

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

DAVID GROCHOCINSKI, not individually)	
but solely in his capacity as the Chapter 7)	
Trustee for the bankruptcy estate of)	
CMGT, INC.,)	
)	
Plaintiff,)	
)	No. 06 C 5486
v.)	
)	Judge Virginia M. Kendall
MAYER BROWN ROWE & MAW LLP and)	
RONALD B. GIVEN,)	Magistrate Judge Morton Denlow
)	
Defendants.)	

**DEFENDANTS' APPENDIX OF EXHIBITS IN SUPPORT OF THEIR MOTION
FOR SUMMARY JUDGMENT BASED ON THEIR UNCLEAN HANDS DEFENSES**

VOLUME III

<u>Exhibit</u>	<u>Description</u>
J	Deposition Exhibits of David Grochocinski, dated January 19, 2009 (Transcript thereof is in Volume II).

Stephen Novack
Mitchell L. Marinello
Steven J. Ciszewski
Novack and Macey LLP
100 N. Riverside Plaza
Chicago, IL 60606
(312) 419-6900

EXHIBITS

In the Matter of:

GROCHOCHINSKI VS. MAYER BROWN

Deposition of

DAVID GROCHOCINSKI

Taken on

January 19, 2009

EXHIBITS: 1-42



ESQUIRE
AN ALFRED A. KNOPF COMPANY

311 WEST MONROE STREET, SUITE 1200, CHICAGO, IL 60606 312-782-8087

ORIGINAL

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

DAVID GROCHOCINSKI, not individually)
but solely in his capacity as the Chapter 7)
Trustee for the bankruptcy estate of)
CMGT, INC.,)

Plaintiff,)

v.)

MAYER BROWN ROWE & MAW LLP and)
RONALD B. GIVEN,)

Defendants.)

No. 06 C 5486

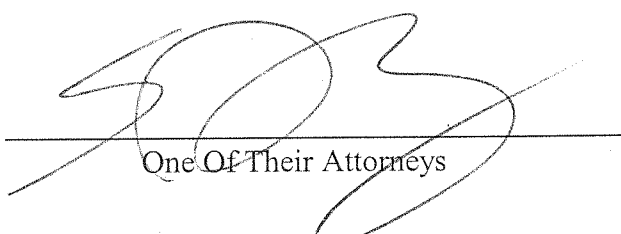
Judge Virginia M. Kendall

NOTICE OF DEPOSITION

TO: Edward T. Joyce
Arthur W. Aufmann
Robert D. Carroll
Edward T. Joyce & Assoc., P.C.
11 S. LaSalle St.
Chicago, IL 60603

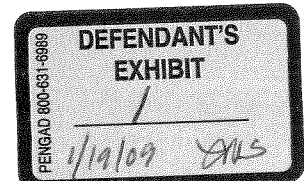
Please take notice that, by agreement of the parties, on January 19, 2009, beginning at 9:00 a.m., Defendants Mayer Brown Rowe & Maw LLP and Ronald B. Given, by and through their attorneys, will take the deposition upon oral examination of David Grochocinski, which shall be recorded by audiovisual and/or stenographic means.

MAYER BROWN ROWE & MAW LLP and
RONALD B. GIVEN



One Of Their Attorneys

Beal



Stephen Novack
Mitchell L. Marinello
Steven J. Ciszewski
Novack and Macey LLP
100 N. Riverside Plaza
Chicago, IL 60606
(312) 419-6900
#257985

CERTIFICATE OF SERVICE

Steven J. Ciszewski, an attorney, hereby certifies that he caused a true and correct copy of the foregoing Notice of Deposition to be served by United States Mail, postage pre-paid, to:

Edward T. Joyce
Arthur W. Aufmann
Robert D. Carroll
Edward T. Joyce & Assoc., P.C.
11 S. LaSalle St.
Chicago, IL 60603

on this 18th day of December, 2008.

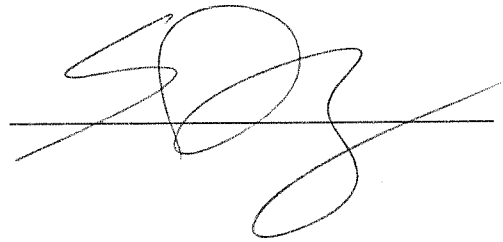
A handwritten signature in black ink, appearing to be "E. T. Joyce", is written over a horizontal line. The signature is stylized and cursive.

