

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

ALCATRAZ MEDIA, INC.,	:	
	:	
Plaintiff and	:	
Defendant-in-Counterclaim,	:	
	:	CIVIL ACTION FILE
v.	:	
	:	NO. 1:10-CV-0380
MEDIEVAL TIMES GEORGIA, INC.,	:	
MEDIEVAL TIMES MARYLAND, INC.,	:	
MEDIEVAL TIMES USA, INC., AND	:	
MEDIEVAL TIMES DINNER AND	:	
TOURNAMENT TORONTO, INC.,	:	
	:	
Defendants and	:	
Plaintiffs-in-Counterclaim.	:	
	:	

Expert Testimony Report of William M. Windsor

William Michael Windsor (“Windsor”) is an expert witness who may be used at trial to present evidence under Federal Rule of Evidence 702, 703, or 705.

This is the *Written Report* required by FRCP Rule 26. This Report has been prepared by Windsor and is signed by Windsor.

Windsor has been specially employed to provide expert testimony in the case, and he has periodically provided expert advice and/or testimony for Alcatraz Media, Inc.

(i) a complete statement of all opinions the witness will express and the basis and reasons for them;

1. I will express opinions about the terms mark-up and profit margin. Mark-up is a calculation of the percentage difference between the actual cost and the selling price, while profit margin percentage is the percentage difference between the selling price and the profit.
2. I will express opinions about business contracts. Alcatraz had binding written contracts with Medieval Times ("MT"). I will also express an opinion about the annual rate sheets.
3. I will express opinions about the Internet. I will explain how search engines work, how dynamic web sites work, how Internet advertising works, various issues regarding domain names, and I am prepared to answer any of a wide variety of

questions about the Internet, where I have special expertise developed over the last 16 years.

4. MT complains that Alcatraz charged more for its tickets than the published “General Admission Rate.” MT has no right to complain about the prices Alcatraz charged its customers for MT tickets it sold for admission to the Castles. Alcatraz had a contractual right to set its own prices under the Supplier Agreements that specifically provided, “Buyer will set its own rates for the services it provides to its customers.” Moreover, in numerous conversations and communications between the parties concerning rates, MT acknowledged and agreed that Alcatraz had the right to set its own rates. Moreover, by choosing to sell its tickets into a reseller’s market in the way that MT set up its marketing plan, MT lost any right to set the prices its resellers charge for tickets. In fact, MT sales managers monitored Alcatraz’s sales to make sure that Alcatraz’s price was “not undercutting” the published “General Admission Rate.”

5. Alcatraz and other resellers did charge more than the published “General Admission Rate” published by Medieval Times. There were customer complaints arising over the rates Alcatraz charged its customers when those customers arrived

at the gate to find that some other customers were being admitted at a lower price or under a one-child-free-with-a-paid-adult ticket who wanted the same deal.

6. Such customer complaints were a well known and understood element of Plaintiffs' pricing policies. Yet, instead of honoring the term in the Supplier Agreement and offering the same promotional rate (e.g. one child free with one paid adult ticket), MT refused to allow Alcatraz to provide the same promotion. As a direct result of MT's refusal to honor the Supplier Agreements, guests were obviously upset at the price disparity. Notably, there were no complaints when Alcatraz's customers paid more for a ticket until MT began these promotions and refused to provide the same promotions to Alcatraz to sell. Thus, the alleged complaints (of which there are only a handful documented), were created by MT and not Alcatraz Media. At the time the free ticket promotions were started, Alcatraz's told MT employees problems would arise and MT employees told Alcatraz that they would handle the problems on a case by case basis to satisfy the consumer customers.

