5,9,12,	circus 89:7	60:25 61:1	174:21
14,15 90:7	CISO 140:3	62:2,18,19	clicks 68:17
chief 26:22	145:1	69:19,20	client 33:7
27:1 51:19	CISO's	70:6 71:4	37:20
84:5,15,18	145:14	72:7,9,22	44:8,18
145:5,7,8	citation	73:6 74:5	45:18,19
196:1,2	193:10,16	77:11 79:6	47:5 90:14
child 113:5	citations	115:4	102:22
chimed 179:1	192:25	118:16,17	103:21
Chinese	193:11	119:1	105:6,7
29:18	cite 175:11	classes 59:6	140:24
choir 10:11	193:19,20	60:15	147:21
choose 75:2	citizen	62:6,13	164:6
chop-chop		67:20	207:2
125:10		72:10	
		74:3,4,8	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019 Index: client's..compensation

client's	coffee 82:14	110:17,20	183:23
44:4 91:21	collar 60:8	combination	communication
100:13	61:9,25	181:19	38:11
105:23	62:17 63:5	comfortable	138:19
162:20	64:3	147:13	communications
clients 27:7	collect 12:9	commented	12:10
28:2 91:6	88:18	153:9	19:13,18,
100:6	101:6	191:18	25 20:25
102:12	103:3	commenting	21:1 45:11
104:10	106:5	153:12	companies
114:22	107:13	comments	9:6 38:9
147:9	113:10	179:1	39:4
163:22	190:10,13,	190:16	company 6:2,
168:4	21	commercial	5,7,13
clink 94:19	collected	61:6	27:3 29:16
close 106:25	46:19	195:18	31:7,8
closer 45:5	134:2	Commission	32:1 36:11
closest	172:5	96:11	39:20
172:7	201:19	97:5,10	40:25
173:3	collecting	98:13	41:13 44:9
Cloud 106:3	107:18,25	commit	46:1 88:8
107:4	112:25	203:21	135:22
Cloud-based	collection	commitment	140:21
28:7 107:5	107:3	80:8,14	141:7
clue 88:1	165:22	committed	158:4,13,
co-author	172:25	42:8	14 196:3
93:6	190:3	committee	199:22
co-teach	203:2	92:18,21,	200:5
77:4	collections	25 93:1	company's
code 114:19	101:16,17	common 106:1	15:22
116:13	105:25	communicate	25:19 32:6
126:19,21,	106:7,10	33:6	135:21
25 131:15	College	communicated	compensation
206:15	76:24		14:7 69:14
	77:2,9		94:7
	78:10 79:6		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019 Index: competing..configured

competing	23:16	15 136:6	14:18
88:9	25:21	137:1, 4	149:7
competitor	26:22 27:1	138:18, 25	166:7
41:6	28:20, 25	145:24	176:25
competitors	29:2 30:5,	150:22	conduct 47:4
45:14	20, 23	154:12, 16	conducts
141:12	31:2, 23	155:11, 24	112:16
compilation	32:21, 22	156:21	conference
206:7	33:2, 3, 5,	157:2, 23	81:4 83:15
complain	7, 8, 10, 11,	158:6, 7	84:5 87:5,
148:2	15, 17, 20,	162:17	14 179:5
complaint	23 34:2, 4,	163:1	conferences
91:15	5 35:6, 9	164:5	10:17
complaints	36:5, 14, 18	192:15	80:19
91:7	38:10 43:9	193:25	83:4, 13
completed	46:13	203:11	145:15
57:20	51:20	204:4, 7	confessions
completion	52:13, 15	computers	111:24
57:19, 21	53:11 54:7	8:3, 14	confident
compliment	57:8 60:7	9:13 28:24	41:22
26:8	61:1 64:9	32:21 33:2	confidential
complimenting	65:6 66:13	36:4 52:25	48:5
193:9	78:1 82:11	53:5 58:5	confidentialit
complying	93:24	107:14	y 48:6
137:11	94:22	111:15	152:5, 13
components	95:12	conceivable	configuration
192:7	100:7	132:14	105:23
comport	102:3	conceivably	195:24
172:18	104:22	122:23	196:8, 13
computer	107:14, 16	130:8	configurations
5:16, 21	108:2, 15	149:24	17:22
11:16	109:2	concerns	configureable
18:11	110:21	170:8	195:19
	111:6	concluding	configured
	117:21	191:7	
	127:6, 18	conclusion	
	131:6		
	132:3, 4, 9,		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019 Index: confine..conversations

122:21,22	connection	consultant	contracted
186:19	21:23	9:24	29:23
196:23	24:10	consulting	93:24 94:6
confine	48:13	9:18 11:2	97:21
207:13	49:20	contact 77:9	contracts
confirm	105:17		95:12
168:8	107:21	contacted	control
confirmed	108:16	77:13	32:11 36:2
167:19	110:6	138:1	69:1,4
178:20,23	114:11	contemplated	108:21
181:20	139:19	56:10,18	175:17
conflict	144:10	content	controlling
10:24	194:18	135:23	121:19
conflicting	connections	174:2	controls
190:16	167:25	contents	165:10
confronted	Conseco	26:10	197:21,25
79:16	11:22	contested	198:5
confused	12:3,10	11:8	199:4
88:2	consideration	context 63:9	controversial
136:10	146:5,8	122:4	147:24
confusion	147:17	124:12	convenience
87:24	149:18	126:18	68:18
congratulate	considerations	138:1,18	convenient
45:13	78:8	166:9,18	68:14
connect	considered	181:11	conversation
28:11 39:1	57:25	183:13	17:4,18
76:18 86:9	138:21	continue	19:6,10
107:17	consist	168:24	87:1
connected	112:2	contraband	166:3,4
33:14	consistent	58:19	177:12
68:23	174:1	contract	179:20
69:10	175:8	94:9,24	conversations
108:16	179:22	95:9 98:14	119:10
123:8	consult	202:19	185:12
	144:21		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: cool..court

cool 142:13	correct 10:7	193:2,17	county 30:1
cop 94:20	12:16	194:2,3,6	93:25
copied	15:12 17:8	195:7	94:24
189:10	24:8 25:22	200:13,22	95:3,15,
copies 27:24	26:23	204:8,9	16,24 96:1
63:22	33:23	correctly	97:25 98:1
copy 17:14	49:15	39:6	99:7,13,23
24:11,14	50:1,15,21	110:18	county's
28:19	51:13	153:7	95:6
46:8,9	54:16	177:1,10	couple 51:1
47:2,3	55:17	200:3	52:4 68:16
69:24	60:19 62:7	cost 139:22	172:2
105:5	65:21	140:7,13	courier
125:9	69:18	141:11,23	103:21
150:19	90:23,24	146:7	courses
163:13	91:3 93:7	147:16	60:12
core 176:23	94:25	149:25	61:21
178:20	97:2,15	counsel 4:13	63:15 65:5
182:25	99:4 102:4	12:15	117:13
184:16,21	110:8	15:14	120:25
185:3	111:7	19:19 21:1	coursework
186:19	116:20	22:2,3,25	59:12
187:17	150:1,20	23:8,24	60:18
cores	154:8	76:6	111:12
176:16,23	155:5	88:23,25	124:18
177:3	171:3,4	169:14	court 4:10,
182:16	174:11	178:6	20 9:25
183:6	175:5,6,9	counsel's	11:8 13:5,
184:11	176:13	78:6 96:23	6,9 14:12
185:21	177:23	count 158:15	25:3,5,14
186:6,9	178:3,5,7,	161:6	48:25
corporate	10,23,24	counterfeit	49:6,21
158:6	183:1,7,	133:18	50:6 54:2
corporations	10,14,23	counterfeits	67:11 75:9
11:3 38:16	184:3	133:20	77:6
	186:2		78:11,25
	189:1		
	192:21		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: court-ordered..cyber

81:6,24	182:8,16	62:17 63:5	custodians
82:2,8,17,	183:3	64:4	105:18
21,22	185:24	crimes 6:15	106:5
83:1,23	187:16,22	52:12,19,	custody
84:16,25	crafted	20	58:10
86:13,21	42:23	criminal	104:4,12
91:1 92:23	crazy 89:7	58:6	105:4,8
109:22,24	create 86:2	135:12	customer
110:2,6	100:16,24	criminals	177:25
113:24	created	134:3	customers
114:1,11	11:16	criteria	181:22
115:10,12	24:15	88:20,21	cv 110:13
135:16	35:20	critiquing	114:3,4,7
145:2	191:24	153:2	cyber 42:8
150:11,17	creating	cross-	54:25
156:14	13:25	pollinate	55:4,22
159:1	100:10	51:14	67:21
162:6	creation	cross-	72:16,23,
171:24	31:22	reference	25 74:25
court-ordered	100:20	170:15	75:6
161:6	credentialing	cross-	76:12,16
Courts 84:19	199:15	scripting	81:17
cover 18:9	credentials	128:20,22	84:23
66:23 67:1	133:9	cross-wire	87:21
69:21	134:2	162:2	96:18
71:10,16,	135:3	CTO 27:10	97:21 98:3
19 87:18	credit	current 27:4	117:7,15
124:24	117:16	66:8 83:6	120:1,9,
covered 61:2	126:12	141:20	14,22
63:1 79:20	205:4	curriculum	137:18
covering	creep 68:1	66:6	138:3,25
119:11	crime 29:25	custodian's	144:15,21
CPA 23:13	60:8	107:19	145:11
CPU 176:6,	61:10,25		148:8
22 177:2,4			153:25
181:1			155:25

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019 Index: D-O-X-X-I-N-G..delegated

156:23,25	17 163:2	daughter	64:14 68:3
202:5	165:15	118:14	91:24
	166:23	David 23:10	declaration
D	167:25		52:7 81:23
	168:4,6,11	day 35:2	
D-O-X-X-I-N-G	169:4,5	45:21	declare
67:13	190:2	59:14,16,	49:13
Dakota 55:9	201:20	20,21 62:1	116:5,9
77:5	202:23	71:10,16	decompiling
Dan 77:5	203:2,18	81:10	61:15
79:4	206:8,19	93:22 99:2	dedicated
Daniels 4:18	databank	101:13	109:1
	28:17	172:24	
dark 81:16	database	day-to-day	defendant
87:19	30:6,8,9,	135:23	4:19 11:11
113:4	14,18,19	days 86:22	88:14
data 27:15,	31:4,9	172:2	defendant's
16,17,23,	33:12,15	deal 27:5	88:21,23,
25 28:3,4,	129:5,9,		25
5,14,17,	14,25	dealing	defendants
18,19	203:19	205:15	88:19
29:8,14,21	databases	dealings	89:2,5
44:1 46:19	132:21	180:9	115:2
53:5 58:17	date 4:7	deals 136:7	defending
61:4 66:13	24:6,7	146:20	161:20
86:7	41:11 45:9	dealt 112:24	defenses
88:18,21	46:14	132:23	44:5
90:4	172:6,7,	death 164:20	definition
129:9,14,	15,21		137:23
22 130:2,6	173:7	debate 79:24	156:13,24
132:4,8,	177:15	December	158:16
15,20	dated 172:17	92:14	degree
137:19	dates 83:12	decided	117:17,23
148:13	171:5,10	42:18	delegated
157:4,23	172:4	189:21	32:8 136:4
160:9		decision	
161:14,16,			

