UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

INSLAW, INC., Petitioner	)	
v.	)	
DICK THORNBURGH, in his official capacity as Attorney General of the United States,	)	No. 89-____
and	)	
UNITED STATES DEPARTMENT OF JUSTICE,	)	CL|IN|AF-01
Respondents	)	

AFFIDAVIT OF WILLIAM A. HAMILTON

WILLIAM A. HAMILTON, being duly sworn, deposes and says:

1. I am President and Chairman of the Board of Directors of INSLAW, Inc. ("INSLAW"). I have held these positions since the inception of INSLAW's business operations in January of 1981. In my capacity as President and Chairman of the Board, I am responsible for overseeing, coordinating and directing INSLAW's bankruptcy proceedings, litigation strategy, and investigative efforts regarding INSLAW's dispute with the United States Department of Justice ("DOJ"). As the individual responsible for the above described efforts, I have knowledge of the detailed facts set forth below.

A. The Bankruptcy Court's Findings of Fact

2. The U.S. Bankruptcy Court for the District of Columbia heard evidence in two trials during the summer of 1987 concerning INSLAW's allegations that DOJ officials engaged in unlawful interference with INSLAW's efforts to reorganize under Chapter 11 of the U.S. Bankruptcy Code and unlawfully exercised control over INSLAW's proprietary software. The two trials together consumed more than three weeks of hearings. On January 25, 1988, the Court rendered its judgment in favor of INSLAW and announced Findings of Fact and Conclusions of Law. Among the Court's principal findings were that:

a. DOJ officials "took, converted, stole" 44 copies of INSLAW's proprietary PROMIS case management software "through trickery, fraud and deceit." In March 1982, INSLAW had entered into a three-year, $10 million contract with DOJ to introduce the earlier public domain version of the PROMIS software into the U.S. Attorneys' offices. Claiming that INSLAW had no title to a subsequent version of PROMIS that INSLAW had significantly improved through the incorporation of privately-financed enhancements, DOJ officials attempted to coerce INSLAW into turning the proprietary version of PROMIS over to DOJ, without any recognition of INSLAW's property rights, by threatening to suspend timely payments of INSLAW's invoices under the contract which then accounted for a large portion of INSLAW's corporate revenues. When this attempt at coercion failed, DOJ officials modified INSLAW's contract to provide for delivery of the proprietary version of PROMIS based on a fraudulent DOJ promise to

negotiate the payment to INSLAW of license fees if DOJ decided to use the proprietary version in the U.S. Attorneys' offices. DOJ's internal procurement counsel, William Snider, had insisted that DOJ modify the contract before taking delivery of the proprietary version of INSLAW's software.

b. Having driven INSLAW into Chapter 11, DOJ officials then immediately "sought unlawfully and without justification" to force INSLAW from there into Chapter 7, i.e., liquidation. In a sworn deposition taken in March 1987, Cornelius Blackshear, then a U.S. Bankruptcy Court Judge in the Southern District of New York, testified that in 1985, when he was U.S. Trustee in that district, Thomas Stanton, Director of DOJ's Executive Office for U.S. Trustees, used political pressure in an attempt to get Harry Jones, Blackshear's First Assistant, detailed to Washington to help force the liquidation of INSLAW. Although Blackshear recanted this testimony the following day in a sworn affidavit, the Court found that the original testimony was true.[1]

c. The PROMIS Project Manager was C. Madison Brewer, a former INSLAW employee. INSLAW's President, William Hamilton, had terminated Brewer's employment for cause several years

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[1]Information corroborating the Court's finding is contained in subparagraph 3(j) below.

prior to his recruitment by DOJ; because of that, Brewer was motivated by an intense desire for revenge against INSLAW. Brewer's vindictiveness rubbed off on other DOJ officials, including particularly Peter Videnieks, the PROMIS Contracting Officer, and influenced their unlawful actions against INSLAW.

d. DOJ officials acted on a decision "consciously made at the highest level," to ignore the evidence of vindictiveness toward INSLAW on the part of DOJ officials, especially Brewer and Videnieks. Their harassment of INSLAW was permitted to continue unchecked because D. Lowell Jensen, who between 1981 and 1986 served successively as Assistant Attorney General in charge of the Criminal Division, Associate Attorney General, and Deputy Attorney General, was biased against INSLAW. As District Attorney of Alameda County in California in the 1970s, Jensen developed case management software which competed unsuccessfully against PROMIS in California. By the time Jensen came to DOJ in early 1981, he believed that DOJ had been wrong to promote the use of PROMIS by district attorneys' offices instead of his own case management software.