EXHIBIT 2

TRANSFER OF CLAIM

Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents evidencing the transfer and any statements that are required under Bankruptcy Rule 1003(a).

REQUEST FOR RELIEF

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X _____
Signature of Petitioner or Representative (State title)

Name of Petitioner Date Signed

Name & Mailing
Address of Individual _____
Signing in Representative _____
Capacity _____

X _____
Signature of Attorney Date

L. Judson Todhunter/DEFREES & FISKE LLC

Name of Attorney Firm (If any)
200 South Michigan Avenue, Suite 1100, Chicago, IL 60604

Address 312/372-4000

Telephone No. _____

X *R. Gerard Spehar, Pres. & Member*

Signature of Petitioner or Representative (State title)

R. Gerard Spehar, Pres. and Member August 20, 2004
Name of Petitioner Date Signed

Name & Mailing Spehar Capital, LLC,
Address of Individual _____
Signing in Representative 1625 Grandview Ave., Glendale, CA 91201
Capacity _____

X _____
Signature of Attorney Date

Steven A. Klenda/Steven A. Klenda LLC

Name of Attorney Firm (If any)
1600 Broadway St., Suite 2600, Denver, CO 80202

Address 303/832-1800

Telephone No. _____

X _____
Signature of Petitioner or Representative (State title)

Name of Petitioner Date Signed

Name & Mailing
Address of Individual _____
Signing in Representative _____
Capacity _____

X _____
Signature of Attorney Date

Name of Attorney Firm (If any)

Address _____

Telephone No. _____

PETITIONING CREDITORS

Name and Address of Petitioner	Nature of Claim	Amount of Claim
Spehar Capital, LLC, 1625 Grandview Ave., Glendale, CA 91201	SEE ATTACHED	SEE ATTACHED
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.	Total Amount of Petitioners' Claims SEE ATTACHED	

Name of Debtor _____

Case No. _____ (court use only)

TRANSFER OF CLAIM

Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents evidencing the transfer and any statements that are required under Bankruptcy Rule 1003(a).

REQUEST FOR RELIEF

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition.

Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

X _____
Signature of Petitioner or Representative (State title)

Name of Petitioner _____ Date Signed _____

Name & Mailing
Address of Individual _____
Signing in Representative
Capacity _____

[Signature] 8-24-04
Signature of Attorney _____ Date

L. Judson Tompunter/DEFREES & FISKE LLC

Name of Attorney Firm (If any)
200 South Michigan Avenue, Suite 1100, Chicago, IL 60604

Address 312/372-4000

Telephone No. _____

X _____
Signature of Petitioner or Representative (State title)
R. Gerard Spchar, Pres. and Member

Name of Petitioner _____ Date Signed _____

Name & Mailing
Address of Individual _____
Signing in Representative
Capacity 1625 Grandview Ave., Glendale, CA 91201

[Signature] 08/24/04
Signature of Attorney _____ Date

Steven A. Klenda/Steven A. Klenda LLC

Name of Attorney Firm (If any)
1600 Broadway St., Suite 2600, Denver, CO 80202

Address 303/832-1800

Telephone No. _____

X _____
Signature of Petitioner or Representative (State title)

Name of Petitioner _____ Date Signed _____

Name & Mailing
Address of Individual _____
Signing in Representative
Capacity _____

X _____
Signature of Attorney _____ Date

Name of Attorney Firm (If any) _____

Address _____

Telephone No. _____

PETITIONING CREDITORS

Name and Address of Petitioner	Nature of Claim	Amount of Claim
Spchar Capital, LLC, 1625 Grandview Ave., Glendale, CA 91201	SEE ATTACHED	SEE ATTACHED
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Name and Address of Petitioner	Nature of Claim	Amount of Claim
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims SEE ATTACHED

Continuation Sheet #1

Name and Address of Petitioner:

Spehar Capital, LLC, 1625 Grandview Ave., Glendale, CA 91201

Nature of Claim:

Unsecured deficiency, in excess of jurisdictional minimum stated in 11 U.S.C. §303(b)(2), remaining from Secured Judgment

Amount of Unsecured Claim:

At least \$12,500.00, or an amount in excess of jurisdictional minimum stated in 11 U.S.C. §303(b)(2)

Total Amount of Petitioners' Unsecured Claim:

At least \$12,500.00, or an amount in excess of jurisdictional minimum stated in 11 U.S.C. §303(b)(2)