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: delete..desirous

delete 132:4	denial-of-	131:25	depositions
deleted 61:4	service	132:11	108:5
90:2	84:23	139:7,16,	156:14
101:9,10	85:1,7,15	24 140:18	193:12
106:9	86:3,14	141:18	194:8
deleting	97:7,9	146:9,11	derivative
157:4	122:5	147:7,21	128:10
deletion	dented	148:20	derogatory
129:14	104:17	depiction	193:8
deliver	dentist 9:12	176:6	Derrick 35:2
102:9	department	deployed	Des 80:24
103:20,21	7:23 37:9,	162:14,18	describe
104:4	10 54:18,	198:6	57:6
delivered	19 57:7,12	deploying	103:12
87:4,12	58:24	146:7	122:13,14
102:11	112:7	deployment	description
130:20	120:3	190:2	26:10
133:10	departments	deposes 5:1	design
delivering	112:11	deposition	164:9,12
84:4	depend	4:3 14:12	designated
delivery	156:24	16:7 18:23	136:5
104:20	depended	21:21 25:1	designed
demands	74:10	48:23 49:3	127:19
88:13	depending	50:1 53:12	142:12
demonstration	85:16	54:11,13	164:5
69:2	104:16	106:21	designer
demonstrative	127:15	109:20	32:16
176:18,21	139:10,11,	113:22	35:22
177:1	12 200:24	115:8	136:8
denial 85:22	depends	135:14	designs
121:11,13,	45:17	150:9,14	148:16
15,16	63:23	166:5	desirous
199:5,9	81:10	167:5	200:17
	105:23	171:22	
	122:21	192:22,25	
		193:20	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: desk..discounted

desk 9:2	determine	108:20,21	digital
30:24	46:20	121:18,25	29:25
33:10 93:7	58:20	devoted	54:24
104:21,22	144:9	75:14	55:12,17,
139:5	160:7	DHS 37:15	23 62:22
destination	181:25	57:13,15	76:7 93:15
123:11,22	190:20	diagnosing	161:11
destroyed	determined	61:23	Digital's
101:13	44:21 47:6	diagram	161:12
detail 66:24	134:5	176:15,16,	digitized
details	202:8	17 184:17	58:4
51:15	determining	191:25	dinged
159:11	58:18	192:7	104:18
199:1	147:17	dial 96:19	directed
detect 44:25	149:3	97:11	97:9
133:21	developed	Dick 136:24	179:21
detected	30:9	dictionary	direction
46:2	143:17	127:23,25	96:22,23
detection	developer	128:4,6,	directly
191:3,8,14	130:18	11,12	21:14
192:18	136:2,3,7,	difference	182:20
194:9,17,	15	87:22 88:3	director
19	development	139:1	15:22
detection/	27:20 32:6	differently	disagree
intrusion	34:11	39:14	114:14
194:23	device 69:3	147:25	disclose
detective	102:2,10	differs	20:24
6:23 7:6	109:2,15	176:23	disconnected
detector	148:16	difficult	107:20
42:12	196:19	123:24	108:18
detectors	devices	124:4	discount
142:15	52:24,25	133:20	99:14,15
determination	53:6 58:5,	dig 161:3	discounted
153:20	20 69:9		100:1
	103:16		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: discourage..drive-by

discourage	157:1	117:17	dormitories
103:19			59:9
discover	131:16	doctorate	double-check
163:3		117:20	93:18
discovery	Dispain	document	doubt 202:10
75:8,14,16	167:19	42:22,25	
88:7,13,16	180:24	49:10	download
discretion	189:9,11	79:23	42:21
31:13	196:25	88:13 89:4	134:20
195:25	Dispain's	110:5,10	166:23
discuss	189:15	116:2	downloaded
67:23	dispute 88:7	127:6	134:1
137:17	dissecting	128:2	downloading
186:24	61:15	131:12,14	58:18
discussed	distance	169:25	107:19
56:6 75:4	72:2	170:5,6	downloads
81:14,16	distributed	175:17	42:23
87:22	121:13,15,	176:17	134:22
178:19	16 122:4	documentation	downtown
182:17	199:5	58:10	18:17
187:7	district	105:8	doxxing
discussing	25:10	179:9	67:6,11,15
75:17	80:19 81:1	documents	81:14
107:3	95:2,5	12:12 19:1	Dozens 156:7
119:11	159:1	78:6	drive 46:8
143:8	diversity	140:20	78:1
182:18	13:7	170:9	100:11,14,
194:12,20	divide 186:9	176:7,9	24 102:2,
discussion	divided	dollar 96:4,	23 103:8
74:12,14	177:2	14 147:23	104:15
92:20	186:5	148:15	105:1
discussions	division	dollars	126:7
56:8 76:14	61:10	57:24	drive-by
145:19	doctoral	141:8	125:20,22,
disgruntled		Donovan	25 126:17
		114:20	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: drives..elective

drives	86:13,21	e-mail-related	educating
101:20		143:23	76:8
102:1	e-mail 12:9,		
103:16	11 29:3	e-mailing	education
132:21	33:5,17,	204:17	65:4
157:3	18,22 34:4	e-mails	110:16
	36:14,17	33:25	117:5
driving	42:6,9,18	88:14	119:2
28:16	43:7 57:2	101:13	
125:25	77:24	107:24	educational
126:2,14	88:15 90:2	188:10,13	163:12
	101:17	189:11	effect 92:16
drop-in	105:16,25		166:8,17,
40:1,15	106:5	Eagan 28:12	21 201:24
Dropbox	107:4,6,13	earlier 22:7	effective
148:13,18	125:5,11,	23:20 24:3	139:22
Drudge	15 130:21,	47:24 48:3	140:7
108:23	23 133:10,	58:11	202:7
DTN 160:25	11,12,13,	69:13 97:6	effectiveness
	15 134:12	145:1	146:3
dual 7:14	143:13,16,	early 63:21	147:15
due 112:13	25 144:1,	64:7	149:15,25
	3,4,5		
duly 4:25	163:16	easily 60:5	efficient
duration	176:9	142:17	68:15
107:18	178:22	157:20	127:14
	180:23	East 110:24	effort
<hr/>	181:11	111:3	123:21
E	182:3,6	easy 124:6	eight-core
<hr/>	184:14	179:15	183:4
E's 128:7	187:21	196:20	184:1
E-DISCOVERY	188:21	198:4	186:14
75:19	189:12		
87:5,13,23	194:13	Edgewell	eight-page
88:3 90:10	203:25	153:16	110:10
93:7	204:4,7,8,	160:24	
E-DISCOVERY-	10,13,14,		elected
TYPE 101:18	17,19	editor 89:15	78:13
E-FILING		educate 65:3	elective

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: electronic..ethics

73:14,16	142:20	enforcement-	182:2
electronic	157:3	only 57:22	envision
6:15 17:15	160:13	engage 124:4	56:19
27:15,16	employer	127:19	episode
46:12	76:10	engaged	48:13
52:12	employment	23:23	173:5
75:8,14,16	7:14 12:7	32:15	equals 186:6
77:18	157:12	engagement	erasure
111:23	encompasses	15:23	132:20
else's	124:22	22:8,16	error 131:2
132:4,9	encounter	24:8 144:8	errors 15:25
embedded	198:15	180:1	151:9
131:13	encountered	engages	essentially
emphasis	130:10	147:23	23:18
75:24	encrypt	engaging	28:19 40:2
employed	148:13	158:4	121:19
5:15 8:6	encrypted	enjoyed	122:11
10:2 23:15	27:24	61:20	123:6
employee	end 89:17,	entail 91:5	125:3
18:13	19,23 90:1	97:12	127:11
33:20	99:2	enter 163:16	196:24
34:23 35:1	107:15	entering	197:5
97:18	118:10	44:12	199:20
127:7	205:19	entire 19:11	establish
157:1	endorsement	183:3	205:13
158:13	146:20	entries	estimate
161:14,19	enforcement	111:18	13:12,16
employees	6:16 10:2	entry 141:11	41:17
6:7 20:6	56:14,15	environment	ethical
29:19	57:18	40:9 44:13	77:16 78:7
30:20	59:10	107:7	79:13
31:13	99:11,25	109:9	91:15
33:6,24	104:3	119:4	ethics 10:25
34:13,14,	112:17		77:18
21 108:8			

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: event..expert

event 24:6	evidentiary	executes	expect 69:22
75:1 96:18	46:8	131:15	205:7
138:3	Evolving	executives	207:9
154:1	77:16	88:8	expectations
156:1,23,	exact 140:25	exercise	202:18,22
25 158:3	EXAMINATION	149:3	205:6,9,
173:2	5:3	exhibit	10,14,16
events 56:7	examples	24:25	207:3
98:3	87:20	25:2,15,25	expected
123:16	exceeded	26:6 48:24	53:11,18,
152:23	169:9	49:7,9,19	24 119:14
eventually	180:25	50:20 51:2	expenses
10:23	184:12	84:4	69:21 70:1
everyday	exception	109:19,21,	expensive
139:22	69:18	24,25	90:14
140:3	78:16	113:23	141:19
evidence	100:8,9	114:1,10	experience
30:10,11	115:4	115:7,9,	48:12
33:13	excess	12,16	82:23
34:6,7,9	185:21	116:24	125:1,17,
37:25	exchange	135:15,18	22 128:18
46:12,17	105:16,19	137:10	129:17
57:8 58:4	107:7	150:10,18	145:14
61:1,3	excluded	171:21,23	179:25
62:22	162:7	173:11	181:16
71:23	excluding	174:8	experiences
77:18	192:9	184:6	50:13
81:14 83:9	excuse	exist 196:9	expert 9:24
87:20	118:24	existed	11:7 12:6
101:12	executed	110:14	13:2,12,
102:11	165:11	117:3	20,25 14:1
103:18	172:8	existence	15:18
111:23	197:22	35:9	24:16
113:11	expanding	152:12	93:25
165:25	143:14,18		133:1
201:13			

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: experts..field

154:15	147:15	faculty	188:15
155:9		64:9,22	197:1
161:13	external	69:16	farther
162:10	58:20	71:5,8,13	116:23
experts 76:8	extract 53:5	72:6,11	fascinated
93:17	Eye 39:11	76:24 77:1	86:17
explain 7:4	40:24,25	80:6,9	FBI 138:5
47:5 68:12	41:8,12,14	120:5	FDIC 133:15
85:8 89:9,	43:12,17	204:3	feature
13 153:22	47:18 48:2	Faegre 4:18	196:21
182:22	141:5,14	failed 44:24	199:17,25
explaining	142:5	45:14	200:15,22
66:12	194:21	fair 51:9	February
explanation	195:2	66:14	92:14,16
86:1		79:19	114:12
124:21	F	149:20	177:14
expose 79:10	face 26:7	163:4,25	Federal
exposed	facility	203:23	13:5,8
120:24	27:19,21,	fall 118:11	14:3,5
expressed	22 28:5,12	169:23	57:17
120:19	facing 148:7	falls 28:1	59:10
155:23	fact 38:10	35:4,5	80:6,9,19
199:13	44:19	203:7	81:5 110:2
expressing	84:25	false 116:11	159:1
48:14	114:16	familiar	Fedex 102:12
156:20	162:25	9:13 36:23	103:8,18,
extended	168:10	37:3,6	20 104:21
184:13	184:11	43:6 109:7	105:12
extension	192:14	121:12	felony
119:19,23	197:20	122:1,3	203:22
120:2	factors	123:2,17	field 50:5
extent 56:17	147:16	124:7,13	55:7 65:6
74:20	149:19	127:22	117:21
82:25	facts 51:11	154:12	138:24
	144:10	164:16	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: fight..Footnote