B. INSLAW's February 1988 Submission to the Public Integrity Section

3. After the Bankruptcy Court trials ended, my wife, Nancy Hamilton, and I looked back over everything that had happened since

DOJ awarded INSLAW the PROMIS contract. We concluded that the vengefulness of Brewer and the hostility of Jensen could explain the desire to harm and even to destroy INSLAW, but that it did not explain a series of attempts to acquire control over INSLAW's case management software so tenacious that they could be accounted for only on the basis of someone expecting to be in a position to make a lot of money from PROMIS. Once having perceived this, we were able to develop a coherent explanation of what had happened to INSLAW. We first sought, but did not obtain, an opportunity to present this explanation directly to the appropriate authorities in DOJ. We then submitted a written statement to the Public Integrity Section of the Criminal Division in February, 1988. The statement wove together the facts found by the Bankruptcy Court with other information, including that concerning the attempts to gain control over PROMIS. In the opinion of our counsel, the aggregate information thus combined was more than sufficiently specific and credible to warrant the appointment of an independent counsel. My wife and I sought through litigation counsel to meet with the Public Integrity Section prosecutor to convince her of this, but were denied an opportunity for such a meeting. The following is a condensation of the information which supplemented the Court's findings:

a. Edwin Meese and Jensen served together in the Alameda County District Attorney's office before Meese became Chief of Staff to Governor Ronald Reagan. By 1980, both the Senate Judiciary Committee and the Office of Management and Budget had recommended that DOJ establish "compatible, comprehensive case management systems among its litigating components." Through these sources as well as through Jensen, Meese would have become aware of this requirement. That he was also aware of PROMIS' capability was confirmed by a

luncheon speech on April 21, 1981 in Washington, D.C. to INSLAW's PROMIS users from throughout the U.S. in which Meese stated that he became familiar with INSLAW's work with PROMIS during the preceding several years while he was at the University of San Diego.

b. Dr. Earl Brian served as Secretary of Health with Meese in the Cabinet of Governor Reagan. By January 1981, when Meese became Counsellor to President Reagan, Brian was the controlling shareholder in Biotech Capital Corporation. The same month, Mrs. Meese bought stock in Biotech's first public offering. The money to pay for the stock was loaned to her by Edwin Thomas, another old California friend. At about that same time, Brian lent Thomas, who had just come to Washington as an aide to Mr. Meese, $100,000 for the purchase of a house. Mrs. Meese later bought stock in American Cytogenetics, another Brian company. During the first two years of the Reagan administration, Brian served as the Chairman of a Health Care Cost Reduction Task Force which reported to Meese.

c. Meese was nominated as U.S. Attorney General in January 1984. Soon after that, Jacob Stein became the Independent Counsel charged with investigating, inter alia, Meese's failure to disclose both Mrs. Meese's purchase of the Biotech stock and her receipt of the loan which financed it. Failing to find any connection between these transactions and Meese's official duties, Stein closed this

aspect of his investigation. Stein was unaware of the facts set forth in the following subparagraphs.

d. Brian was in a position to exploit his friendship with Meese. Brian controlled Biotech, and Biotech controlled Hadron, Inc. Hadron was in the business of integrating federal government computer-based information management systems. In May 1983, when the contract disputes began, the PROMIS system was already in use in the larger U.S. Attorneys' offices. It was then -- and is now -- the best available case management software. Brian could acquire PROMIS at little or no cost either by having DOJ procure a determination that the government, and not INSLAW, had title to the software; by having DOJ push INSLAW into liquidation, making the software available at a fire-sale price; or by arranging a friendly or hostile takeover of INSLAW. One after another, all three approaches were in fact pursued. The first two are described in the Bankruptcy Court's findings. The attempts at the third are detailed in subparagraphs f and i of this paragraph and subparagraphs d-f, and l-p of subparagraph 4. Brian's chance to use PROMIS would come whenever Meese and Jensen were able to launch the DOJ-wide Office Automation and Case Management Project for which, as noted above, the need had long been recognized.

