- 1 thing.
- MR. BANKS: Will do, Your Honor.
- 3 THE COURT: Sustained.
- 4 MR. BANKS: I have nothing further.
- 5 MR. WALKER: Your Honor, if I may continue cross
- 6 for the defendants.
- 7 THE COURT: You may. No repetition.
- 8 CROSS-EXAMINATION
- 9 BY MR. WALKER:
- 10 Q. So, Mr. Tait, you stated that you were involved in
- 11 the decision-making process, as far as agreeing to extend
- 12 service to Leading Team.
- 13 A. Yes, I was.
- 14 Q. And since you stated that the -- that Adecco North
- 15 America did not have a credit verification process, what
- 16 factors came into play when your group was discussing
- whether or not to enter into this relationship?
- 18 A. Mr. Banks was quite -- put on a good show. He made a
- 19 believer of me.
- 20 Q. Can you elaborate on what you mean by "he put on a
- 21 good show"?
- 22 A. He is very good at articulating where he was going to
- 23 go, what was going to happen, and the possibility of us
- 24 all making money.
- 25 Q. So Mr. Banks outlined to you LTI's plan for

- 1 successfully selling and marketing their product in order
- 2 to do what he said?
- 3 A. Yes.
- 4 Q. And in the process of describing to you what that
- 5 plan was, can you give some details on what he said would
- 6 be done? What was part of the good show, as you call it?
- 7 A. Produced magazine articles. Threw names around;
- 8 Mayor Webb at the time. And said he had contacts within
- 9 the FBI, within state and local governments.
- 10 Q. And so the statement that he had contacts with these
- 11 people, was made. Did he infer that that somehow
- constituted a contract with the agency?
- 13 A. No.
- 14 Q. How large was that group that convened to discuss the
- 15 decision about bringing on or taking on the work for LTI?
- 16 A. Each office is its own entity. We are not
- 17 franchised, but each office runs its own show, with the
- 18 help, obviously, of their senior leadership. But at that
- 19 time, I made the call.
- 20 Q. You made the call from how many other colleagues?
- 21 A. Myself. I am in charge. I am the area do you.
- 22 Q. So you were solely responsible for that decision?
- 23 A. Yes.
- Q. And in considering the proposition that Mr. Banks was
- 25 making to you, what thought -- did you get into the risks

- inherent in a company you knew very little about?
- 2 A. Everything is risk. This was a little more risky.
- But I felt at the time, the information given, and the
- 4 ending payout, that it was worth the risk.
- 5 Q. And subsequent to engaging in the relationship with
- 6 Leading Team, and not receiving payment other than the
- 7 \$3,000, did Adecco do any investigation into the business
- 8 operations of LTI?
- 9 MR. KIRSCH: Objection, relevance.
- 10 THE COURT: What is the relevance of that?
- 11 MR. WALKER: Your Honor, I am getting to the point
- 12 where we can ask a question about if there was any
- 13 fraudulent statements discovered that were made by
- 14 Mr. Banks or anyone at LTI during the course of the
- 15 investigation.
- 16 THE COURT: I am going to give some leeway. I will
- 17 overrule the objection. You may answer.
- 18 THE WITNESS: I forgot the question.
- 19 Q. (BY MR. WALKER) After LTI was unable to pay on the
- 20 bills, other than the \$3,000 and you terminated the
- 21 relationship with LTI, did Adecco launch any type of
- 22 investigation into LTI to discover more about the company
- 23 A. It was -- obviously I spoke with my senior leadership
- 24 and let them know where I was at, as far as collections
- 25 were. And I told them my estimation was that very