fight 88:16	150:24	13,16	120:16
figure 40:11	Finance	38:1,3,12	flat
44:3 61:17	11:23	39:2,5,8,	100:11,18
140:21	financial	15,16	FLETC 59:10
170:23	52:19,21	138:17,20	62:1
171:12	133:9	139:15	flies 11:5
173:2,24	find 95:20	191:8,14,	flipped 10:8
174:3,7,25	96:6	19 192:17	flood 86:9
176:5,6,15	126:8,15	194:9,22	flooding
183:25	145:20	195:9,12,	85:23
184:22	158:24	16 196:9	fly 34:14
186:5	173:4	firewall/	focal 112:22
189:17,23	187:11	intrusion	focus 42:5
190:22	fine 5:11	191:3	43:7 45:9
figuring	25:8,13	firewalls	58:3 61:23
61:16	101:19	35:20,21	68:9 75:8
file 18:10,	108:24	192:1,4	77:17
24 19:11,	116:12	195:18	81:12
20 20:8	finish 47:11	firm 11:11,	139:21
22:10	finished	20 18:16	162:23
77:22	73:5	23:23	focused
89:18 90:1	118:25	26:3,16	58:16 62:4
91:6 128:5	fire 39:11	125:8	93:16
188:16	40:24,25	139:6	158:17
filed 110:6	41:8,12,14	147:23	184:16
114:11	43:12,17	148:11,14	follow 37:19
155:14	47:18 48:2	162:17	202:12
files 18:20	141:5,14	firm's 125:6	203:4
201:14	142:5,15	firms 11:3	Foo 178:3,
filing 114:6	194:21	firsthand	25 180:5,
156:15	195:2	187:24	11
fill 72:9	firewall	fits 157:20	Footnote
119:17	35:11,15,	five-month	177:18,19
final 31:14	16,25	117:12,14	
91:24	36:1,6,11,	118:4	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: footnoted..found

footnoted	16, 21, 24	32:13, 24	141:17
176:7	108:2	35:12 37:1	142:2, 7, 22
force 6:15,	109:2	38:6, 14	143:9
19 52:12,	136:6	40:16	144:12, 18
16 54:8, 15	137:2, 4	47:20	145:13
127:1, 4,	145:24	50:22	149:6, 22
11, 20	150:22	51:12	150:2
128:3	162:17	52:18	152:2
129:9	163:1	53:7, 14, 20	154:3
	164:5	55:19 58:7	158:9
foregoing	204:4, 8	59:15	159:22
49:15		63:11	163:5
	forensics	66:15	164:2, 8
forensic	37:22, 24	75:10 78:2	166:20
5:16, 22	50:5 60:7	79:18	181:6
11:16	61:8 65:12	80:10	182:11
18:12	66:9 70:25	97:13	183:15, 20
23:16	71:1, 3	102:5	184:2
25:21	75:18	103:17	185:5, 15,
26:23 27:1	87:23 88:4	104:13	25 186:17
28:20, 25	90:9 93:15	105:22	187:2, 23
30:5, 20	97:20 98:6	107:8	188:22
31:2, 23		108:10	190:4, 15
32:22	forever	109:4, 10	193:3
33:3, 21	197:9	121:1	195:20
34:2 35:9	forget	122:6, 18,	196:5, 12
36:5 37:19	78:18, 20	24 124:1	197:6
43:9 46:7	82:13, 24	128:16	199:7
47:3 51:20	forgotten	129:15, 23	200:23
52:13, 16	23:21	130:3, 12	201:6, 17
53:11	form 12:8	131:24	203:13
54:7, 25	13:21	132:5, 10,	207:16
55:12, 16,	14:2, 17, 24	16, 22	formatting
18, 24 61:5	17:15	133:5	115:20
76:8 90:11	19:21	134:8	formed 88:9
93:17, 24	27:15, 16	137:25	found 45:12
94:22	29:11	139:3, 23	47:6 90:11
95:12	31:12	140:15	
100:7, 10,			

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: founders..good

128:11	112:5	191:18	82:20
161:15,18, 20,22	front 30:23	192:20	gift 57:3
founders	33:10	gateway	gigabyte
5:24	104:21,22	32:23 33:3	169:9
four-hour	114:20,24	35:16	170:21
65:16	135:18	122:12	175:2
70:12	153:6	gathering	give 18:24
fourth 83:21	159:2	105:15,18	37:19
160:25	full 5:7	107:15,24	68:10,19
167:6	24:21	gauge 74:15	69:2 88:14
fragile	69:19,20	gave 31:13	90:4 96:25
46:13	70:18	82:7	140:6
fragment	73:23 74:2	GB 168:22	170:14
90:2	93:11	Geek 9:2	187:11
frame 8:24	140:2	general 8:18	200:19
framed 83:10	182:15	96:22	202:21,23
Frank	full-time	178:6	205:3
114:20,25	5:23 8:6	generally	206:14,15
fraud 52:20,	9:7 34:21,	83:5	giving 37:25
21 133:16,	23 35:1	132:24	70:12 72:7
23 154:12,	fun 80:11	generation	138:7
16 155:11	96:10	44:17	Global 4:11
fraudulently	future 76:10	gentleman	Glynco
134:4	<hr/> G <hr/>	26:6	57:17,18
free 57:3	gain 68:18	Georgetown	gold 135:2
94:17 96:9	gap 28:10	87:6	good 5:5,6
140:7,8	garbage	Georgetown's	20:18
frequently	89:17,19,	87:13	59:25
117:13	23,25	Georgia	64:14
fresh 29:4	Garfinkel	57:19	73:15 87:2
Friday 59:21	24:12	87:4,8	92:3 101:4
60:17	Garfinkel's	95:4	106:8,15,
	24:20	gerrymandering	24 113:12,
			15 126:15
			133:19

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019 Index: good-looking..Harvard

139:9,10	grids 68:25	hacking	happened
147:4	group 78:23	140:5	83:9 133:3
207:22	88:8,11	188:6	153:22,24
good-looking	groups	half 18:5	188:18,19
26:6	74:13,14	24:4 59:21	happening
government	grows 131:20	62:1 71:10	44:5
10:17	guarantee	118:5,6	189:17
138:13	141:8	halfway 66:5	happy 106:11
graduated	guess 119:9	Hamline	114:23
110:17	127:12	69:16	hard 17:14
grammatical	128:2	70:3,9,16	46:8 74:14
15:25	151:15	71:21,25	77:25
151:9	guessing	hand 19:5,	84:13
grand 203:8	41:19	9,19 61:4,	95:21,23
grandparents	guest 108:5	12	100:11,14
111:4	119:7	handed 22:11	101:20
Grant 16:14	guests 108:4	25:14 49:6	102:2
granted	guidance	105:12	103:7,15
29:20	202:21	109:24	104:15
grateful	guide 151:20	114:1	105:1
60:1	guides 43:11	115:12	132:21
great 45:19	guns 202:15	150:18	152:22
68:7 82:23	207:18	handheld	157:17
85:25	guy 82:11	108:20,21	184:18
100:2	94:18	109:1	harder
101:2	135:6	handle 30:16	119:13
119:5	180:16	handles	hardware
143:17	H	22:20 23:7	36:22 41:3
151:10		handling	141:6
153:3		32:17	Harvard
176:25	hacked 188:7	104:12	117:6,9,
207:22	hackers	happen 22:5	11,23
grew 110:25	125:18	44:4 77:25	119:18,20,
111:1,2		197:7	22 120:2,
			3,7

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: hate..Hill

hate 40:4	Hemsath 4:11	24:24 25:4	128:17
head 74:21	Hennepin	29:12	129:16,21,
164:15	30:1 93:25	31:19	24 130:4,
headed 98:10	95:16	32:19 33:1	14 132:2,
header	97:25	35:14 37:2	7,13,18,25
172:12	hesitant	38:7,21	133:6
heading	124:14	40:19	134:10
51:25	Hey 90:3	47:11,15,	135:17
165:2,6	125:9	21 48:18	138:15
167:7	130:23	49:5 50:25	139:17
180:21	131:12	51:16	140:10,16
191:1,11	163:15	53:3,9,16,	141:22
hear 21:19	189:12	22 55:21	142:4,10,
39:5 140:4	205:2,11,	56:2,3	24 143:12
heard 126:17	15 206:25	58:22 60:2	144:14,20
136:17	hide 186:3	62:7,8	145:23
164:20,22,	high 147:23	63:13	149:13,23
24	148:15	65:23	150:4,16
hearing	high-profile	66:21	152:7
157:14	99:21	75:12	154:5
161:8	137:18	80:13	155:5,8
hearings	higher 138:2	87:7,9,11	158:11
92:10	highlighted	90:18,22	159:23
held 53:18,	184:21	97:23	160:5,10
23 57:17	highway	102:7	163:21
60:15	85:11,20,	104:5	164:3,10
80:22,24	21 86:4	106:13,23	166:14,16,
178:11	Hill 4:15,	107:10	25 169:19
help-yourself	16 5:4	108:11	170:3,14,
138:10	12:13	109:6,12,	18,20
helped 164:6	13:23	18,23	172:9
helpful	14:4,20	113:25	177:19,22
45:20	15:1 19:23	115:6,11,	181:7
	20:17 21:2	17,24	182:12
		121:3	183:16,21
		122:8,19	184:4
		123:1	185:8,18
		124:2	186:1,23

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: hire..imaging

187:6	37:10 57:7	hotels	idea 36:20
188:2,25	58:24	123:15	42:3
190:6,24	homesick	hour 9:16	139:10
193:5,7	87:9	12:23 17:2	142:9
195:22	Honeywell	18:5 74:9,	147:4
196:6,14	4:5 15:14	12 94:13	180:8
197:10,17	19:14,18	95:17	ideal 165:24
199:12	21:1,23,25	99:3,17	identification
201:2,8	22:25	100:5,22,	25:2 48:24
202:1	23:8,24	23	109:21
203:14	Honeywell's	hourly 12:19	113:23
207:20	16:4 22:2,	94:5 99:5	115:9
hire 9:5	3	hours 59:16	135:15
10:21	honor 82:9	60:3,18	150:10
100:12	84:12	66:3,4	171:23
207:2	honored	74:9 92:12	identify
history	82:24	93:2	4:13 14:8
187:1	hook 141:9	105:11	25:17
hit 76:11	hoping 128:9	181:3	151:21
84:24	Hopkins 6:24	185:4	170:4
125:15	7:7,11,12,	186:16,22	identifying
182:4	20 112:8,	house 40:12	152:16
hitting	10,12	68:2	identity
181:23	horrible	HR 125:7	52:20
hold 15:10	86:24	http 126:19	illicit
144:25	horror 140:4	https 25:24	158:5
185:19	horse 131:7,	humbling	image 47:4
holding	10,11	82:10	100:10,16,
14:22	203:11	hurt 43:2	21,24
179:19	hospital	102:23	103:9
holistic	102:14,15	Huseby 4:11	images 46:7
147:2	host 108:4	_____	imaging
home 67:25	hosted 57:11	I	102:1
205:19		_____	105:9
Homeland		I'M-HERE-TO-HELP 10:18	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: immediately..initially

immediately	in-person	6:8 14:10	202:6
49:12	14:10	157:6	infect 62:23
116:4	in-take	192:1,4	infecting
151:17	30:10	incoming	63:9
165:12	in.' 167:17	195:10	infects
180:21	in/checking	incorporated	126:22
impersonate	34:6	4:4,6	influenced
125:6,8	inadvertently	10:1,12	37:12
impersonating	46:14,18	11:18	information
123:10	62:23	incorporating	67:16,24
implement	131:4	10:14	76:21
31:17	189:22	indicating	113:9
164:7	inappropriate	116:25	116:8
165:9	97:17	164:25	125:10,16
191:2	inbound 36:2	184:17	128:15
192:17	40:6	individual	134:6,17
197:20	167:24	182:16	145:6,8
199:14	incident	187:17	163:9,23
implementation	45:21	individualized	171:10
31:11	96:15 98:3	149:19	173:4
implemented	include	individually	174:1
30:17	13:20	156:17	178:14
implementing	14:15,21	individuals	190:10,12
31:14	72:2 98:2	16:15,18	196:1
195:25	105:6	indulge	202:19
important	157:14	168:17	206:11
99:18	205:1	industrial	infrastructure
206:23	included	69:1,4	139:12
impressed	85:3 87:19	infringement	115:2
44:22,25	202:17	industry	
imprisonment	includes	36:24	initial
116:12	30:2	133:2	135:9
in-house	160:13	144:16,22	initially
30:9 76:6	including	145:10	32:7
		197:23	143:15