e. In June 1983, a DOJ "whistleblower," whose identity INSLAW has not yet been able to

discover, warned the staff of Senator Max Baucus that, as soon as Meese became Attorney General, unidentified friends of Meese would be awarded a "massive sweetheart contract" to install the PROMIS software in every litigation office of DOJ.

f. On April 20, 1983, about two weeks after the contract modification referred to in paragraph 2(a) and less than a month before the first of the sham contract disputes, I received a phone call from Dominick Laiti, Chairman of Hadron, Inc. Laiti told me that Hadron needed the PROMIS software for federal government contracts that it expected to receive as a result of its political contacts at the highest level of the Reagan Administration. Laiti said that Hadron intended to become the leading vendor in the United States of software for law enforcement and courts and that this was why it had recently purchased SIMCON, Inc. (police software) and ACCUMENICS, Inc. (litigation support software) and why it was seeking to purchase INSLAW (court and prosecution software). Laiti identified Edwin Meese as Hadron's political contact at the highest level of the Reagan Administration, when I asked Laiti to whom he was referring. Laiti also told me that Mrs. Meese owned stock in his company. When I declined to meet with Laiti to discuss his proposition, Laiti said: "We have ways of making you sell."

g. In May 1983, DOJ officials initiated a series of major contract disputes with INSLAW. These

were sham disputes concocted as pretexts for withholding an increasingly larger amount of money each month of the contract. By February, 1985, DOJ had withheld nearly $2 million owed to INSLAW for services rendered under the contract, thus forcing INSLAW to seek Chapter 11 protection.

h. As soon as Meese became Attorney General, he and Jensen set in motion steps toward carrying out the DOJ-wide office automation and case management project. A request for proposals for this procurement, known as the Uniform Office Automation and Case Management Project and code-named "Project Eagle," was announced on May 25, 1986. Initial cost estimates were in the vicinity of $212 million; however, the options to expand the contract to encompass DOJ's quasi-autonomous bureaus could multiply this cost estimate by a factor of three or four. Although most of the capacity of the Project Eagle computers would be wasted without case management software, the request for proposals did not provide for the acquisition or development of any such software. DOJ acknowledged that it did not possess this software but nevertheless stated that it did not wish to have the winning bidder develop it. DOJ denied at first that certain provisions of the procurement, mandated through an Amendment to the Request for Proposals, dated May 25, 1986, implied an undisclosed plan to use PROMIS on Project Eagle computers but later admitted that the very purpose of those provisions was to make such use possible.

i. After the 1985 attempt to push INSLAW into liquidation failed, Systems and Computer Technology, Inc. (SCT), a Pennsylvania-based computer services company, launched a hostile takeover bid for INSLAW. My rejection of the SCT bid was supported by INSLAW's creditors.

j. In March 1987, Judge Blackshear told Judge Jane S. Solomon of the Civil Court of the City of New York that the pressure to force the liquidation of INSLAW referred to in paragraph 2(b) was part of a "conspiracy to get the INSLAW software." In the same period, Judge Blackshear made several statements consistent with his original testimony during the course of telephone conversations with Charles Docter, Brian O'Neill, and Michael Lightfoot, INSLAW's counsel. In the summer of 1988, Judge Blackshear told Anthony J. Pasciuto, the former Deputy Director of the Justice Department's Executive Office for U.S. Trustees, that he had recanted his sworn testimony about the DOJ conspiracy to liquidate INSLAW so that fewer people would be hurt.

C. Additional Evidence Assembled by INSLAW

4. Despite the credibility and specificity of the foregoing information, John Keeney, Acting Assistant Attorney General for the Criminal Division, informed INSLAW in a letter dated May 4, 1988 that the Division had completed its review of the Hamiltons' allegations and concluded that the appointment of an independent counsel was not warranted. The letter also stated that the Public Integrity Section would investigate certain of the allegations.

