



IVIEWIT HOLDINGS, INC.

By Facsimile

February 26, 2003

Thomas J. Cahill
Chief Counsel
First Judicial Department Departmental Disciplinary Committee
61 Broadway, 2nd Floor
New York, New York 10006

Re: General Complaint against Kenneth Rubenstein on Behalf of Iviewit Holdings, Inc. (a Delaware Corporation) ("Company")

Dear Mr. Cahill:

By way of introduction, I am President (Acting) of the above referenced Company, and write to file a General Complaint against the following member of the New York State Bar Association:

Kenneth Rubenstein
Proskauer Rose LLP
1585 Broadway
New York, NY 10036-8299
Tel.: 212.969.3185

Introduction

Kenneth Rubenstein, (hereinafter "Rubenstein"), believed to be a resident of the State of New York or New Jersey, and who at various times relevant hereto was either misrepresented to the Company as a partner of Proskauer Rose LLP (hereinafter "Proskauer") and later became a partner of Proskauer, and who provided legal services to the Company.

Moreover, beginning on or about September of 1998, the Company, through its agent and principal, Eliot I. Bernstein ("Bernstein"), began negotiations with Proskauer with regard to Proskauer providing legal services to the Company the purpose of which was to develop and market specific technologies developed by Bernstein and two others, which technologies allowed for the scaling, enlargement, panning and zooming of digital images and video without degradation to the quality of the digital image due to what is commonly referred to as "pixelation", the delivery of digital video using proprietary



scaling techniques, a combination of the image pan and zoom techniques and video scaling techniques, and the remote control of video and image applications.

Furthermore, Bernstein engaged the services of Proskauer and in turn Rubenstein, among others, through an engagement letter a true copy of which I attach herein as Exhibit "A", to obtain multiple patents and oversee US and foreign filings for such technologies including the provisional filings for the technologies as described above, and such other activities as were necessary to protect the intellectual property.

Additionally, upon information and belief, Rubenstein upon viewing the technologies developed by Bernstein, and held by the Company, realized the significance of the technologies, its various applications to communication networks for distributing video data and images and for existing digital processes, including, but not limited to digital cameras, digital video disks (DVD), digital imaging technologies for medical purposes and digital video, and that Rubenstein designed and executed, sometimes for himself or others similarly situated, deceptions, improprieties, and, even in certain circumstances, outright malfeasances by the disingenuous insertion of his own interests or the interests of third parties, who were other clients of Proskauer and Rubenstein, between the Company, as his client and together with its disclosed techniques, and the ultimate end users of its future OEM and other licensees, to the detriment and damage of the Company. Many of the malfeasances against the Company have also involved fraud against the US Patent and Trademark Office.

Secondly, while the Company was engaged in negotiations of technology agreements with including but not limited to both Warner Bros, a division of Time Warner Entertainment L.P. and its direct parent, AOL Time Warner (collectively "Warner Bros/AOLTW"), as to the possible use of the technologies of the Company, and despite the prior representations of Rubenstein, at a meeting held on or about November 1, 2000, by and between, among others, Rubenstein and representatives of Warner Bros/AOLTW as to the technologies of the Company, their efficacy, novelty and unique methodology, Rubenstein tortuously, the Company alleges, refused to subsequently make the same statements to representatives of Warner Bros/AOLTW and AOLTW, taking the position that "I have a conflict of interest in that they [Warner Brothers] are a big client of Proskauer, so I cannot comment on the technologies of iViewit to any representatives of WarnerBros." or words to that effect in response to inquiry from Warner Bros/AOLTW's patent counsel as to the status and condition of the pending patents on the intellectual property.

Additionally, that Rubenstein, having served as an Advisor to the Board of the Company, was fully aware of the fact that the Company was in negotiations with Warner Bros/AOLTW as to the possible licensing of technologies and further funding of the operations of the Company, and further, Rubenstein as a partner of Proskauer, and despite his clear prior actions in representing the interests of the Company and having interest in stock of the Company as a partner of Proskauer (Proskauer owning two and one-half percent of the Company's founder shares) and still further as an Advisor to the Company's Board listed in all business plans, websites, etc., refused to answer questions as to the enforcement of the intellectual property of the Company with the intent and



knowledge that such refusal would lead to the cessation of the business relationship by and between the Company and Warner Bros/AOLTW and other clients familiar with the Warner Bros/AOLTW technology group and in negotiations with the Company, including, but not limited to Sony Corporation, the Viacom Inc. Paramount Pictures unit, Metro-Goldwyn-Mayer Inc., and News Corporation's Twentieth Century Fox division. Accordingly, the Company alleges, the actions of Rubenstein were and constituted an intentional and unjustified interference with the relationship by and between the Company and Warner Bros/AOLTW designed to harm such relationship and further motivated by the attempts to cover-up the conflict of interest in Proskauer's representation of both the Company and Warner Bros/AOLTW.