7. At some point, MT initiated a series of reduced priced promotions. When these promotions were offered, they were intentionally not offered to the vendors

such as Alcatraz. Thus, while MT was offering free tickets, Alcatraz was having to buy all of its tickets at the rate MT was selling tickets to Alcatraz under the Supplier Agreements. (This essentially meant that MT received payment for the child ticket from Alcatraz when it was giving identical tickets away to MT's direct sale customers, thus guaranteeing that the Alcatraz's customer would pay more than the direct sales customers. No one expected Alcatraz to buy child tickets and then give them away for free.) This meant that Alcatraz could not offer the promotions to its customers and had to charge for the tickets that MT was giving away for free or an extremely discounted promotional rate. At the time MT made the decision to offer promotional rates to direct sale customers and not arrange for its extensive reseller market to be able to offer those same promotions, it intentionally doomed itself to have complaints at the gate. The discord at the gate was MT corporate policy and is an issue that MT deals with regularly because of its marketing policies and any harm flowing from any such discord cannot be blamed upon Alcatraz. MT exacerbated the complaint problem by discussing Alcatraz's rates with its customers and encouraging customers to charge back tickets to Alcatraz and to buy the discounts available by direct purchase. The

Supplier Agreements contain an express clause prohibiting MT from discussing Alcatraz's rates or cancellation policies with its guests, "Supplier agrees not to discuss Rates or cancellation policy with Buyer's customers."

8. MT's commencement of the free ticket discounts was one of the circumstances that triggered the filing of the lawsuit. It was a direct breach of the Supplier Agreements for MT to offer its customers free ticket promotions while charging Alcatraz the scheduled "net rate" for tickets. Specifically, the Supplier Agreements provide, "Supplier agrees to provide net rates to Buyer that are as low or lower than the lowest that Supplier provides to any third party." "[T]hird party" includes customers." This provision was in the Supplier Agreement specifically to avoid price squabbles. Any damage or harm that MT suffered as a result of customer confusion and aggravation was the result of MT's breach of the Supplier Agreements, their own, unwise, pricing policy and was their own fault.

9. At the time this lawsuit was filed, Alcatraz was lawfully marketing MT tickets on its websites that were being obtained legally through MT reseller network or directly from MT itself with the express consent of MT. All tickets sold were genuine MT tickets, knowingly confirmed, reservation by reservation, by

Medieval Times. MT is estopped to complain about the sale of any ticket it voluntarily sold to Alcatraz. The last ticket customer transaction was February 5, 2009.

10. Upon learning of the federal action in California, in an exercise of caution based upon MT's seeking of an injunction, ~~Defendant~~ Alcatraz stopped advertising tickets to MT castles and removed all references to MT attractions from Alcatraz's websites, including from www.medievaltickets.com. As a result of MT's allegations, Alcatraz even stopped selling bus tours under its Supplier Contract with a bus tour company that included MT attractions as a stop were the tour operator and not Alcatraz was obtaining tickets to the events for its tourist passengers. Alcatraz will not market any more MT tickets until its legal right to sell MT tickets is established.

11. Alcatraz has the legal right to sell tours that feature MT as a tour stop and it has the legal right to sell tickets lawfully obtained in the reseller market. Alcatraz also has the legal right to market those tours and tickets using the name "Medieval Times" to describe the product. Alcatraz contends that if MT uses a reseller market to market its tickets, it has no legal right to restrict the sale by Alcatraz of

tickets distributed in that market and that Alcatraz has the right to use the name “Medieval Times” to describe the product to market genuine MT tickets it has lawfully obtained and that Alcatraz has the right to set the price of the resale to the ultimate MT guest.

12. I will testify that in the ticket reseller market, it is customary for the resellers to set their own ticket prices. I am a licensed ticket broker, and I have studied the law and business practices thoroughly.

13. I will testify as to the amount of damages suffered by Alcatraz as a result of MT’s actions. I am unable, at this stage of the litigation, to provide a precise amount of damages because the information needed is within the possession, custody, and control of MT or the facts supporting the damages have not yet been fully discovered or determined. Some of the damage categories have not been fully incurred at this point. Discovery is ongoing, and I will supplement this when additional information allowing me to itemize damages becomes available. All amounts set forth herein are estimates and are subject to revision as more facts and figures become available. Alcatraz will produce the documents supporting these

calculations, to the extent not already in MT entities' or their counsel's possession, custody, and control.

14. I will testify as to the amount of damages flowing from MT's failure to sell at Lowest Rate Available to Third Parties.