INSLAW has meanwhile conducted its own effort to corroborate them. Although this effort has been handicapped by the fact that we have been denied access to subpoena power and discovery proceedings pending the government's appeal from the Bankruptcy Court judgment, we have nevertheless been able to obtain the significant information which follows:

a. Donald Santarelli, a former Administrator of the Law Enforcement Assistance Administration and an attorney for INSLAW, met with Meese at the White House on May 4 or 5, 1981. Immediately following the meeting, Santarelli telephoned me to say that Meese had told him that Jensen, then heading the Criminal Division, had been chosen to spearhead a project to install the PROMIS software in all 94 U.S. Attorneys' offices, each of the DOJ legal divisions, and in quasi-autonomous DOJ bureaus such as the Bureau of Prisons, the Immigration and Naturalization Service, and the U.S. Marshal's Service.

b. An informant who does not wish to be named until assured of protection against reprisal told INSLAW with regard to the sham contract disputes that in 1984, Marilyn Jacobs, Jensen's secretary at DOJ, stated to the informant that "Jensen was the main person behind the INSLAW problem" and that "his style was to operate using his subordinates."

c. Frank Mallgrave, former Assistant Director of DOJ's Executive Office for U.S. Attorneys (EOUSA), told INSLAW that in May or June 1981, when Lawrence McWhorter was Deputy Director of

EOUSA, McWhorter confided to Mallgrave that INSLAW was likely to win the competition for the PROMIS procurement and that "we are going to get INSLAW." Soon thereafter DOJ ousted the two key officials in charge of DOJ's PROMIS program and replaced them with persons recruited from outside DOJ. Betty Thomas, the PROMIS DOJ Contracting Officer, was removed by threatening to charge her with "nonfeasance" unless she voluntarily stepped aside; she was replaced by Videnieks. Patricia Goodrich, the PROMIS Project Manager, was pushed aside to make room for Brewer.

d. John Schoolmeister, a former Customs Services Program Officer, told INSLAW that Videnieks, at the time he was hired as the PROMIS Contracting Officer, was the Contracting Officer for two contracts between the U.S. Customs Service and Hadron, Inc., and that Videnieks came to know the Hadron management during the course of that assignment.

e. Paul Wormeli, former Vice President of Simcon, Inc., a Hadron subsidiary, and Marilyn Titus, former secretary at both Simcon and Hadron, gave INSLAW information about the sequel to the approach by Dominick Laiti referred to in subparagraph 3(f) above. Both Wormeli and Titus said that Laiti, Wormeli, and Brian met in New York in September 1983 to raise capital for Hadron. Wormeli said that their aim was to raise $7 million for Hadron's expansion into criminal justice information systems. Titus, then secretary to Wormeli, added that the

purpose of the trip was to "raise capital to buy the court [i.e., PROMIS] software." Wormeli also stated that he and Laiti met during this September 1983 visit to New York with Mark Tessleman, then Vice President of Allen and Company, a Wall Street Investment Bank, to discuss raising the capital.

f. Jonathan Ben Cnaan, an account executive with 53rd Street Ventures, a New York City venture capital firm that then had a small equity investment in INSLAW, described a meeting in September 1983 at 53rd Street Ventures with a "businessman with ties at the highest level of the Reagan Administration" who was eager to obtain the PROMIS software for use in federal government contract work. The meeting took place several months after the contract disputes with DOJ had emerged, and the businessman assured 53rd Street Ventures that INSLAW would never be able to resolve them. According to Ben Cnaan, the businessman was annoyed that I had rebuffed an attempt earlier that year to buy INSLAW in order to obtain title to the PROMIS software.

g. In December 1984, shortly before INSLAW's Chapter 11 filing, Daniel Tessler, the Chairman of 53rd Street Ventures, came to INSLAW and tried to induce my wife and me to turn over to him the voting rights of our controlling interest in INSLAW common stock. Daniel Tessler told me that neither 53rd Street Ventures nor Hambro Venture Capital would attempt to help INSLAW raise capital and avoid

possible disintegration unless we turned over the voting rights of our stock to him by the end of the business day. Daniel Tessler is a relative of Alan Tessler, the senior partner in the New York City law firm of Shea and Gould responsible for Brian's and Hadron's mergers and acquisitions work. At a national venture capital meeting in Washington, D.C. in May 1988, Patricia Cloherty, Daniel Tessler's wife and former business partner, told Richard D'Amore, an officer of Hambro International Fund, that she "knew all about" Brian's role in the INSLAW matter.