EXHIBIT 3

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. §112; Fed.R.Bankr.P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community maybe liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

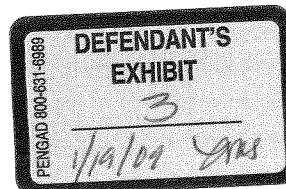
If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community				C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M
		H	W	J	C				
Account No. And Associates 551 Parliament Street Toronto Ontario M4X 1P7									2,808.75
Account No. Answer Plus Inc. 10 Canmotor Avenue Toronto ON M8Z 4E5									17.25
Account No. AOL Resources P.O. Box 4569 Atlanta, GA 30302									Unknown
Account No. 010000216423 AT&T Canada P.O. Box 333 Station M Toronto ON M6S 4W9									592.04
Subtotal (Total of this page)									3,418.04

13 continuation sheets attached



In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C R E D I T O R	Husband, Wife, Joint, or Community		C O N T R A C T	U N S E C U R E D	D I S P U T E	AMOUNT OF CLAIM
		H W	J C				
Account No. Bill Petrie Cons. Services 1 Thursfield Toronto Canada	-						0.00
Account No. Care Management, Inc. 7369 E. Krall Street Scottsdale, AZ 85280	-			contract claim			Unknown
Account No. CC-1 Partnership c/o Richard M. Ross 7369 East Krall Street Scottsdale, AZ 85250	-			open account			Unknown
Account No. Genko Technologies Corp. 141 Adelaide Street N Toronto Canada	-						0.00
Account No. Cigna Group Inc. 100 Peachtree Suite 700 Atlanta, GA 30303	-			contract			Unknown
Subtotal (Total of this page)							0.00

Sheet no. **1** of **13** sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re CMGT, Inc., a Delaware Corporation

Case No. 04B 31669

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
Account No. Cigna Integrated Care 1601 Chestnut Street Philadelphia, PA 19192	-		contract claim				Unknown
Account No. Clarence C. Schmitz 31751 Pacific Coast Highway Malibu, CA 90265	-		open account				Unknown
Account No. CMGTX001 Conference Call.Com 1445 MacArthur Drive Suite 226 Carrollton, TX 75007	-		open account				453.90
Account No. 2361370000917 Copelco Capital Ltd. P.O. Box 37 Station A Mississauga ON L5A 2Y9	-		open account				507.02
Account No. R1798904 Counterforce 7057 Northview Drive Lockport, NY 14094	-		open account				25.00
Subtotal (Total of this page)							985.92

Sheet no. 2 of 13 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E H W J C	Husband, Wife, Joint, or Community	C O N T R A C T C L A I M	U N S E C U R E D	D I S C H A R G E	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. Crawford Healthcare Mgmt 539 Riverbend Drive Kitchner Ontario Canada N2K 353	-		contract			Unknown
Account No. David Birman, MD 1025 Highway 111 S Cookeville, TN 38501	-		open account			Unknown
Account No. Defrees & Fiske, LLC Attn: L. Judson Todhunter 200 S. Michigan Avenue, Suite 1100 Chicago, IL 60604	-					0.00
Account No. Dr. & Mrs. Melvin Bottner 5746 CaBallo Road Phoenix, AZ 85253	-		open account			Unknown
Account No. Duncanson & Holt, Inc. P.O. Box 3727 Portland, ME 04104	-		contract claim			Unknown
					Subtotal (Total of this page)	0.00

Sheet no. **3** of **13** sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re CMGT, Inc., a Delaware Corporation

Case No. 04B 31669

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R	Husband, Wife, Joint, or Community		C O N T R A C T	U N L I Q U I T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. EBAY, Inc. 2145 Hamilton Avenue San Jose, CA 95125	-		contract				Unknown
Account No. Edward T. Joyce 11 S. LaSalle Street Suite 1600 Chicago, IL 60603	-						0.00
Account No. 2374-3043-3 FedEx Canada, Ltd. P.O. Box 3700 Stn Don Mills North York ON M3C 3Y1	-		open account				139.56
Account No. First Rand Great Westerford Main Road Rondebosch 7700 South Africa	-						Unknown
Account No. Grecet Western Life Assurance 105-44 St. Mary Avenue Winnipeg Manitoba CA R3C3T1	-		contract claim				Unknown
						Subtotal (Total of this page)	139.56