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: inject..introduced

189:19	97:8	intention	36:15
inject	146:22	190:5	38:5,11
203:11	149:9	intentionally	39:1 67:6,
injection	Institutes	192:9	24 68:6,
127:22	64:11	interact	10,22,24
128:25	instructors	31:15	69:11
129:2,13	119:7	46:16	81:15
203:18	120:6	interaction	85:11
innocent	insulin	158:5	107:17,20
94:19	69:10	163:10	108:9,16
innocuous	insurance	180:15	112:14,22
131:17	44:9 46:1	interest	113:8
input 200:20	88:8	6:1,4	138:19
insert	insured	interested	164:17
129:22	88:10	42:16	172:22
inside 28:24	intakes	126:8	174:4,8,20
35:17	104:23	interesting	interpretation
40:12	intellectual	61:13 72:1	178:13,22
131:13	153:8	78:23 80:4	interpreting
161:16,18	154:10	82:19	177:9
inspect	intelligence	114:22	Interrogation
142:15	79:23	internal	111:20
inspections	intend	10:21	interrogator
142:18	14:16,23	96:20	111:25
install 29:4	intended	97:15	interview
35:10	47:7 72:1	internally	139:24
131:5	125:4	136:6	interviews
installation	138:14	internals	138:8
196:3	203:21	193:24	139:19
installing	intense	International	146:2
8:25	59:12,24	4:5 98:9	Intoxilyzer
202:20	80:8,12	internet	114:19
instance	intent	32:23 33:4	introduce
	128:14	35:18	51:18
			introduced

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: intrusion..key

40:8	175:18, 21	197:1, 8	67:19
intrusion	176:13	iphone	78:11, 25
191:8, 9,	invoices	105:11	79:11, 17
14, 15	22:21	Island 84:6	81:5, 8
192:17, 18	168:14	issue 38:2	84:16
194:9, 10,	169:11, 13	155:6	judicial
17, 19, 22	171:5	201:3	76:24
investigating	175:7, 18	issued	77:2, 9
52:19	involve 20:7	169:16	78:10 79:6
investigation	45:16		80:6, 9, 19
10:21	153:17		83:3, 14
91:16, 20	157:24	<hr/> J <hr/>	June 4:7
99:21	involved	Jacksonville	49:4 82:8
103:7	44:1 67:17	34:17	83:25
112:15, 23	70:7 92:9	80:22, 23	106:22
113:9	120:25	jam 85:13	150:15
investigations	141:1	January	jurisdiction
53:2 55:1,	153:7	177:13, 14,	14:3
17, 24 58:6	154:7	20	jury 50:4,
97:16	155:22	Jersey	7, 15
113:5, 6	156:4, 5	110:24	Justice
investigator	159:3	111:2	77:5, 19
52:10	180:5, 6	job 58:15	82:5 84:15
111:22	involving	76:7, 8	Justices
investigator's	12:6 14:11	John 111:19	84:5, 19
91:22	67:18	joined 137:4	<hr/> K <hr/>
invitation	97:20	joint 56:6,	K-Y-L-E 16:2
82:12	102:14	14	Kaster 11:20
invitations	148:16	Joseph 23:10	Kelly 4:10
10:15	IP 121:24	judge 78:11,	Kevin 41:12
84:13	122:15, 17	15, 21, 22	key 101:12,
invited	123:17, 19,	114:20, 24	13 127:6
82:7, 21	20, 24	judges 25:9	134:1, 5,
invoice	124:4		
	153:17		
	154:6, 10		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: keynote..legit

15,22,24	178:12	115:8	161:11
192:6	192:15	135:14	lawyer 17:9,
keynote 82:6	Konke 20:22,	137:15	10,12
84:4,20	25	150:9,14,	90:23
87:4,12,16	Krampitz	17 151:6	178:9
kickback	51:4	171:22	Lawyer's
146:17	Kronz 180:24	large 44:9	91:2,12
kind 8:23	188:5	larger 71:5	lawyers
9:4 10:18	189:10	launch 85:18	67:18
13:14	Kronz's	121:20	82:18
18:14	189:15	123:24	89:13 91:7
22:19	Kyle 16:2	126:9	lazy 61:7
39:16	137:15	129:5	Leadership
47:16	138:5	law 6:16	64:11
66:24 82:1		10:2 11:3,	leads 104:7
94:6	<hr/> L <hr/>	10 56:13,	learn 41:8
100:17	L-O-V-E-N	15 57:17,	43:22,24
112:22	16:2	22 59:10	45:1
119:6	lab 29:25	69:16,17	learned
134:14	lack 153:3	70:3,6,9,	41:14 87:2
204:16	landlord	16 71:21	learners
kinds 26:16	148:3	72:2,14	66:17 72:2
52:17	language	73:2,8,20	learning
79:14	185:11	75:7,24	60:22
knew 180:7	Lanterman	76:1 87:4,	113:7
knowledge	4:3,23 5:9	13 99:11,	lecture
14:15 36:7	23:11	25 104:3	84:11
108:13	25:1,5,7,	112:17	left 165:24
116:7,10	12 48:23	125:6,8	legal 14:18
122:20	49:3,6	139:5	79:12
162:8,18	88:18,20	147:22	149:7
164:4	106:21	148:11,14	laws 49:14
187:24	109:20	157:12	lawsuit
191:16	113:22	laws 49:14	110:2
knowledgeable		legit 57:4	
145:9			

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: legitimately..logs

legitimately	link 42:19	170:5	54:10 69:2
207:11	130:21	172:16	81:15
length	134:12	173:12,16	156:14
127:15	173:20	178:14	200:4
lesson 87:2	links 204:19	Linode.com	lived 8:21
	205:21	171:16	111:4
letter 24:8	Linode	173:17	lives 68:13
level 66:20	16:15,18,	174:20	living 69:7
91:19	24 17:21,	list 14:9	local 8:21
168:6	23 19:6	68:16	9:14 55:12
life 206:8,	21:5	141:21	133:16
20	167:22,24	151:14	located 5:19
lifeguard	168:3,9,	159:11	18:17
111:16	14,21	160:18	51:21
lighting	169:2,7,	listening	location
68:24	15,17	123:11	108:12
likes 80:1	170:6,12	listing	locations
Likewise	171:1,9,17	197:2	104:10
103:5	173:11	lists 204:3	locator
limit 165:14	174:10	literature	165:15
limited	175:1,17	43:10	166:10,19
162:7	176:17	144:15,21	196:21
limiter	177:8,13	197:23	199:16,25
166:9,18	178:7,22	198:3,7	200:21
limiters	179:14	202:5	log 104:21
166:7	180:1,10,	litigation	135:13
limiting	15,19,23,	4:12 9:19,	201:13
165:10	25 181:22	23 11:13,	logger
167:14,15	182:18,19,	24 18:18	134:2,5,
198:5	21 184:14	88:12	23,24
199:4	185:12	147:24	logging
lines 168:21	186:24	148:16	134:2
195:3	187:1,10	201:25	logs 191:19
	188:10,12,	live 50:4,6	
	20 194:13	53:13	
	Linode's		
	169:25		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: long..make

long 5:21	75:1 79:21	MAC's 96:20	maintained
6:17 8:4	82:16	Machina 51:4	31:24 33:8
10:24	101:2,9	Machine	maintains
13:11 17:1	106:2,8	172:12	27:14
18:3 31:23	120:17,19	174:11	maintenance
40:14	126:12	179:16	135:23
70:15	134:4	macro 42:23	136:4
72:25 74:8	145:17	131:14	majority
80:5 83:20	152:22	mad 86:19	42:8 52:23
92:13	153:16	made 8:3	157:7,8
117:11	162:1	43:15 46:7	make 10:4
127:15	lots 98:17	88:14	19:3 27:3
137:1	Loven 16:2,4	91:17	31:16 36:6
198:16	137:16	94:20	37:18 52:5
longer 71:12	lower 141:11	116:6,8,10	54:22 65:4
72:10	180:22	175:24	75:3 76:19
113:19	lump 98:20,	179:1	85:8 91:24
186:16	23	Madel 17:13,	92:21
looked 32:14	lunch 59:17,	17 18:9,	96:24 97:1
141:20	18 60:17	10,11,16,	104:23
145:20	90:20	24 19:7,	106:13
172:2	106:14,18	10,20 20:8	142:12
176:2	107:2	22:11	146:13
lookout	108:23	Madel's 19:2	151:8
133:17		mail 103:14	153:1,19
lose 101:9		104:11	163:8
	M	mailboxes	167:2
losing		105:19	170:4
101:10	M-A-D-E-L	107:19	174:5
lost 86:19	17:13	main 67:7	177:9
lot 44:14,	M-A-N-D-I-A-N-	120:3	182:1
15 51:13	T 41:16	maintain	193:2
56:20	M-E-D-I-N-A	43:9 58:10	201:10
61:14	5:12		204:16
67:18	MAC 98:14		206:17
71:7,19	99:2,7		207:9,13
72:6,11			

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: Makes..media

Makes 144:6	managed	135:15	189:25
148:23	195:9,16	150:10	198:15,20
making 56:22	management	171:23	math 178:23
67:20	136:19	marketing	186:4
68:13 76:7	manager	40:17	matter 4:4,
83:1 84:10	130:22	43:10	25 11:8
107:11	managers	44:16	152:14
149:20	10:20	64:14	162:4
malicious	56:12 81:7	72:19	matters
40:8 41:5	managing	180:25	18:18
42:9,13,	72:4	201:14	60:21
21,24	125:6,8,13	marketplace	Maxx 126:10
44:7,12	Mandia's	146:24	meaning
46:3,21	41:12	Marty 4:17	40:22
126:19,25	Mandiant	170:3	69:22
128:13	41:13,15	mask 123:21	193:8
130:16,20	manuals	Massachusetts	means 28:11
131:15,19	43:11	118:13	85:23
132:11	manufacturer	master 64:11	101:9
144:2	146:17	88:6,17	109:14
malware 43:4	mark 4:3,23	master's	127:12
44:24	5:9 24:24	111:6,12	183:24
61:15,24	25:8 49:3	matched	186:13
62:1,4,15,	106:21	175:23	meant 22:19
24 63:9	109:18	material	193:8
131:5	115:6	66:8 75:2	205:8
147:12	137:15	101:10,11	mechanism
204:19	150:14	198:21	199:15
man 123:9,	171:20	materials	media 4:2
13	marked 25:2	22:10	49:2
man-in-the-	48:24	43:16	106:20
middle	109:21	56:24	112:25
123:3,5,6	113:23	169:21	137:12
manage 98:13	115:9	187:25	138:2
142:17			139:20