h. In approximately June 1985, Edward Hurley, then a Hadron Vice President in charge of its criminal justice systems work, told Theresa Bousquin that he did not believe that INSLAW would be able to survive a Chapter 11 and that Hadron wanted to acquire INSLAW's "court software" to complement its law enforcement software. Hurley resigned from Hadron in August 1985, the month after the U.S. Bankruptcy Court issued a Confidentiality Order sealing INSLAW's proprietary and customer information from DOJ. The Confidentiality Order thwarted DOJ's covert efforts to liquidate INSLAW. In the fall of 1985, Hadron divested itself of the law enforcement software that Hurley had earlier that year cited as a key part of Hadron's ambitions in the criminal justice field.

i. A second informant who fears reprisal told INSLAW that James L. Byrnes, a Deputy Assistant

Attorney General in the Land and Natural Resources Division with close ties to Meese, spearheaded the award by DOJ in October 1987 to a Hadron subsidiary of a $40 million computer services contract for litigation support in that Division.

j. Jacob Stein reported that Meese's telephone logs were missing for certain periods in 1983. INSLAW later discovered that these periods coincided with the effort to force INSLAW to turn over the proprietary version of PROMIS, the eruption of the contract disputes, and the Brian and Laiti meetings in New York City.

k. Henry Darrington and Timothy Walker, both former Dickstein, Shapiro and Morin employees, told INSLAW that they participated in the shredding of about 40 boxes of Meese's documents acquired by the law firm in connection with its representation of Meese in the Stein investigation.

l. Michael Simmons, former Assistant Vice President of Systems and Computer Technology (SCT), told INSLAW that the hostile takeover bid referred to in paragraph 3(i) above was discussed in advance with DOJ officials. He said that DOJ officials met in late 1985 with representatives of SCT to encourage the takeover and that the officials strongly hinted that INSLAW's contract disputes would be settled quickly once I was ousted as President of INSLAW.

m. Very close to the time that SCT discussed its hostile takeover bid with DOJ officials, it also discussed the planned takeover with "Mr. Allen" of Allen and Company, according to former SCT employees Robert Radford and Norman Keyt. In approximately September 1985, Michael Emmi, SCT President, and Michael Simmons, flew on a private aircraft to the Berkshire Mountains for a meeting with "Mr. Allen" of the Wall Street investment bank of Allen and Company to discuss the plan for SCT's takeover of INSLAW. Herbert A. Allen, Jr., President of Allen and Company, has a home in the Williamstown, Massachusetts area of the Berkshires. Radford heard Emmi boast, at about the time of the meeting, that he had contacts through which he could manipulate INSLAW's contract disputes with DOJ. According to the Securities and Exchange Commission, Allen and Company subsequently invested about $5 million to buy about 7.8% of SCT. Richard Crooks, the Allen and Company trader who bought the SCT shares, reportedly told Sue Grimm, former SCT Director of Investor Relations, that Allen and Company bought the SCT stock on behalf of a third party whose identity Crooks was not free to disclose, and that Allen and Company had, in fact, made a written acquisition offer, on behalf of the third party, to the SCT Board of Directors, but that the offer had been declined. The Allen and Company disclosures to the Securities and Exchange Commission, do not, however, reveal that the Allen and Company purchases of the SCT stock were made on behalf of any third party.

n. According to Radford, he and other SCT employees were given scripts by SCT management to use in attempting to disparage INSLAW to its existing and prospective customers in state and local governments throughout the United States during 1986. Part of the script was to cast doubt on INSLAW's title to the PROMIS case management software, and, therefore, the need to pay INSLAW license fees.

o. In early 1986, Michael Searcy, then Senior Vice President of SCT, met with me in Washington, D.C., and offered to pay me and my wife the sum of $500,000 if we would support the sale of INSLAW by its creditors to SCT. According to Norman Keyt, SCT had authorized Searcy to pay us as much as $1,000,000, but decided, instead, to proceed with a hostile takeover when I did not demonstrate any interest in the SCT offer.