Sheet no. 4 of 13 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	ROTHWDC H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CON- TIN- GENT	UN- LI- QUID- DED	DIS- PUTED	AMOUNT OF CLAIM
Account No. Hartford Life Ins. Co. P.o. Box 2999 Hartford, CT 06104	-						Unknown
Account No. Howard Hughes Medical Inst. 4000 Jones Bridge Road Chevy Chase, MD 20815	-	contract					Unknown
Account No. Innovatice Care Systems, Inc. 2355 Crenshaw Blvd Suite 300 Torrance, CA 90501	-						Unknown
Account No. Jack Leatham The Common Fund 15 Old Danbury Road Wilton, CT 06897	-	open account					Unknown
Account No. John T. Leatham 15914 West Port Clinton Road Lincolnshire, IL 60069	-	open account					Unknown
Subtotal (Total of this page)							0.00

Sheet no. **5** of **13** sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re CMGT, Inc., a Delaware Corporation

Case No. 04B 31669

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B T O R	Husband, Wife, Joint, or Community		C O N T R A C T	U N L I Q U I T A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. Leonard Carroll MD P.O. Box 1350 Jamestown, TN 38556				open account			Unknown
Account No. Liberty Mutual 175 Berkely Street Boston, MA 02117							Unknown
Account No. Life Ins. Co. of North America 1601 Chestnut Street Philadelphia, PA 19192				contract claim			Unknown
Account No. 00164211 London Telecom Network 215 Orenda Road Suite 201 Brampton ON L6T 5L1				open account			157.96
Account No. Lyric Capital 3550 Galt Ocean Drive Suite 1907 Fort Lauderdale, FL 33308				open account			Unknown
Subtotal (Total of this page)							157.96

Sheet no. 6 of 13 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS, INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T R A C T C L A I M	U N S E C U R E D	D I S P U T E	AMOUNT OF CLAIM
		H W J C				
Account No. Lyric Ventures 420 McKinley Street Suite 111-618 Corona, CA 92879	-	open account				Unknown
Account No. Mac Vanderhout Insurance Brokers 780 King Street East Hamilton Ontario Canada L8M 1A6	-	contract claim				Unknown
Account No. Male Health Centers, Inc. 1235 Trafalger Road North Suite 407 Oakville Ontario Canada L6H 3P1	-	contract claim				Unknown
Account No. Margaret Bellman & Associates 26 Gardiner Drive Georgetown Ontario Canada L7N 564	-	contract				Unknown
Account No. Mayer Brown Rowe & Maw, LLP 190 S. LaSalle Street Suite 3132 Chicago, IL 60603	-	professional services				0.00
Subtotal						0.00
(Total of this page)						0.00

Sheet no. 7 of 13 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	CO-DEBITOR OR H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLQUATED	DISPUTED	AMOUNT OF CLAIM
Account No. Michael Bowers 10642 Meadow Glen Way East Escondido, CA 92026	-		open account				Unknown
Account No. NCS Pearson 1313 Lone Oak Road Saint Paul, MN 55121	-						0.00
Account No. Norvik Custom Software 2486 Dunwin Drive Mississauga, Ontario CA L5L 1J9	-		contract claim				Unknown
Account No. NRT, Inc. 16955 Via Del Campo Mission Viejo, CA 92127	-		contract				Unknown
Account No. Packard Bell Nel, Inc. 1 Packard Bell Way Sacramento, CA 95828-0903	-		contract				Unknown
Subtotal (Total of this page)							0.00

Sheet no. **8** of **13** sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B T O R	Husband, Wife, Joint, or Community		C O N T R A C T C L A I M	U N L I Q U I T E D D E B T	D I S P U T E D	AMOUNT OF CLAIM
		H W	J C				
Account No. Paul Revere Life Ins. Co. 440 Elizabeth Street Burlington, Ontario Canada L7R4C1	-			contract claim			Unknown
Account No. Provident 5420 North Service Road P.O. Box 5044 Burlington Ontario Canada L7R 4C1	-			contract			Unknown
Account No. Ric Walter	-						0.00
Account No. Robert D. Spaeth Spaeth Enterprises, Inc. 7434 East Stetson Drive, Suite 250 Scottsdale, AZ 85251	-			open account			Unknown
Account No. Shared Technologies of Canada, Inc. 1 First Canadian Place Suite 780 Toronto Canada M5X1ES	-			contract claim			Unknown
						Subtotal (Total of this page)	0.00