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: medical..Monday

150:13	98:16	Mike 135:25	81:2 91:1,
medical 69:9	107:4	136:1,4,9,	2,11 92:22
148:16	111:17	11,12,23	93:6 100:4
Medina 5:12	136:18	137:16	108:3,8
medium 38:11	154:6	138:5	110:3
	169:11	million	159:2
medium-sized	mentioning	85:20	Minnesota's
46:1	41:9	mind 56:16	84:25
meet 47:5	message	67:7	86:13,21
207:23	63:2,6	158:20	Minnetonka
meet-and-	97:18	159:9	5:19 51:21
confer 89:12	131:2	162:1	minutes 17:2
meeting	183:8	195:3,6	59:17
56:12	189:8	200:15	74:11
meetings	messages	mindful 30:4	90:19
93:4	21:16	103:24	misremember
member 6:14,	met 31:16	146:12	51:15
19 71:5	118:18,21	mine 78:5	Mist 64:16
77:1 91:1,	180:16	Minneapolis	mistake
18 165:15	metal 42:12	5:14 11:20	94:20
166:9,18	meter	30:2 34:8,	Mister 25:13
190:10,12	167:24,25	14 55:8	mixing
199:16,22,	Metropolitan	100:4	112:11
25 200:5,	96:11	112:12	mobile 52:25
21 206:7	97:4,10	200:4	modify
207:14	98:12	Minneapolis/st	46:14,18
members 16:6	mid-size 9:5	5:13,17	132:8
92:2,5	middle	98:8	Moines 80:24
207:11	118:7,8	Minnesota	Monday
memory	123:9,13	5:12 6:24	59:20,23
152:4,9,	middleman	13:10	60:16
16,18	40:2 42:4	51:21 55:9	105:10
159:16	middleware	56:21	112:4
mentioned	192:5	60:16	
39:3 84:3		64:10	
		65:15 70:5	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: money..Network's

money 91:9,	141:16	59:1	nature 27:22
22 94:16	143:8,22	multiple	70:4 97:3
95:20 96:7	194:20	34:12	153:25
102:18	mortgage	71:13	156:12
134:4	52:21	121:18,22,	158:8
monitor 4:8	motivation	23,25	160:12
36:2	86:18	mybank.com	192:6
monitors	mouth 101:23	135:13	necessarily
41:4	mouthful	Myers 177:23	9:6 145:18
month 71:14	64:13	178:19	163:2
82:22	move 47:14	179:12,15	needed 8:21
98:19	199:21	180:4	9:12 12:9
130:24	moved 7:25	Myspace	15:23
141:8	88:11	113:2	158:22
143:10,11	moves 85:21	<hr/>	196:9
175:5,8,	moving	N	200:19
19,22	101:23	<hr/>	nefarious
178:21	106:2	Nagios 161:2	40:5
month's	MSST 64:16,	nail 177:16	negative
171:8	17,18,22	names 16:16,	164:25
monthly 23:3	65:5,24	17 25:11	neighborhood
169:3	70:10,23	40:17	9:11
175:4,23	71:3 72:5	123:15	186:10
months 24:2	74:23	135:1	Nelson 159:3
34:19	mug 82:15	177:21	net 194:24
141:9	multi-core	nanny 69:5	network
morning 5:5,	182:24	national	27:14
6 50:1,18	multi-district	60:8 61:9	28:23 29:1
59:19 68:2	115:3	63:5 64:3	33:15 41:4
90:5 103:3	multi-month	76:24	58:19
120:20	71:11	77:2,9	108:6,7
121:10	multi-week	78:9,19	191:25
124:17	57:11,16	nationally	Network's
138:16		102:12	140:12
140:11			

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: networking..Object

networking	note 117:5	49:2 67:20	50:22
148:8	Notepad	77:23	51:12
networks	89:15	78:17	52:18
28:11		84:24	53:7,14,20
39:20 41:7	notes 17:3,	87:19	55:19 58:7
47:18	6,17 18:6,	104:24	59:15
126:9	8 19:6,9	106:20	63:11
142:1	178:16	140:25	66:15
Nevada 76:25	notice 90:4	141:7,9	75:10 78:2
77:3	170:22	150:13	79:18
new's 140:1	notices 90:6	165:2	80:10
newer 36:19	notification	172:4	97:13
Newport 84:5	181:1,5,10	175:17,20	102:5
next-to-last	182:7	176:2	103:17
110:11	183:12,13,	numbers	104:13
Nichols	17 184:10	104:25	105:22
11:20	185:2,10,	126:13	107:8
night 59:22	23 186:8	170:15,16	108:10
non-employee	188:24	179:23	109:4,10
158:19	notifications	193:12	121:1
non-existence	185:7		122:6,18,
152:12	notified		24 124:1
non-use	181:25	o	128:16
152:20	notify 98:25	oath 49:23,	129:15,23
normal 18:19	Nova 51:4	25 50:17,	130:3,12
101:25	November	18,19	131:24
103:13	87:3 92:17	Object 12:8	132:5,10,
105:14,20	174:14	13:21	16,22
North 55:9	Nuclear	14:2,17,24	133:5
77:5	78:19	19:21	134:8
northern	nugget 135:3	29:11	137:25
25:9 111:1	number 4:2,6	31:12	139:3,23
	16:23	32:13,24	140:15
	38:16 44:1	35:12 37:1	141:17
		38:6,14	142:2,7,22
		40:16	143:9
		47:20	144:12,18
			145:13

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: objection..operated

149:6,22	134:6	28:14,16,	old-fashioned
150:2	occurred	21,25 30:1	179:6,7
152:2	41:21	33:9	Olson 135:25
154:3	152:24	34:17,18,	136:9,11,
158:9	153:9	24 35:5,8	12,23
159:22	occurs 138:3	55:8,13	137:4,16
163:5	October	64:2 94:1,	on-site
164:2,8	171:2,11	16,25	102:1,13,
166:20	172:6,17	95:15,24	17,19
181:6	off-site	97:25	103:15
182:11	27:19,21,	98:1,2	one-semester
183:15,20	23,25	99:6,12	73:25
184:2	28:3,12,16	100:4,13,	one-week
185:5,15,	offer 39:25	17 102:19	60:12
25 186:17	41:3,25	106:3,6,10	77:12 79:9
187:2,23	112:18	107:5	online 59:7
188:22	141:3	108:3,8,	67:15
190:4,15	offered	12,25	118:23
193:3	17:23	116:20	119:2,4,9
195:20	160:11	118:3	137:19
196:5,12	162:5,10	officer	145:18
197:6	offering	6:16,18	161:21,22
199:7	38:17 39:4	7:20,22	198:9
200:23	57:3 153:1	8:1 26:22	open 42:24
201:6,17	163:15	27:2 35:3	126:9,11
203:13	179:14	51:20	130:25
207:16	offerings	54:1,3,14	131:13
objection	143:18,19	112:6	opened
129:18	171:2	145:6	89:11,14
objective	178:15	196:1,2	opening 35:7
190:1,7,8,	office 7:8	officers	133:12
9	16:6 20:6	145:8,9	134:12
obligation	22:17,24	offices 6:10	operated
203:3	23:6	34:2,8,9,	47:7
obtain 58:23	27:12,14	11,12,15,	
60:10		20,22 46:7	
128:14		99:7,24	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: operating..part

operating	option	outbound	94:3,10
8:25 29:5,	127:17	36:3 40:6	Palo 39:10,
15 101:7	175:2,3,9	167:25	19,20 41:6
102:3	Optoparse	169:4	43:12,17
opine 196:18	164:14	output	47:17,22,
opinion 19:2	Orange	182:25	25 140:11
45:24 46:5	110:24	183:5	141:7,25
155:23	111:3	overages	194:21
156:21	order 79:13	168:10,16	paper 105:5,
161:13,15	121:20	overlap	10 163:17
162:11	166:1	60:25	204:25
185:20	182:6	overlapping	206:14
186:12	196:10	7:3	paragraph
194:18	ordinarily	overtime	57:6 60:6
196:22	86:8	12:1	61:22
197:19	organization	ownership	62:14 64:8
199:13	11:22	6:1,4	76:23
200:2	38:23	<hr/>	81:22
206:24	62:21	P	93:23
opinions	76:10 88:9	<hr/>	116:4
14:15,22	112:16	p.m. 106:22	167:22
15:3,9	140:18	150:7,15	paragraphs
48:14 80:2	141:18	197:13,16	51:24
92:18	146:14	PA 18:16	parameters
159:18	148:5,6	pacemakers	195:19,24
160:3	206:20	69:10	parking
opportunity	organizations	packaging	126:12
18:25	39:17	104:17	part 44:2
24:20	106:2	packet 86:7	53:1,4,18
opposed	organized	pages 116:23	55:16,24
120:2	139:11	191:20	58:6,8
141:12	original	paid 64:25	66:11
155:3	46:17 47:3	69:25	67:19 70:8
opposing	originally	86:14,20	71:4,22
78:6	31:8		72:7

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: participate..period

152:14	passwords	193:23	148:12,14
197:25	123:15	196:25	199:24
participate	127:9	197:22	204:18
145:18	135:1,2	200:18	perceived
150:23	past 14:8,	201:15,19	199:9
participating	12 77:12	202:4	percent 6:6
71:8	147:10	203:3,5	82:18
parties 9:24	154:8	207:4	102:11
partner	patent 115:1	Pederson's	177:2,4
29:23	116:18,19	165:22	178:24
125:7,9,14	Paul 5:13,	166:5,22	181:2
130:22	17 98:8	190:1	182:4,8,
partnered	pay 9:6	193:20	10,14,15,
54:23	40:1 57:23	196:20	16,21,22
55:6,13	76:13	peer-to-peer	183:1,5,6,
partnership	85:17 94:5	58:19	9,10,24,25
56:4	98:19,20,	penalty	184:9,12,
pass 134:17	23 146:10	49:13	15,22
passed	paychecks	pencil 61:11	185:1,3,21
133:18	7:11	pending 13:5	186:5,6,8,
165:21	paying 141:5	people 9:12	11,13,15,
173:22	payloads	23:9 32:9	20 187:15,
password	42:10	40:17	16,17,22
69:6	payment 65:2	45:19	188:6,23
127:2,4,	Pederson	59:18	190:23
11,12,16,	16:14 18:1	71:19	perfect 46:9
20 128:3,	19:10	72:20	176:1
6,10,14	21:6,11	78:12	perform 98:6
134:6,15	165:10	103:24	performance
135:12	166:4,22	125:14	181:24
199:14	167:4,8,	127:18	performed
200:4,20	12,13	128:13	12:25
password-	168:11	138:9	22:22
protected	172:8	139:22	142:19
127:8	190:17	140:1,3	period 8:7
		145:10	9:17 114:8

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: periodically..point

184:13,23	8:2 54:1,	phrase 109:7	plan 169:2,
185:22	3,15,17,19	124:13	3,10
186:21	111:2	physical	170:21
periodically	112:10	34:24	171:10
9:8 32:10,	phishing	46:10	175:1,9
14	42:9 56:25	67:22	178:21
perjury	67:5 81:15	148:8	179:14,17
49:14	124:19,21,	physically	plans
person 9:7	23 125:17	28:9 59:6,	173:19,21,
23:6 71:9	204:13	8	23,25
72:8 94:19	phone 10:19	pick 59:23	174:9,22,
97:17	81:14	picky 175:12	23
128:9	87:20	picture 21:4	planting
136:11	102:3,23,	26:5 105:1	126:18
163:8,13	24,25	piece 44:24	plants 68:25
192:14	103:2	61:16	play 31:10
person's	104:15	105:9	32:5 186:3
125:12	108:24	130:16	played 83:10
personal	109:1	131:19	playing
67:16,24	167:5	141:6	200:14
109:11	171:17	147:11	plug 100:15
personally	178:9	pings 86:5	plugging
178:12	179:7	pitfalls	157:3
personnel	180:4	58:14	point 19:15
97:16	181:14,18	place 15:24	20:18
108:25	199:22	148:9	24:10
perspective	phones 33:25	152:5	39:12
132:1	52:25	196:19	41:25
pertained	101:20	plaintiff	42:2,5,7,
9:23	103:16,25	4:15 12:15	11 43:6,
Peter 178:3	109:11	159:5	12,15,17,
Ph.d. 82:12	phony 134:13	plaintiffs	23,25
Philadelphia	photograph	13:8 88:19	44:11,21
7:22,23	104:18	89:1	45:1,12
	photography		46:4,22
	104:19		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.Mark T. Lanterman on 06/06/2019 ~~10~~ex: point-and-click..preservation