p. During the approximately year-long period of the SCT effort to acquire INSLAW, Brian's mergers and acquisition counsel, Shea and Gould, continued to bill time and expenses to the INSLAW bankruptcy case. INSLAW has a copy of a Shea and Gould invoice for services rendered in the INSLAW case between October 1, 1985 and September 25, 1986. Shea and Gould was not serving as counsel of record for any INSLAW creditor during this period. According to former SCT employees Harry Stege and Norman Keyt, and former SCT consultant Thomas Evans, there was a New York City law firm that did not represent SCT, but which worked behind the

scenes to assist SCT in the hostile takeover bid for INSLAW. According to Evans, there was a Shea and Gould file in the SCT Law Systems Division in Phoenix containing documents transmitted by FAX from SCT headquarters. According to Stege, the New York City law firm introduced Emmi to one or more members of INSLAW's Unsecured Creditors Committee so that Emmi could disparage INSLAW's ability to reorganize under its current management, and also obtain confidential INSLAW data for use in formulating the SCT takeover bid.

q. Lois Battistoni, a former DOJ Criminal Division employee, told INSLAW that an employee of the Criminal Division disclosed to her in 1988 that the company chosen to take over INSLAW's business with DOJ was connected to one of the top DOJ officials through a California relationship and that Hadron fit the bill because both Brian and Meese served together in Governor Reagan's administration in California.

r. Battistoni's informant also told her that between February and May 1989 DOJ was still considering the installation of PROMIS on the Project Eagle computers. In early May 1989, a decision not to do so was made "at the highest level" of DOJ. On June 20, 1989, however, DOJ announced plans to buy expensive new computers for each of the 42 largest U.S. Attorneys' offices so that they could continue to use PROMIS in those offices. This meant that 42 computers contracted for under Project

Eagle would be wasted. DOJ was "afraid to do otherwise" because the computers on which the U.S. Attorneys' offices had been operating PROMIS were fast becoming obsolete and there was no case management software, other than PROMIS, available for installation on the new Project Eagle computers.

s. Battistoni also learned from another employee of the Criminal Division in July 1989 that DOJ intended "to bury INSLAW," meaning cover up what it had done to INSLAW.

5. In late April 1988, Ronald LeGrand, then Chief Investigator of the Senate Judiciary Committee, telephoned me to request a full briefing on the disputes between INSLAW and DOJ. My wife and I subsequently briefed LeGrand at INSLAW on the morning of May 11. LeGrand telephoned me two days later with information that he said a trusted source had asked him to convey. LeGrand described the source as a senior career official in DOJ "with a title" whom LeGrand had known for 15 years and whose veracity LeGrand could attest to without reservation. Shortly after DOJ's public announcement on May 6, 1988 that DOJ would not seek the appointment of an independent counsel in the INSLAW matter and that it had cleared Meese of any wrongdoing, the source told LeGrand that "the INSLAW case is a lot dirtier for the Department of Justice than Watergate was, both in its breadth and in its depth." The source also said that the "Justice Department has been compromised on the INSLAW case at every level." On several occasions since then, LeGrand has confirmed what he told me, and on October 11, 1988, Elliot Richardson, counsel to INSLAW, sent Robin Ross, an assistant to Attorney General Dick Thornburgh, a memorandum summarizing the statements attributed by LeGrand to his source. In addition, the source made the following statements:

a. Jensen engineered INSLAW's problems right from the start and relied for this purpose principally upon three senior DOJ officials: Miles Matthews, Executive Officer of the Criminal Division; James Knapp, a non-career Deputy Assistant Attorney General in the Criminal Division; and James Johnston, Director of Contract Administration in the Justice Management Division. Miles Matthews stated in the presence of LeGrand's source that "Lowell [Jensen] wants to get INSLAW out of the way and give the business to friends."

b. The source told LeGrand that John Keeney and Mark Richards, each a career Deputy Assistant Attorney General in the Criminal Division, and Philip White, the recently retired Director of International Affairs for the Criminal Division, knew "all about" the Jensen malfeasance in the INSLAW matter. Although Richards and White were "pretty upset" about it, the source did not believe that either of them would disclose what they knew except in response to a subpoena and under oath. The source added that he did not think either Richards or White would commit perjury.

c. The source believes that documents relating to Project Eagle were shredded inside DOJ, but that INSLAW should nevertheless subpoena DOJ paperwork prepared by a Jensen subordinate relating to the purchase of large quantities of computer hardware for which the senior DOJ career staff could see no justification.