15. Alcatraz has incurred damages due to the failure of MT to sell to Alcatraz tickets at the lowest rate available to any third party. The assumptions used in this estimate are the following: Alcatraz generated gross revenues from January 1, 2007 to September 30, 2008 of \$1,580,888. Alcatraz was charged approximately \$1,264,710 in purchasing the tickets from MT. I have examined documents produced by MT that show that on the portion of its tickets MT sold to resellers, several resellers were sold tickets at prices much lower than the prices Alcatraz paid at the same point in time. MT has not provided the sales pricing of at least eighty percent of its sales. Of those sales, MT has provided documentation that shows that a substantial percentage of those sales were made to third parties at prices substantially less than the price at which Alcatraz was paying at the same point in time. MT was offering promotions of free child tickets and adult tickets for free during an unknown period. Using the information so far provided to

Alcatraz during this litigation, Alcatraz was overcharged for tickets in a total amount that cannot now be calculated because the details of the free tickets and promotions have not been provided by MT. When the information is provided, Alcatraz's damages for MT's breach of its contractual obligation to sell to Alcatraz at the lowest rate available to third parties can be calculated. The components of the calculation are as follows:

16. During this period covered by the price agreement, I calculate that Alcatraz sold approximately 6,031 child tickets and generated revenues of \$249,592. Based upon the pricing documents provided by MT, the proper price that should have been offered to Alcatraz was a 55% discount off of the "General Admission Rate." The cost to Alcatraz would have been \$112,316. If 25% of those child tickets should have been free, Alcatraz should not have paid \$28,079. So, the grand total for overcharges is currently estimated to be \$1,264,710 minus \$711,299 = \$553,411 plus \$28,079 = \$581,490.

17. Lost Future Sales: Alcatraz has lost sales due to feeling forced to discontinue sales in 2009, 2010, and 2011. The assumptions are based upon the following: the final year of ticket sales (10-1-2007 to 9-30-2008) was 25,385 tickets sold

generating revenue of \$1,385,059. Assuming Alcatraz is merely operating as a booking agent for these tickets, Alcatraz will generate net profit of \$10 per ticket or \$253,850. 25,385 tickets is approximately 8,723 orders with a processing fee of \$3.95 per order. That's \$34,457. Merchant services fees on \$1,385,059 at 2.7% would be \$37,396. 10% advertising cost would be \$138,505. So, the net profit from these sales would be \$112,406 annually. Sales were generated from January 1, 2009 to February 5, 2009 - 36 days. So, the 2009 number is reduced accordingly to \$101,319. Profit for 2009, 2010, and 2011 is 12 projected to be \$326,131.

18. **Lost Sales:** Alcatraz lost sales and profits in 2007 and 2008 due to MT's failure to give Alcatraz the lowest rate. Alcatraz would have used that massive competitive benefit in its advertising. Statistics are being generated for advertising impressions and click-throughs. My initial estimate is that if Alcatraz was advertising \$70 less per family of four than every advertising competitor, Alcatraz's sales would have at least doubled, so figure an additional \$326,131. Another way to calculate this would be for MT to advise the total dollar amount sold by Vacations Made Easy, Viator, Expedia, Orbitz, Travelocity, Priceline, TicketMomma, and all other online sellers. Then I would add in MT's online sales

and figure Alcatraz would have gotten 50% of that. I believe the number will be a lot higher.

19. **Lost Sales:** The lower price on MT tickets would have generated more traffic and business for Alcatraz on its other products in these markets. If I estimate that 10% bought at least one other product, that would generate revenues of \$138,505 less 73% cost and 2.7% in merchant fees for a net additional profit of \$33,656 annually. For the 21 months, the loss is estimated at \$67,311.

20. **Attorneys Fees:** Alcatraz has incurred in excess of \$200,000 in litigation expenses to its attorneys to date.

21. **Litigation Expenses:** Alcatraz has also incurred expenses of litigation for photocopies, court reporters, travel, telephone, staff costs, contractor costs, and miscellaneous expenses and fees. Expense for court reporters for the depositions thus far are in excess of \$25,000.00. Alcatraz anticipates that the total expenses of litigation will be much greater.