47:7 87:10	popping	103:13	63:16
90:12,21	159:9	104:12	151:23,24,
100:17	pornography	105:15,20	25 152:13,
121:20	113:5	127:19	20
143:6,7,		130:19	prefer 25:10
10,15	portion 52:6	137:24	103:20
146:15	85:4 189:5	138:21	
147:9,14	position	139:1	preferred
152:17	53:17,23	146:1,4,7,	97:22
153:16	64:25 94:3	25 147:1,	premium 90:6
160:22,24,	190:20	6,18,19	prepare 13:2
25 169:24	positions	148:20	22:13
191:20	69:15	149:5	26:15,16
201:9		practices	prepared
206:6	posted 26:19	36:24	15:11
point-and-	posting	37:4,7,13,	26:18
click 61:8	67:15	14,19	176:18,20
pointed	202:14	58:12 61:2	196:7
175:2	207:17	137:20	
points	potential	138:11	present
151:10	16:8,13,20	139:19	10:16
161:2	19:18	144:17	80:20
	200:16	145:11	203:5
police 6:23	207:1	148:25	presentation
7:6,20,21,	potentially	153:12,19,	70:12
23 8:1	144:9	21	81:12 82:7
54:1,3,14,	149:16	practicing	83:2
15,17,19		82:18	presentations
111:22	power 68:24	practitioner	68:11
112:11	Powerpoint	148:1	presented
policies	161:18	preaching	80:23 81:1
38:25	practice	10:11	201:11
88:10	18:15,19	precaution	206:5
201:12	20:1 29:9	196:11	preservation
policy 90:6	37:15	precautions	58:9 61:3
politicians	38:4,13	62:14,17	100:15
67:19	101:25		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: preserve..project

preserve	175:22	113:8	170:5,7
46:16 47:2	178:13	problem 86:8	products
66:12,13	primarily	96:3	44:15
presume	78:24	problems	47:17
15:15	111:22	152:10	146:13,19
66:11	123:14	procedure	202:21
pretty 20:5	136:14	149:25	professional
59:24	primary	proceeding	9:5 91:2,
106:8	28:19	116:19	12 117:2
119:5	principals	process 20:3	professionals
142:13	6:8	35:7	66:18
prevent 44:5	print 105:5	107:15	profile
163:10	113:12	processing	138:3
167:16	printed	34:10	147:23
199:4,9,15	174:13,14	produced	profitability
prevented	printout	12:12	143:3
44:11	135:20	88:22	program
preventing	prior 15:17	89:4,9	57:11
146:4	151:14,21	169:15	64:12
202:7	152:10	176:8	71:7,12
prevention	159:19	produces	72:1,4,5,
191:4,9,15	172:17	88:25	10 117:12,
192:18	179:25	producing	14 118:1,4
194:10,23	180:14,16	19:1	119:16
previous	181:20	product	120:16
172:25	private	40:14	134:14
173:7	10:13	41:1,9	165:11
price 129:6	18:15	101:3	168:12
141:14	37:15	143:7,17	190:3
pricing	privately	146:14,23	197:22
141:3,21	10:22	147:11	programmer
171:9,16	privilege	production	130:18
173:3,8,	88:24	19:3	programs
11,16,18	probative	169:25	127:18
174:15,21			project

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: projects..questioning

29:14	154:10	74:23	putting
32:18			144:22
93:10	prosecutor	publicly	148:9
	95:3,6	161:16	
projects	protect	pull 103:7	
29:16	62:20	205:24	Q
109:3	140:9		
prominent	163:19	pulled 89:16	qualifications
206:18	206:10	pumps 69:10	14:6 51:25
			52:6
prompted	protocol	punishable	qualified
19:19,24	89:2	116:11	160:7
pronouncing	protocols	puppy 205:15	quality
110:18	27:4	purportedly	32:11
Proof 39:11	provide 8:24	133:15	quarry
41:25	29:24	purpose	163:24
42:2,5,7,	54:13 82:1	35:19	
11 43:6,	157:15	107:23,24	question
12,17,23,	204:19	163:7	23:20
25 44:11,		166:13	46:25
21,25	provided		73:15
45:11	24:11,14	purposes	79:13 92:3
46:4,22	81:23	176:19	104:8
47:7	169:3		139:16
143:6,7,	providing	pursuant	150:1
10,15	37:23	169:16	155:2
146:15	49:19	push 100:18	157:18,19
147:9,14	55:22	put 15:23	158:3
	56:19	41:3 59:9	162:3
proofread	139:18	68:9 69:5	166:15
15:24	169:2	77:10	180:18
151:1		83:12 86:4	187:3
properly	proxy 122:1,	101:22	189:4
19:4 66:13	3,9,10,12,	148:17	195:17
113:10	15	153:5	199:3
195:9,16	public-facing	167:19	
	199:19	203:18	questioning
property	publications	206:21	25:12
153:8			47:12

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: questions..recall

107:1	14:6 94:5	74:13,16	reasons
questions	99:8,22	93:5	14:21
17:22	100:11,19	176:25	15:3,12
47:13 51:1	165:9,14	189:14	32:12
52:4 79:21	166:7,9,17	readings	48:14
106:25	167:15	118:19	152:3
124:10	198:5	reads 137:15	177:8
179:13	199:4	real 35:17	recall 11:7,
207:21	rate-limiting	56:23	13,14
quick 177:17	197:21,24	163:8,12	12:18 13:4
quicker	rates 99:5,	177:16	16:17,22,
90:12	14,15	188:6	23 24:1
quickly	reaches	Realistically	26:20 31:6
104:1	168:5	96:8	32:2 41:11
152:9	read 21:16	realize	50:8 51:10
166:23	24:20	131:4	59:3 60:22
quit 88:8	33:22	159:15	62:9,10,16
quote 205:2	69:23	174:6	63:14
quoting	153:13	reason 46:10	74:20,21
180:23	165:6	103:6	75:21
	166:14	114:7,14	93:17
	167:11	139:14	96:14
R	178:5	157:12	98:21
	187:25	163:18	112:20
radio 26:7	189:6	170:13	113:18,21
raised	190:16,22	185:9	115:23
155:6,18	191:17	193:23	120:4,12,
Ramsey 95:24	192:22	202:17	13,14
98:1	194:7	reasonable	121:4,8,9
ranges 170:5	198:7,9,10	70:1	146:22
ransom 76:13	206:6	148:25	152:10,18
ransomware	207:24	149:11	153:6,11
76:13	readability	151:22,24,	154:19,21
rate 12:19	151:11	25 152:12,	155:13
	reading	20 165:13	158:22
	21:20	196:10	168:15
			171:8,11
			173:1

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: receive..reimburse

180:8	recode	reconstructing	referenced
182:18	189:21	153:25	22:7 47:23
191:17	recognize	record 4:14	62:13
192:23	26:5 49:9	5:8 25:11,	166:19
194:16	109:25	18 48:21	175:20
198:20,23	110:13	49:2	187:22
receive	114:2	106:17,20	188:14
33:25	115:14,18	109:14	referencing
103:14	116:1	134:15,24	61:22
108:25	125:13	142:18	170:22
117:16,23	135:19	150:7,13	173:13
125:11	recollection	154:4	179:11
183:8	118:9	165:7	referred
received	172:11,19	167:11	48:2 167:4
105:11	173:6	189:6	
117:25	178:18	197:13,18	referring
118:1	191:21	records	55:5 99:12
170:7,11	194:11	131:1	162:25
182:6	recommend	recover 58:4	166:10
187:5	102:9	61:4	181:11
188:20	195:2	recovering	187:9
189:9	recommendation	58:17	reflected
receiving	146:13	recovery	24:7
104:9	149:20	57:9 61:1	reflection
recent 27:20	recommendation	redact 56:24	regard 200:3
28:15	s 91:17	Reed 111:19	regular
137:18	92:22	refer 67:14	22:13
recently	recommended	125:23,24,	99:14
54:23	147:9	25 168:16	regularly
77:13	149:4	171:12	22:21
83:24	recommending	reference	Regulation
recess 48:22	147:13	60:6	78:20
106:18	149:15	175:16	reimburse
150:8	reconcile	191:1,2	70:1
197:14	206:19		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019 Index: reimbursed..Reports'

reimbursed 7:10	remained 36:20	rented 34:25	175:11,16 187:7
reissued 57:14	remember 11:10,11, 12 63:17	renters 148:1	188:14 190:25
related 108:14 117:21 144:4 200:7,17	81:18 114:5 115:19,21 154:23 159:11	repeat 189:4	191:18
relating 9:19 15:10 21:8 62:14 63:15 113:9 159:18 197:19,24	161:21 166:6 171:25 174:19 199:1	rephrase 35:23 38:8 124:3 181:8	192:2,11, 25 193:2, 11 197:16 201:4 204:23
relation 198:16	remote 34:20,22, 23 101:6, 8,15,17 104:10	replay 124:7,11, 13	reported 166:1 174:4 184:10
relational 30:6,8,14 31:3,9 33:12	105:25 106:10 107:3 118:18	replenish 98:25 99:1	Reporter 4:10,21 25:3,5,14 48:25 49:6 67:12 109:22,24 113:24 114:1 115:10,12 135:16 145:2 150:11,17 171:24 189:7
relationship 187:1 205:13	remotely 30:25 100:25	reply 125:15	
relative 23:12	105:21 106:7 107:13	report 13:2, 20 14:1,14 15:4,9,19, 25 16:17, 19 24:12, 15,16,19, 21 91:23 108:23 110:1 114:10 144:23 150:19,24 151:16 153:14 155:4 156:9 165:1 169:20 170:24 172:13 174:7	
relevant 14:9 75:3 85:6 89:6, 10 90:8 103:6	remove 67:23 rendered 160:3 161:15		reports 13:13,16 17:24 155:9,15 195:1 200:7
relying 48:11 175:15	Reno 76:25 77:2		Reports' 200:17

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: represent..reviewed

represent 114:9 203:25	requirement 73:17	responsibility 52:24 53:4 91:3,13 138:12	106:4 127:5
representative 188:4 192:23	requirements 13:20	responsible 27:11 31:18 135:22 136:13 137:5 187:20	retained 11:19 12:14 21:22,25 22:1,3,15 29:25 46:6 161:12
representative s 16:24 17:21 21:6 169:7 171:18 177:13	reread 51:8 rereading 51:10	research 41:20	retainer 96:13 98:16,24, 25
represented 115:1	reside 5:10 34:22	responsive 12:12 88:22	retainers 98:18
represents 148:1	resides 35:3	responsiveness 88:24	retention 24:7
reproduced 172:14 174:2,6 191:24	resort 127:10	restaurant 9:15	retreat 81:2,4
request 170:4	resource 45:20	result 117:17,24 144:8 155:25 156:22 168:10 177:3	return 30:11
requested 7:7 189:5	respect 176:12 190:2 202:16,22	respond 76:12 97:11	revenues 142:25
requests 71:15 85:23 86:5 167:17 168:5 189:18,19 195:11	response 45:21 96:16 98:3 168:5 194:13 204:13	resulted 132:20 150:24 156:8 188:8	review 10:25 18:25 26:9 32:10 53:6 79:22 88:24 166:1 168:14 171:9 185:10 188:15 189:25
required 13:25 73:13 92:5 171:15	responsibiliti es 26:25	results 158:3	retail 99:22 retain 100:14
			reviewed 26:19

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: reviewing..security

169:11,22	run 74:11	70:3,6,9,	207:13
170:6,9	94:16	16 71:21	searching
171:6	résumé 117:2	72:3,14	12:11
173:12		73:2,8	113:8
197:24	<hr/>	78:12,15	
198:3	s <hr/>	87:13	second-
reviewing	safe 133:24	111:3	73:19 75:7
37:24	salary 7:11	118:25	secret 6:14,
91:22,23	sales 34:9	119:19,23	18,20 7:7,
reviews	sandbox	120:2	9,10,13
79:23	40:7,9	School's	10:16
Rhode 84:6	42:3	87:5	29:23 35:3
Richard	SANDS 74:24	schools 65:2	52:11
159:2	sat 59:19	science	54:7,24
Rick 177:23	126:11	64:9,11	55:6 56:1,
178:18	Saturday	65:6	4 112:9
rife 192:25	59:21,22	110:20,21	136:25
193:8	save 145:2	111:6	138:6
risk 76:16,	scare 138:8	117:21	160:8
17	scary 69:11	scope 162:7	secrets
risks 148:6	Scenic	screen	159:19
role 9:7	110:24	175:24	160:1,4
12:5 31:10	SCERS 60:25	script	Section
32:5 53:19	62:18,19	126:19	116:13
54:6 97:4	63:4,19	scroll	sector 10:13
room 69:7	schedule	89:17,25	security
140:2	80:17	205:19,23	10:20
roughly	scheduling	Seagate	32:12
112:5	71:15	161:11	37:10
186:15	scheme 203:8	Sean 151:4	38:19
rules 77:20	school	search	40:25
92:19,20	69:16,17	88:20,21	44:15
202:12		89:6	54:25
		112:14,16	55:4,22
			56:12 57:8
			58:24
			63:16