D. INSLAW's Allegations Were Not Seriously Investigated

6. The information summarized above is self-evidently material to INSLAW's allegations. It supports the inference that the effort to destroy INSLAW was motivated by the aim of acquiring PROMIS for Project Eagle. If the Public Integrity Section had done no more than match INSLAW's independent effort, it would have pursued the same leads that INSLAW pursued, identified the same individuals whom INSLAW interviewed, and obtained the same information. INSLAW has asked the individuals identified in the preceding paragraphs whether or not they have ever been asked about the INSLAW case by anyone representing the Department of Justice. Beginning on December 11, 1989, INSLAW attempted to recontact each of the approximately 30 witnesses mentioned in this Affidavit to see if any of them has ever been contacted about INSLAW by DOJ. As far as we could determine, only one has been approached. Two representatives of the Department of Justice interviewed Judge Jane Solomon. I am reliably informed, moreover, that the Department of Justice has not yet attempted to obtain the testimony of the informant whose statements to Ronald LeGrand are described in paragraph 5 above. Although my own detailed recollections of past events and conversations have frequently been corroborated by later-discovered documents or subsequent testimony, the Department of Justice has not interviewed me either about my wife's and my February 1988 written statement, or about what we have since learned.

7. Assuming that a full, thorough, and impartial investigation would have sought to obtain relevant documents, correspondence, notes, appointment calendars, and telephone logs from individuals and organizations involved with INSLAW, I and my representatives have taken steps to find out whether or not the Department of Justice has made any such effort. So far as we can determine, this has not been done. The DOJ has never sought documents from Allen and Company relative to the effort of Brian, Laiti and Wormeli to

raise capital for Hadron. Neither has DOJ sought documents from 53rd Street Ventures or its then parent organization, Alan patricoff and Associates, relating to communications about INSLAW, with a businessman having ties to the highest level of the Reagan Administration. DOJ has not sought documents from Systems and Computer Technology (SCT) relating to meetings between representatives of SCT and officials of DOJ in connection with SCT's attempt to take over INSLAW. The same is true, so far as we can find out, with respect to documents bearing on the communications during the years 1981-1988 between Earl Brian or Dominick Laiti, and Meese, Videnieks, Brewer, Jensen, Thomas Stanton, Patrick R. Gallagher, John Oakes, and Raymond Vickery, Jr.; the efforts of Hadron, Brian or Laiti, to enlist the cooperation of 53rd Street Ventures, or other INSLAW shareholders in acquiring the PROMIS software; and the identity of the person on whose behalf Allen and Company made a multi-million dollar equity investment in SCT at the time when SCT was trying to take over INSLAW.

William A Hamilton

William A. Hamilton

DISTRICT OF COLUBMIA; ss:

Subscribed and sworn to before me, a Notary Public in and for the District of Columbia this 22nd day of December 1989.

Deborah L. Branzell
Notary Public

DEBORAH L. BRANZELL, Notary Public
in and for the District of Columbia
My Commission Expires August 14, 1993

My Commission expire: _____

G. Identify all individuals, documents, and events which support the allegation that "Mr. Jensen pursued his wrongful course of action against Inslaw . . . through a specific senior official in the Justice Management Division."

Interrogatory No. 9: At a pretrial conference before the Board on January 4, 1989, counsel for Inslaw represented that certain unnamed persons had told Inslaw that the Department of Justice was destroying documents relevant to this litigation.

A. Identify each such person.

B. Identify all individuals, documents and events which support the allegation that the Department of Justice has destroyed documents relevant to this litigation.

C. Identify all documents relevant to this litigation which you allege have been destroyed by the Department of Justice.