Finally, as a direct and proximate result of the conduct of Rubenstein, Warner Bros/AOLTW ceased business relations with the Company to the damage and detriment of the Company; the Company more specifically stipulates Rubenstein's actions and inactions directly below:

Specifics of General Complaint

Where the Company employed Rubenstein and Proskauer for purposes of representing the Company to obtain multiple patents and oversee foreign filings for such technologies including the provisional filings for the technologies as described above, and that pursuant to such employment, Rubenstein and Proskauer owed a duty to ensure that the rights and interests of the Company were protected, Rubenstein and Proskauer neglected that reasonable duty of care in the performance of legal services in that they:

- a. Failed to take reasonable steps to ensure that the intellectual property of the Company was protected; and,
- b. Failed to and/or inadequately completed work regarding patents, copyrights and trademarks; and,
- c. Failed to list proper inventors of the technologies based on improper legal advise by Proskauer, and in turn Rubenstein in his lead technological role, that foreign inventors could not be listed until their immigration status was adjusted leading to further erroneous billings by Proskauer for frivolous immigration work. This resulted in the failure of the patents to include their rightful and lawful inventors; and,
- d. Failed to ensure that the patent applications for the technologies, contained all necessary and pertinent information relevant to the technologies and as required by law; and,
- e. Failed to secure trademarks and copyrights and failed to complete trademark and copyright work for the use of proprietary names of the Company and the source codes for the technologies of the Company in relation to the intellectual property, and;
- f. Engaged in unnecessary and duplicate corporate and other work; and,
- g. By redacting information from the billing statements regarding services provided so to as to give the appearance that the services provided by Proskauer were limited in nature, when in fact they involved various aspects of intellectual property protection; and,



h. By knowingly and willfully representing and agreeing to accept representation of clients in conflict with the interests of the Company, without either consent or waiver by the Company

i. Allowed the infringement of patent rights of the Company and the intellectual property of the Company by other clients of Proskauer and Rubenstein. Failed to submit to patent pools overseen by Rubenstein Iviewit patents for inclusion to such pools, including but not limited to MPEG 2, MPEG 4, and DVD and;

j. Aided a one Raymond A. Joao, represented at first as a member of Proskauer and Rubenstein's underling, but later discovered to be an of counsel to Meltzer Lippe Goldstein & Schlissel LLP. of Mineola, N.Y. in filing patents for the Company's intellectual property by willfully withholding pertinent information and further filing patents in an untimely misrepresented manner. That Mr. Joao who was contracted to procure patents for the Company has now applied for 70+ patents in his own name, many of which appear to be ideas learned while representing the Company.

k. That due to the discovery of many of the above described events the Company's lead investor Crossbow Ventures (a referral of Proskauer Rose) of West Palm Beach, Fla., pulled funding on the Company; it is the Company's belief that this is simply another attempt by, among others, Rubenstein and Proskauer to seize the Company's assets through frivolous actions and malfeasances, when answers to the patents approval and value will be determined in a very short time.


Lastly, the negligent actions of Rubenstein and Proskauer resulted in and were the proximate cause of loss to the Company; today, the Company's processes are believed to be on digital camera's, DVD's and virtually all Internet and Broadcast streams of video; true copies of exhibits and witnesses are available on request and/or I will, on behalf of the Company, present them according to proof at commencement of investigation into this General Complaint.


Due to the highly sensitive nature of the patent and copyright materials, exhibits and witnesses will be provided once formal protections have been established in regard to this complaint.



Very truly yours,

IVIEWIT HOLDINGS, INC.

By:  : Electronic Signature
Eliot I Bernstein
561.364.4240
President

 Electronic Signature for P. Stephen Lamont by Eliot I. Bernstein his attorney -in-fact

P. Stephen Lamont
Chief Executive Officer



Exhibit "A"



PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Christopher C. Wheeler
Member of the Firm

Direct Dial 561.995.4702

September 8, 1999

Mr. Brian G. Utley
iviewit LLC
c/o Goldstein Lewin
1900 Corporate Boulevard, Suite 300-E
Boca Raton, FL 33431

Re: Engagement Agreement for iviewit LLC

Dear Brian:

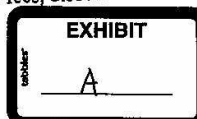
Thank you for the opportunity to represent iviewit LLC in connection with general corporate advice (the "Work") and such other matters as we may undertake on your behalf from time to time. As is our Firm's custom, we are writing to confirm our agreement regarding such representation.

Our fees for services performed will be billed at our regular hourly rates. Currently, these rates range from \$135.00 to \$385.00 per hour for all legal services performed by the Firm's attorneys in our Boca Raton office. The hourly rate charged by any particular attorney within the range mentioned depends on such factors as that lawyer's experience, familiarity with the subject matter being worked upon, and such other factors as have been determined by the Firm in establishing the normal hourly rates for its attorneys. Time spent by any legal assistant is currently charged at \$90.00 per hour.

In addition to the fees described above, you agree to reimburse and pay us for all disbursements made by us, and our customary charges for in-house services in connection with the legal services performed under this agreement, including document reproduction and facsimile charges, computerized legal research, overtime (if required), travel expenses, court filing fees, postage, messenger and overnight courier fees, long-distance telephone charges, document preparation charges, word processing, taxes and miscellaneous expenses.

We anticipate billing you on a monthly basis, with payment of all monies due within 30 days of receipt. We will send you periodic statements setting forth the amount of the fees, disbursements and charges to which we are entitled and the basis for their calculation. Although, as noted above, we will ordinarily bill you monthly for fees, disbursements and charges of the preceding

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month, we may occasionally defer billing for a given month (or months) if the accrued fees and costs do not warrant current billing or if other circumstances would make it more convenient to defer billing.

We are waiving a retainer at this time, but we reserve the right to ask for one at any time.

You have the right to discharge us as your counsel in connection with the Work at any time, but such discharge shall not affect our right to be paid all our previously incurred but unpaid fees, and all our previously incurred but unpaid charges and disbursements, in accordance with this letter agreement.

We may from time to time, either at your request or at our own initiative, provide you with an estimate of fees or costs that we reasonably anticipate will be incurred in connection with the Work. It is understood that such estimates, which are predicated on a variety of assumptions, are subject to unforeseen circumstances and are by their nature inexact.

If you agree that the foregoing meets with your approval, please sign and return to me the enclosed copy of this letter as soon as possible.

We very much appreciate the opportunity to represent you in this matter.

Best regards.

Cordially,

Christopher C. Wheeler

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