22. **Damage to Business:** The business of Alcatraz has suffered as a result of the expense and the loss of management time and attention. This has not yet been calculated.

23. **Refunds:** Alcatraz has incurred damages due to refunds issued to customers. This has not yet been calculated.

24. **Chargebacks:** Alcatraz has incurred damages due to chargebacks. This has not yet been calculated. In addition, Alcatraz incurred fees from Bank of America, and that number is unknown at this time. Alcatraz has requested this information from Bank of America, but the information is not yet available. Alcatraz estimates that an average of three staff hours has been spent on each of the chargebacks related to MT promotions and overpricing approximately \$20 per hour per employee. The amount is still under investigation for determination and has not yet been calculated.

25. **Business Disruption:** Alcatraz has incurred damages due to the sales and gross profits lost. The amount is still under investigation for determination.

26. **Total estimated damages to date not counting damages that cannot be estimated at this time. \$ 4,399,728.00**

(ii) the data or other information considered by the witness in forming them;

27. I have reviewed all of the evidence in this case. I was asked to serve as the person to gather all documents, and I did. I was also asked to receive and review all of the Medieval Times' entities documents, and I did. I have read each deposition, and I attended several.

(iii) any exhibits that will be used to summarize or support them;

28. I have not yet prepared any exhibits. I will provide copies to the Alcatraz when and if I do.

(iv) the witness's qualifications, including a list of all publications authored in the previous 10 years;

29. I received a Bachelor of Business Administration degree in Marketing from the Business School at Texas Tech University. I also studied at the University of Texas at Austin and the University of Kentucky. I started my first businesses as a college student in 1969. I was able to pay most of my college expenses by working and running my own businesses. I became the State of Texas

Representative for College Marketing Research (“CMR”), and I traveled all over the state identifying the top student entrepreneurs at each university to become representatives at their schools. With CMR, I was responsible for getting tens of thousands of students their first credit card in the very first credit card program directed at students. I also performed a variety of special research projects for CMR, including a survey of college students for Playboy Magazine. I opened a retail store my senior year and a bail bond service for students. I sold the business upon graduation. It operated for another 25 years before the buyer sold it to a company that converted the retail space to something different.

30. I was extremely active in various activities as a student. I was a Student Senator for two years, one of two students on the Faculty-Student Discipline Board, president of my fraternity, and officer of a number of other organizations. I was named to Who’s Who in American Colleges and Universities, and I was one of a small number of students who received All-University Recognition for Leadership. I was accepted to law school, but I had done so well operating retail and service businesses that I decided to make money rather than spend three years struggling through law school with a new wife.

31. I was hired at a top salary to become the National Marketing Manager for the American Association of School Retailers ("AASR"). I was responsible at the age of 21 for developing a national network of merchants in major college towns who would serve as dealers for fraternity and sorority merchandise. I traveled all over the country, recruited a sales force, developed and conducted a national convention, produced catalogs and advertising, executed many contracts. I authored various business management manuals for the dealers, and I trained people 2 and 3-times my age on how to operate their businesses more effectively and more profitably.

32. After an action-packed year or so with AASR, I left to start my own retail business in Orlando, Florida. I started the business with my life savings of \$3,500. The business was profitable from the first month, and it grew from 1972 to 1977. I started with a small store, added a manufacturing facility, moved to a larger store, and then moved again to a much larger store. In addition to being a retailer, wholesaler, and manufacturer, I became an advertising specialty distributor, and much more. I began writing a newsletter for business owners like

myself in 1973. I wrote a book about selling T-shirts. I created a product called "ShirtCans," a T-shirt in a Pringles[®] potato chip can with fabric paints, a brush, and instructions. I personally went to New York and Chicago and sold it to major chains such as J.C. Penney and Sears. I designed and built a manufacturing facility to produce the product. I traveled to South America and Europe to work with international distributors. I also developed a premium product (Portland Trailblazers ShirtCans, etc.), and I exhibited at the advertising specialty and premium shows.