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: seek..service

64:12	30:3	22:21 23:7	102:15
66:18	segregated	90:5	105:16,20
67:22	29:8,13	104:10	107:7
68:20		168:4	122:1,3,9,
69:3,7	Seize 60:25	senior	10,15,16
72:16,24	seized 53:1	52:13,15	178:15
73:1 75:6	57:8 58:5	53:10 54:6	servers 90:4
77:23	self-employed	sense 144:6	service
87:21	8:3,4,19	148:23	6:14,18,20
96:18,21	111:14	sentence	7:7,9,10,
97:21 98:3	self-	137:12,15	13 10:16
117:7,15	employment	165:12,17	28:2 29:24
120:1,9,	8:11	167:7,11,	35:3 41:1
15,22	selfie 82:14	20,23	52:11
136:23	sell 140:19	181:5	54:8,24
137:18,20,	146:12,19	191:10	55:7 56:1,
23 138:13,		193:19	5 85:18,22
25 139:18	semester	195:4	112:9
144:15,16,	65:17	separate	121:11,13,
22 145:6,	70:11	29:15	15,16
8,12	71:14 74:2	199:8,11	136:25
146:1,24	seminar	separated	138:6
147:18	70:13	60:13	146:23
148:25	seminars	September	169:10
151:23,24,	124:25	185:14	171:1
25 152:13,	send 33:21,	188:20	178:1
20,23	24 42:19,	serial	179:13
153:3,4,18	22 72:21	104:25	199:5,6
154:1	86:5,6,7	serve 20:4,	200:7
155:25	97:17	15,21 91:1	201:10,16,
156:23,25	125:5	served	18,22
196:2,10	130:23	165:15	202:7,25
202:6	163:16	server 20:3	203:10,20
seek 163:3,	204:10,12,	28:4 46:20	205:1,8,
24	20		18,22
seeped 46:21	sending		206:4,13,
segregate			17 207:14

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: services..single

services	92:25	ship	172:3
5:16,22		102:10,15,	sign 141:6
9:3,22	session	24,25	200:8,19
11:16	56:14	103:4,8,9	202:14
17:23	set 98:19	104:14	207:17,24
18:12	129:3,4,8	105:6,9	
23:16	181:23	shocking	signals
25:21	182:5	82:10	167:14
26:23 27:1	185:7,13,	short 47:1,9	signature
28:21,25	16,24	48:18	49:10,13
30:5,20	186:21	64:19	116:1
31:2,24	192:12	150:4	204:11
32:22	195:24	151:12	signed 15:18
33:3,21	205:5	197:18	24:18
34:2 35:10	207:3	shorter 18:4	49:18
36:5 43:10	setting	shortly	50:20
51:21	19:17	10:13	116:16
54:25	79:12	201:24	significant
55:4,23	162:4	show 175:15	96:15
95:12	192:20	showed	118:19
100:7,22	205:9	175:18	165:21
101:19	settings	showing	169:5
109:3	195:19	56:23 68:2	similar
136:6	shame 207:5	176:15	38:17
137:2,5	share 138:9	192:6	70:3,19
145:24	148:13	shown 25:24	72:5 94:24
150:22	shared 27:14	204:1	95:16
162:17	29:2	shut 86:20	simply 42:21
164:5	sharing	194:15	123:11
200:18	76:21	195:13	Simpson
Services'	202:18	197:8	24:12
163:1	sheriff's	shutdown	single
204:4,8	30:1 93:25	190:13	121:20
Services's	94:15	side 27:6	184:16
108:3	97:25		185:3
serving 11:7	99:6,12		201:23
50:5 64:21			

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: singled..spend

206:15	social 77:23	sooner 10:9	specific
singled	112:25	sort 103:14	19:12 41:9
146:23	software	138:2	44:24
Sioux 35:4,5	40:8 41:5	sounded	45:7,25
sir 108:1	42:21,24	189:16	56:18 58:3
111:8,10,	43:1 44:6,	sounds 23:12	63:4 68:9
13 170:25	7,12 46:3,	60:3 65:25	71:23
193:14	21 61:17	106:15	74:17
sit 194:7,	130:17,20	source	146:23
14	131:19	114:19	147:11
site 136:3	132:11	198:21,23	152:17
163:9	147:4	206:15	175:12
165:22	sole 147:25	South 55:9	195:5,14
172:23	solicitor	space 39:24	196:13
174:24	95:7,8	41:2 42:1	specifically
189:22	solution	47:17	19:16 32:2
situation	44:11,17	speak 15:21	43:16
45:17	46:22	16:3,8,13	62:19
size 194:25	143:13	17:20,25	157:17
skeptical	148:9	21:10	194:15
44:14,17	149:11	138:4	199:17
Skype 119:6	189:23	177:8	specifics
slack 89:19	195:2	187:3	145:22
90:1	solutions	speakers	speculating
slide 161:18	38:17,18	119:8	124:15
sloppy 62:23	43:13,18	speaking	speech 83:17
slow 167:3,	44:23	10:15	speeches
16	somebody's	speaks	124:19
Small 9:5	77:23	144:16	speed 96:19
smaller 47:1	199:23	special	97:11
Smith 105:2	someone's	88:6,17	167:2
snooty 27:9	132:1	specialist	spell 67:11
	153:3	57:9 61:1	spelled
	son 23:13		145:3
	151:1,7		spend 92:11,

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: spent..straight

24 139:15	72:13,19	starting	198:23
spent 61:14	73:1	151:15	steal 133:8
62:1 82:16	staff 96:21	167:11	stealing
92:4 93:19	stalking	starts	123:15
spoke 15:16,	67:18	137:13	step 46:15
22 16:14,	stamp 114:6	151:16	100:15
20,24	stamps 46:15	180:22	stepped 32:7
80:21 82:4	stand-alone	state 5:7	steps 88:17
177:23	29:3 30:23	13:6 14:3,	165:14
178:3	33:5,23	6 78:10,24	sterile 29:6
180:16	34:4,5	84:15,19	steroids
spoken 15:15	36:14,17	86:12,21	90:10
21:7	107:16,22	93:6 166:1	stated
spoofing	standard	stated	180:24
123:17,19,	104:11	statement	steve 4:15
20,24	standards	54:22	stole 91:21
124:5	31:16	167:18	126:12
sporting	stands 145:5	193:15	stolen 160:9
123:16	start 9:21,	204:11,16	161:14,16,
spread 46:23	22 31:7	207:9	17
spreads	81:11 90:5	statements	stop 167:16
131:20	93:9 128:3	22:13 23:7	195:11
spring	139:10	52:5	stopped
118:10	159:25	116:6,7,	107:2
SQL 30:18	started 6:12	10,11	storage
31:3	7:19 10:19	193:1	27:23 28:3
128:25	11:2 36:8	states 49:14	58:20
129:2,13	60:24	52:11	store 27:24
203:18,19	92:25	54:23	stories
Squad-type	113:3	84:24	140:4
9:3	118:10	stating	story 86:18
st 69:17,	starters	10:20	straight
18,19,23	160:14	stay 83:6	60:14
70:5,20		85:5	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019 Index: straightforward..sworn

straightforward	72:22	successful	supplying
89:1	106:9	57:19, 20	112:23
stranger	134:21	121:17	support
158:3	style 151:10	sue 148:2	29:24
Stratasys	subject	sued 101:14	55:1, 23
51:3 153:6	60:21	115:2	193:1
160:22	162:4	suffers	supports
Streeter	submitted	96:17	55:8
23:10	110:2	suggested	supposed
strictly	116:18, 21	171:18	14:15, 21
109:2	158:21	suit 11:21	Supreme 77:6
structure	168:15	12:2	81:24
141:3	Subpoena	sum 98:20,	82:2, 8, 17,
structured	18:23, 25	23	21, 22
98:18	20:4, 15, 22	summaries	83:1, 23
student	169:16	22:21	84:19 91:1
69:22	170:12	summarizing	92:22
78:19	subpoenaed	22:14	surprise
118:14	19:4	summer 83:22	141:21
students	subscription	84:7	surprises
66:16, 17	141:4, 10,	Sunday 59:22	106:9
72:23	25	supervisor	surveys
73:11, 13,	subsequent	72:3	144:25
20 75:7, 24	189:11	136:25	145:7
76:1, 5, 16	subset 135:2	supervisors	Susan 159:2
78:17	substantial	10:23	suspenders
studied	98:22	supplement	39:16
120:15, 22	suburb 5:14,	39:15	swear 4:21
121:5, 7	20 6:25	96:19	switch
studies	112:12	supplements	196:25
56:25 83:7	suburban	93:12, 20	swore 49:24
study 43:16	5:13 7:22	supply 88:19	sworn 5:1
88:5	54:18		6:16, 17
stuff 52:22	112:10		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: symptoms..telling

7:9 49:20	taking 157:4	tape 89:20,	techniques
50:14	199:21	21,24	58:17
52:10	talk 68:5,	TAR 79:22	113:7
156:16	21,22 69:9	target 48:9	162:12
symptoms	74:25	126:15	198:13
62:24	77:19,20		Technological
system 29:15	83:11 85:4	targets	64:10
63:10 69:4	131:3	126:7	Technologies
85:1	145:15	task 6:15,	64:12
86:13,21	167:21	19 52:12,	77:16
101:7	talked 58:11	16 54:8	technology
102:3	86:12	task-specific	26:22 27:2
138:18	111:18	108:15	30:6,8,15
155:24	121:10	taught 37:15	31:4,10
156:22	140:11	65:5,8	33:12
158:7	194:1	74:5 121:6	35:11,25
185:13	talking	teach 67:20	36:1,6,11,
186:14	39:19	70:24 71:3	16 38:2,4,
191:4,9,	55:25	72:15 75:6	12 39:5,9,
14,15	62:16 85:9		23 51:20
192:18,19	97:6	teaching	68:13,19
194:10,17,	121:23	62:12	75:25
19 195:5	141:15	69:14	77:21
203:12	145:25	71:5,9,18	79:12
system/	152:23	72:9,25	138:20
intrusion	153:18	75:23,25	145:9
191:4	157:22	77:6 79:4	196:1
systems 8:25	180:19	teachings	technology-
28:10	188:11	65:24	aided 79:22
29:4,5	191:22	team 96:16	telephone
32:21 33:2	194:14	136:19	179:6
35:17	197:4	137:17	telephonic
68:24 69:1	talks 10:18	techie 76:19	93:3
	65:16	technical	telling
T	70:18	27:6 43:11	45:12
	71:20 72:7	178:14,19	179:22
takes 101:2	74:11		

