



DOUMAR LAW GROUP NEWSLETTER

A Periodic Publication of Popular Client Issues and Concerns

George R.A. Doumar, PLLC

2200 Wilson Blvd Suite 800, Arlington, VA 22201

www.doumarlawgroup.com

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Depositions and Trial Testimony: It's OK to Say I Don't Know

Certainly people are used to politicians answering every question the way they want, and sometimes experienced witnesses enjoy jousting with attorneys at depositions and trials. But for the typical witness, do not be afraid to answer "I don't know" to a question if that is the truth. If an opposing attorney asks you a question, and you honestly don't know the answer for sure, a simple "I don't know" is usually the best response.

National Security Issues After 9/11; Implications for Business

A former CIA agent represented by George Doumar brought a racial discrimination claim against the Agency, but the case was dismissed based on the assertion of the "state secrets privilege" in an in camera affidavit by the then CIA Director, George Tenet. The courts appear extremely reluctant to second-guess intelligence agencies. When claimants take the offensive against the government in areas affecting national security, they are likely to be rebuffed completely, but when the government takes the offensive, defendants can at

least make some effort to defend themselves.

Security clearances or licenses have been held up or suspended in situations that raise questions involving Middle Eastern connections. Where discretion is a factor, decisionmakers do not want to risk granting favorable treatment to someone who turns out to be a security risk.

Jurisdictional Issues in Contracts

Most commerce intentionally crosses state lines. Almost all form contracts today provide that a person selling a product must be sued in their own state, or in the arbitral forum of their choosing. These contracts will usually be enforced, and counterparties often have to sign them, albeit reluctantly, unless they have some special bargaining leverage. The best approach is that if you enter into a business relationship, litigation may not be a realistic option with these kinds of clauses, so make every possible effort to negotiate clear business terms at the outset. If things go bad, you may not have a realistic option unless you want to go sue Dell in Austin or make the equivalent case elsewhere.