33. The newsletter that I began in 1973 was very popular, and I decided to try launching a monthly magazine for the "imprinted sportswear industry," a name that I coined to define the tens of thousands of companies that were selling imprinted apparel of various types – a business that barely existed when I opened my first store in 1970. I am regarded as the "father of the T-shirt and imprinted sportswear industry." I have been regularly named the most important person in the development of the multi-billion dollar industry. The magazine was an immediate success, earning a good profit on the very first issue. I started it with no money and was able to pay for the printing because enough of the advertisers paid

for their first ads on time. I started trade shows and other magazines, and I acquired one consumer magazine between 1977 and 1984. I was the owner/publisher/editor in chief of five magazines and was the producer of four annual trade shows -- three in the U.S. and one in Europe. The trade magazine and trade show business grew from zero in April 1977 to a company generating over \$1 million in annual profits by 1981. I sold the various entities in three separate transactions. The business that I started with nothing was sold for approximately \$8 million.

34. During this time, I also started a typesetting business and a printing company. I became part owner of an office building, and I was on the associate board of directors of a large bank. I wrote hundreds of magazine articles, numerous manuals and books, and I developed conference programs for over a dozen major conferences all over the U.S. and in the UK. I spoke at many trade shows and conferences as an expert on retailing, pricing, advertising, and overall business management.

35. I also designed, supervised construction, and operated a unique entertainment complex – an authentic 1880's western town with over 40 buildings.

Facilities included a wide variety of meeting and entertainment facilities, restaurants, and much more. I produced hundreds of conventions, trade shows, and parties annually for groups ranging from 12 to 15,000. I operated a half dozen retail stores, several bars and restaurants, and a nightly dinner show. I developed the complete program. I also consulted for other tourist-oriented entertainment venues. I was involved in the production of various TV commercials and movies using my facility.

36. From 1981 to 1987, I was a consultant for Gralla Publications, Game & Fish Publications, Southam, Thousand Trails, Trailblazer Magazine, Resort Parks International, and other companies involved in the magazine publishing and trade show businesses. I provided a wide variety of consulting services, including consultation on start-ups and acquisitions. During this time, I was retained as a consultant by Construction Digest, Inc. and Allied Publications to develop a new business plan for this 60-year-old company with 16 monthly magazines. I became president of the company to implement the plan and ultimately sell the company. I supervised a staff of 125 including a network of 60 sales reps. I revitalized the

company and brokered the sale to Southam of Canada in a multi-million dollar transaction. I doubled shareholder value in Allied in 12 months.

37. From 1987 to 1992, I published magazines and produced annual trade shows and seminars in the U.S. and Canada, including Mega Market, the largest apparel show in the United States featuring over 14,000 lines of wearing apparel on display in twelve different shows covering over 1,500,000 square feet of exhibit space. During these years, I wrote many magazine articles, produced a major conference program for retailers of wearing apparel at the Apparel Mart in Dallas where I spoke on marketing and pricing. I produced concerts involving Ray Charles and other stars.

38. I was thinking about going to law school after selling my second publishing company in 1992, but I was recruited to move to Chester, England to be Managing Director (President) of Advanstar Europe, a company owned by Goldman Sachs. I was responsible for all European operations of Advanstar, including publication of seven magazines as well as production of twelve annual conferences and six annual exhibitions in London, Birmingham, Edinburgh, Dusseldorf, Cologne, Paris, Amsterdam, Munich, Basel, Barcelona, and other

European locations. I assumed responsibility for the operation in fall 1992 with annual losses of \$2 million. I lead the business to a break-even in 1993, profit in 1994, and set up the operation to earn over \$3 million in 1995. I increased shareholder value by at least \$20 million, and Goldman Sachs was very pleased with me. Peter Sachs was the chairman of Advanstar's board. I doubled the size of the operation through operational improvement, start-ups, and acquisitions. I negotiated a very favorable lease on a new building and extricated company from 20-year obligation on former space. I integrated acquisitions of three exhibitions. I supervised start-up of two exhibitions and 11 conferences. I was the Founding Publisher of *Voice+ Magazine*, the most successful magazine launch in the history of Advanstar. I successfully moved management of *Automatic ID News Europe* from the U.S. to Europe. I spoke at conferences all across Europe.