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: ten..things

ten 14:8	203:1,4,	testifying	theoretical
40:22	10,20	53:19,24	182:25
41:17,18	205:1,8,	testimony	183:4
50:9,10	17,22	14:10,11,	thing 26:21
65:20 66:1	206:4,17,	12 37:23,	28:15
85:20	25	25 49:20	81:21 82:3
tend 85:5	test 45:14,	50:6	95:5 98:11
87:18	15 47:25	54:10,11,	119:1
90:12	tested 44:23	13 69:13	134:22
106:8	48:7	116:17	135:9,11
157:12	143:21	152:25	140:25
terabyte	144:7	153:17	153:15
169:9	147:10	156:13,16	157:16
170:21	testified	157:15,25	things 9:15
terabytes	50:3	158:2,7,	20:1 21:12
168:25	124:17	16,18	26:17 29:6
169:4	143:21	160:1,6,	39:14
term 9:1	151:22	12,16	45:22
36:23	152:11,19	161:7	52:17
37:3,7,21	154:15	162:5,8	55:15
78:18	155:3	189:15,16	58:14 67:6
121:12	156:12,19	193:1,16	68:6,10,22
122:1,3	157:9	194:12	75:8 76:9,
123:2,17	159:17,25	testing	15 79:15,
124:7	160:8	47:16,22	24,25 80:1
127:22	167:8,12,	48:1,13	81:15
137:24	13	143:22,24	97:18
138:16	testify	147:12	104:9
145:1	14:16,23	text 21:15	111:23
197:1	15:11	89:15	112:24
206:13	50:14	97:17	139:21
terms 70:10	53:12	theft 52:20	140:8
149:2	54:2,9	135:3	145:16
201:10,16,	159:15	153:8,17	147:25
18,22	191:13	154:6	153:1
202:7,25	192:16	159:19	192:10
	196:7	160:1,4	199:8,11

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: thinking..tools

203:8	thoughts	22:15	17,22
206:9	206:3	24:18 25:1	186:21
207:8	thousand	32:7	197:22
thinking	57:23	36:12,13	198:16
10:12	148:14	43:7,16	201:19
39:9,10,11	threats 42:5	46:14 47:9	207:21
74:1 79:14	61:24	48:23 49:4	times 16:23
195:8,13	62:3,15	61:14 66:2	17:25
third-party	148:7	69:25 71:1	50:3,9
128:14	three-day	73:20,23	54:2,8
third-year	77:14	75:17	63:8 65:20
73:19 75:7	three-year	80:14	66:2 73:21
Thomas	94:9	82:17	156:3,11,
69:17,18,	threshold	90:17	19 160:11
19,23	181:1,5,10	92:4,24	tips 138:10
70:5,20	182:5	93:4,19	title 27:10
72:13 73:1	183:12	94:11	57:10
82:5	185:2,24	100:5	65:11,12
Thomas 's	186:9,13	102:20	72:17
72:19	thresholds	103:1	77:15
thought	181:24	105:24	116:13
21:18 27:8	throttling	106:22	177:25
44:9,18	167:15	109:20	TJ 126:10
46:3	thumb 157:3	113:2,16,	to-do 68:16
59:24,25	tie 45:7	22 114:8	today 6:8
61:12	169:21	115:8	16:7 98:10
86:24,25	tight-lipped	127:15	169:4
87:2	145:17	135:14	207:21
113:15	time 4:7	150:9,15,	Today's 4:7
136:11	8:7,16,19,	20 162:6	told 16:6
174:15	24 9:17	165:10,21	20:3,22
180:11	11:5,6	166:2	86:17
190:17	15:4,18	171:22	131:22
191:17	20:13,20	172:22	tools 61:5,6
192:22		174:17,18	
195:12		179:4	
		184:13,18,	
		23 185:2,	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: top..turned

top 52:8,9	102:1	61:10,20	7,16,17,22
74:21	tough 147:20	81:6,24	159:25
110:4	tour 81:16	82:1,25	160:5,11,
164:15	84:11	111:20	15
180:21	town 8:20	112:1,2,	trick 42:20
198:24	track 78:4,6	15,17,18,	125:18
topic 14:9	104:23	23,24	trigger
47:14	tracking	113:11,15	185:23
63:16	30:10	transcript	triggered
66:7,9	tracks 7:15,	21:21	183:14
68:6,7	16	166:5	184:14
69:12	trade 159:19	transferred	185:2
74:10 75:5	160:1,4,8	27:17	triggering
81:10	Trademark	28:18	187:21
84:20	116:20	168:11	Trojan
87:16	traditional	transferring	131:7,10,
124:20,24	107:6	28:17	11 203:11
151:22	traffic 36:3	123:12	true 28:4
topics 67:4,	40:3,7	transfers	49:15
7 75:11	41:4	168:1	75:18
79:20	85:12,13	transitioned	116:7,9
81:19 83:5	86:2	54:6	206:9
84:22 85:5	train 81:5,9	travel 34:20	turn 49:8
87:18	trainees	treasury	103:9
119:11	56:9	37:9	110:9
120:14,17,	training	57:12,13	115:25
20,21,23	37:8 56:6,	trends	116:23
121:7	13,14,19,	137:18	128:6
198:24	20,22	trial 14:16,	137:9
total 60:4	57:16,18	23 15:11	168:18
93:2 177:4	58:1,12	53:13	196:20,25
totally 87:9	59:11,25	116:18	turnaround
136:16	60:23	156:19	102:25
touch 66:16	touching	157:9,13,	turned 83:10
101:20		14 158:2,	88:16

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: turning..upcoming

89:14	148:6	20:11	116:16
turning	192:10	37:17	unethical
46:13	typically	49:18, 23	91:8
TV 129:3, 4,	47:2 66:4,	50:17	unique 38:24
7 130:6	18 71:14	80:15 85:9	122:17
tweak 72:20	77:4	152:15	United 49:14
Twin 7:15,	78:12, 14	161:23	52:11
16	102:9	173:9	54:23
two-hour	106:3	175:14	universities
184:23	112:17	176:22	204:2
185:22	125:12	186:12, 18	University
two-semester	133:8	188:11	64:10
73:24	134:19	199:19	65:14
two-week	135:5	understanding	69:17
60:23	139:24	13:19, 24	70:4, 5
112:4	152:25	15:2	72:13 73:1
type 12:24	206:5	21:13, 17	117:6, 9
27:13	typing	35:19, 24	119:18, 20,
30:12	135:4, 8	37:13	22
32:23	typos 151:9	39:22	university's
56:18		97:2, 3	161:17
83:1, 11	<hr/>	116:22	unknown
95:2	U	140:13	158:10
104:25	U.s. 6:14	142:14	unpack
108:25	29:23 55:6	178:8	184:19
126:19	56:4 81:24	181:4, 9,	unpaid 12:1
131:23	82:2, 25	12, 13, 20	unsuccessful
134:25	105:2	182:3	189:20
154:7	116:13, 19	183:22	unsuspecting
158:4	136:25	185:1	134:7
179:16	180:12	188:19	unusual 7:17
180:23	ultimately	189:8	upcoming
196:19	27:11	200:2	75:5
types 81:17	uncomfortable	understood	
142:19	87:1	29:13 43:5	
	understand	76:20	
		107:11	

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: update..ways

update 66:7		viewers	46:5,22
	<hr/>		
	v	138:10	76:15,18,
updated			19 129:3
36:21	variants	violation	130:19
	67:5	154:18	141:24
updating		155:12	151:12
32:16	varies 80:16	viral 132:19	177:8
136:20	VCR 89:20,		182:21
upper-level	24	virtual	194:23
73:6		178:15	195:11
	vectors		
Upsala	121:18,22	virus 61:18	
110:17,19,		130:10,15,	war 125:25
20,23	vendor 97:22	16 131:8,	126:2
111:9	146:17	23 132:14	warehouse
			28:4
usage 176:6	vendors	viruses 43:4	
181:2	202:20	132:3,8	warning
182:8,16	venued 13:9		178:22
183:9		visitor	187:21
185:24	versus 4:5	205:6	
187:16,22	51:3 105:3	voyeur 69:6	Washington
	vice-president		94:24
user 123:15	136:24	vulnerabilitie	95:14 96:1
135:1,10	177:25	s 137:19	97:25
168:5			
195:19	victim 86:14	<hr/>	
199:14	125:4	w	watch 119:8
200:3,8,20	134:7	W-2 125:10,	watched
201:11		16	89:20
205:9,10	video 4:8	W-A-R 126:3	water-
	119:7		processing
users 165:14	179:5	walk 100:18	68:25
	videos	Wall 29:18	Wayback
utilization	119:8,9	Wallin 4:9	172:12
176:22			174:11
177:2	view 41:6	wanted 20:7	179:16
184:1,9	90:9	21:12,14,	
185:20	173:18,21,	15,16,19	ways 67:23
186:20	23,25	31:15	98:17
	174:9,21,	42:17	138:11
utilize 30:5	22	43:22 45:1	
32:22 33:3			

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: weaponized..work

weaponized	20 163:1,	western	16:8,13,20
42:14,15	3,11,24	5:14,20	21:7
43:1	164:7	6:25	word 40:4
web 25:19	165:16	161:11,12	42:15,22,
32:15	166:2,10,	whatnot	25 80:12
81:16	19 172:2,	139:21	122:13
87:19	17 173:12,	whatsoever	128:2,5,
113:4	16 174:10	69:3	10,11
136:1,3,7,	189:24	whip 136:23	131:11,14
13,14	190:11,14		165:19,20
163:14	200:8	white 60:8	words 47:1
164:9,11	201:14,15	61:9,25	67:1
165:22	205:7,18	62:17 63:5	101:22
172:16	206:22	64:3	work 12:20,
179:23	websites	163:17	25 13:15
200:24	123:14	204:25	18:11,18
204:23	163:22	206:14	22:14,22
205:24	198:22	Whitehouse	23:18
web-based	204:1	120:9	24:10 27:5
101:17	week 48:8,	wide 194:24	34:1
website	10 60:13	wifi 108:2,	37:11,12
25:21 26:3	74:5 75:1,	5,6 126:11	44:15 47:2
27:13	13,16,20	willful	51:13 59:7
31:23,24	80:25	116:11	69:15
32:6,11,	92:12	wire 134:3,	70:3,4
16,20	112:2,20	4	79:17
85:12,13	118:18,20,	Wisconsin	80:16
113:12	21 119:12	55:10	92:5,12
126:20	week's 75:5	82:20	96:10 98:6
129:6	weeks 59:3,	wishes 203:4	99:10,18
134:16	4,13 60:14		100:6
135:21,24	73:5 74:6	witness's	101:3
136:20	75:13	25:10	108:17
137:6	112:3,21	193:12	113:13
146:2	113:17,19	witnesses	118:22
161:17	west 112:13		119:1,3
162:15,19,			127:10

BUILDINGREPORTS.COM, INC. vs HONEYWELL INTERNATIONAL, INC.

Mark T. Lanterman on 06/06/2019

Index: worked..Zeus

136:3	141:5	19, 21, 25	19
147:5	wrap 47:13	84:7 92:17	
150:23		93:19	
197:25	written	94:9, 10	
worked 5:21	13:16	113:20	
6:19 7:13,	49:20	117:3, 10	
18 8:13	116:17	118:5, 6, 8	
21:18	155:4	120:23	
44:21	156:9	137:3	
82:19	200:24		
144:10	206:16	years 7:1, 24	
		8:5 11:4	
working 27:6	wrong 45:22	13:14	
31:9 37:16	101:24	14:8, 13	
45:8 93:16	136:16	31:5 32:3	
99:21	172:20, 23	36:20	
111:11, 15	179:8	40:21, 23	
117:20	wrote 15:4, 5	41:17, 18,	
136:2	74:22	19, 23, 24	
148:15	195:4, 6	43:8, 22	
207:7	204:25	45:3 64:24	
works 40:2	www.	65:9, 19	
57:1 71:22	compforensics.	70:17 77:7	
136:1, 12,	com. 26:1	78:14	
14 151:2	www.mybank.com	79:2, 5, 7	
workstation	135:8	80:7 89:20	
103:5	_____	93:11	
	y	114:25	
world 35:17	_____	years' 73:10	
36:4 56:23	year 10:5	yesterday	
176:1	11:10 22:6	19:8, 11, 20	
worm	23:25	20:8 89:22	
131:18, 19	24:2, 5	_____	
worth 171:8	44:2 63:18	z	
	64:6 71:12	_____	
worthwhile	73:3, 22	Zeus 133:7,	
113:16	77:8 80:21	8, 11	
wow 82:9	83:14, 16,	134:1, 14,	