39. After two years, Advanstar promoted me to be President of the exhibition and conference business worldwide. Advanstar Expositions was one of the largest in the world. From 1994 to 1996, I was responsible for as many as 130 annual exhibitions, conferences, and other events produced throughout the United States and Europe as well as in Hong Kong, China, Singapore, India, Canada,

Mexico, and other countries. Events served the art, beauty, computer, pharmaceutical, telecommunications, medical, analytical science, environmental, communications, energy, finance, printing, manufacturing, plastics, powersports, entertainment, television, and business communications fields. I also served as Vice-President of Advanstar Communications, publisher of over 80 magazines, journals, books, directories, and other publications circulated throughout the United States, Europe, and Asia. Advanstar employed 1,000 and generated annual revenues of approximately \$150 million.

40. With Advanstar Expositions, I was responsible as chief executive of this division for the strategic plan, senior management of the division and its eight operating units, business development, acquisitions, and divestitures. I was chosen to head Advanstar Expositions to turn around the business after a growth strategy had failed. I successfully implemented new strategic plan; increased division EBITDA from \$1.4 million in 1994 to \$10.5 million in 1995 and \$12 million in 1996. I significantly increased shareholder value. The \$10.6 million EBITDA improvement increased shareholder value by approximately \$100 million.

41. To achieve the dramatically improved profits, I developed and implemented a strategic plan that required decisive action. I cancelled 70 events scheduled for 1994 and 50 events planned for 1995; terminated five Group Show Managers and 60 Expo Division employees; reorganized several groups; divested division of six shows; closed four offices, saving the company \$1,892,000 in office costs annually as well as the losses incurred directly by the Expo Division. I increased revenues of the Division to \$38 million in 1995, an increase of \$3 million over 1994 despite the cancellation of many unprofitable events and without making any acquisitions. I worked with Advanstar financial staff to develop and implement comprehensive set of financial guidelines and policies; implemented new Financial Operating Plan for Expo Division. I developed cash flow initiatives that enabled Advanstar Expositions to exceed the budgeted 1995 cash flow by better than \$3 million. I reduced receivables from an average of \$1,200,000 in 1994 to \$200,000 in 1995. I developed and produced a series of workshops for the management team.

42. I evaluated all aspects of Advanstar's Hong Kong operation and made a recommendation to the Board to close Hong Kong office and manage Asian

business in a more cost-effective manner. I went to Hong Kong, made the assessment, and supervised the closing of the operation within two weeks from my arrival.

43. I participated in senior management of the corporation; attended and participated in all board meetings with Goldman Sachs executives; proposed changes with International Sales/Editorial Meeting, sales training department, and office structure. I managed eight entrepreneurial business units, integrating a number of diverse acquisitions. I identified, evaluated, and negotiated additional acquisitions.

44. I produced marketing manuals, conducted extensive staff training, wrote and implemented complete new financial policies and procedures, developed a contact management system, and much more. I actively participated in the sale of Advanstar Communications, Inc. for \$237 million. I was one of three presenters to a who's who of prospective buyers from the publishing industry and the investment community.

45. When Advanstar was sold in 1996, I had already announced my intention to leave the company to pursue a start-up with a financial partner. I

conceived the business plan, pitched it to Bain Capital, secured their multi-million dollar investment, became CEO, and built 1st Communications from an idea into a major expositions business through acquisition of trade shows and career fairs.

45. I evaluated well over 100 companies as prospective acquisitions, participated in detailed analysis of each target in the due diligence process, and made eight acquisitions in 1997 and 1998. The company owned and operated 200 trade shows, conferences, and career fairs and was the largest trade show producer in North America in terms of number of events.

46. In 1992, my son discovered the Internet. We were years ahead of most people in learning of its existence and identifying its monumental potential. Of the many ideas that I developed for capitalizing on this phenomenon, I conceived and developed the 1-Jobs.com Internet business, one of the top Internet recruiting and employment businesses. I was responsible as chief executive for the strategic plan, senior management of the business and its four operating units, business development, acquisitions, and divestitures. We built 1-Jobs.com into a very successful business despite operating in a leveraged build-up environment with no venture capital funding. 1-Jobs.com became the seventh largest Internet

job site by building User Visits from 13,580 in July 1998 to over 2.2 million in August 2000. We generated the fourth largest resume database on the Internet (500,000) in less than two years. The revenues of this division increased to \$13 million. I worked with programmers to design various Internet applications for the business. I developed unique programs to drive web traffic, with special expertise in optimizing web sites for search engine effectiveness.

47. We were approached by various investment groups to take the business public. I worked with Merrill Lynch, Thomas Weisel, and Wit Capital on the IPO process. We went through the entire process up to the printing of the Prospectus when the project was tabled after we learned that one of our major competitors had secretly raced ahead of us to produce their prospectus first. I spoke at investment presentations all over the country and was grilled on every aspect of the business by rooms full of attorneys, accountants, and newspaper reporters.

48. With 1st Communications, I identified, evaluated, and negotiated acquisitions in the U.S, Europe, Canada, Australia, and New Zealand. We doubled

the revenues of acquired trade show businesses. I served as one of the five Board members and produced all of the board presentations with the help of the CFO.

49. I managed the sale of trade show business, doubling the value of one division in 30 months and tripling the value of another in 36 months. The 1-Jobs.com Internet business was valued at \$150 million by Merrill Lynch, and while an IPO opportunity could not be realized due to market conditions, the business was sold for eight times the equity investment to The Washington Post.

50. I served as CEO for Hotties, a restaurant franchise that I conceived and developed from 2001 through 2002. I wrote the business plan, all operating manuals, the franchise program, and all franchise manuals. I coordinated all of the franchise legal work with franchise counsel. I originated the concept, raised financing, and launched the business. I obtained franchise sales approval in 43 states. I designed the prototype store and supervised construction. I recruited and hired personnel. I successfully opened the business. I developed a top-ranked web site with significant web traffic as a very effective tool for promoting the business and generating franchise inquiries. On the second round of financing, I agreed to

sell my ownership to the largest investor so they would have better than 80% ownership and full control.

51. From 2001 to the present, I am President of several Internet businesses, including two tour and ticketing businesses, Round America, LLC and ZZ Tours, Inc. I do consulting work for Alcatraz Media and others.

52. I have worked throughout 2009 and in 2010 to obtain the rights to bid on the \$1.3 billion dollar boat service at Niagara Falls. I have written a business plan, an RFP, and a wide variety of documents. I have published a regular newsletter. I sued and successfully “encouraged” the Province of Ontario to issue a tender for the first time in perhaps 100 years. I have also sued the State of New York to accomplish the same goal.

53. I have started over 50 businesses since I was a junior in college in 1969. I am an expert on entrepreneurship, start-ups, acquisitions, divestitures, marketing, internet marketing, retail pricing, and general business management. I have signed, written, edited, and co-authored literally many hundreds of business contracts.

54. In the last 10 years, I have been semi-retired, so I have not done nearly as much writing. I wrote the complete franchise program manuals and operational manuals for Hotties. I wrote a book called Round America, chronicling a 160-day trip by car on two-lane roads to all 50 states. I have written proprietary papers, plans, and studies regarding the boat service in Niagara Falls.

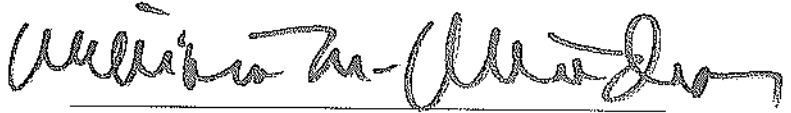
(v) a list of all other cases in which, during the previous 4 years, the witness testified as an expert at trial or by deposition; and

55. I have not testified at trial as an expert in the last four years. I was prepared to do so in one case, but it never went to trial.

(vi) a statement of the compensation to be paid for the study and testimony in the case.

56. I will not be paid. Alcatraz Media is my son's company, and I would never charge my son.

Signed under Penalty of Perjury, this 12th day of April, 2010

A handwritten signature in cursive script, appearing to read "William M. Windsor". The signature is written in black ink and is positioned above a horizontal line.

William M. Windsor