Sheet no. 9 of 13 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B I T O R	Husband, Wife, Joint, or Community	C O N T I N G U N S E C U R E D D E B T I O N	U N J U D I C I A L D E M E R I T	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No. Shaw Gussis Fishman Glantz et al 321 N. Clark Street Suite 800 Chicago, IL 60610	-					0.00
Account No. Spehar Capital 1625 Grandview Avenue Glendale, CA 91201	-	professional services				Unknown
Account No. Spehar Capital, LLC c/o Steven Klenda 1600 Broadway, Suite 2600 Denver, CO 80202	-					0.00
Account No. 183157 Sprint Canada, Inc. P.O. Box 2000 Stn. D C.P. 2000 Succ D SCARBOROUGH ONTARIO M1R 594	-	open account				290.40
Account No. Stephen S. Perry 207 West Road Portsmouth, VA 23707	-	open account				Unknown
Subtotal (Total of this page)						290.40

Sheet no. 10 of 13 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I T A B L E	D I S P U T E D	AMOUNT OF CLAIM
		H W J C					
Account No. Sun Life Assurance Co. 225 King Street West Toronto Ontario Canada M5V 3C5							Unknown
Account No. Swisscan P.O. Box 239 Georgetown Ontario L7G4YG							Unknown
Account No. Systems 2000 780 King Street East Hamilton Ontario L8M 1A6							Unknown
Account No. Tech Data 6895 Columbus Road Mississauga ON L5T 2G9							Unknown
Account No. Teleheath Ministry of Health Suite M1-57 MacDonald Block 900 Bay Street Toronot ON M7A 1R3 Canada							Unknown
Subtotal (Total of this page)							0.00

Sheet no. **11** of **13** sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B T O R	Husband, Wife, Joint, or Community		C O N T R I B U T I O N	U N L I Q U I T A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W	J C				
Account No. 11-8-1009 The Omnia Group P.O. Box 23205 Tampa, FL 33623							300.00
Account No. Tom Proszowski Consulting 2267 Lakeshore Blvd.							0.00
Account No. 9057965233 Touch Speed Technology Inc. 215 Orenda Road Unit 210 Brampton ON L6T 5L1							16,183.24
Account No. 28AF07421 UPS P.O. Box 505820 The Lakes, NV 88905							730.43
Account No. JUNET 20 Bay Street, #1300 Ontario Canada MSJ2NB							1,067.86
Subtotal (Total of this page)							18,281.53

Sheet no. 12 of 13 sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE F. CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B T O R	H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. Webster Barth 4569 167th Avenue SE Bellevue, WA 98006				former employee				Unknown
Account No. Wong & Knowles CPA 340 W. Butterfield Road Suite 3C Elmhurst, IL 60126				professional services				Unknown
Account No. Zilog, Inc. 532 Race Street San Jose, CA 95126								Unknown
Account No. 1068C Zolondek, Strassels, Greene & Freed 3636 N. Central Avenue Suite 401 Phoenix, AZ 85012				open account				29,964.90
Account No.								

Sheet no. **13** of **13** sheets attached to Schedule of
Creditors Holding Unsecured Nonpriority Claims

Subtotal
(Total of this page) **29,964.90**

Total
(Report on Summary of Schedules) **53,238.31**

EXHIBIT 4

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE D. CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, indicate that by stating "a minor child" and do not disclose the child's name. See 11 U.S.C. §112; Fed.R.Bankr.P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

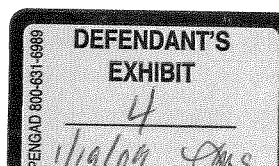
If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	Husband, Wife, Joint, or Community				CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
	CODEBTOR	H	W	J					
Account No. Catherine Garner 5838 N. Ridge Spring Drive Tucson, AZ 85749	-					X	X	X	Unknown
Value \$									0.00
Account No. Celia Wong James Wong 21 W 760 Glen Crest Drive Glen Ellyn, IL 60137	-					X	X	X	0.00
Value \$									0.00
Account No. Charles W. Trautner 13331 North 89th Way Scottsdale, AZ 85260	-					X	X	X	Unknown
Value \$									0.00
Account No. Craig L. Jackson 215 Orenda Road #201 Brampton ON L6T 5L1	-					X	X	X	Unknown
Value \$									0.00
Subtotal								0.00	
(Total of this page)									

4 continuation sheets attached



In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE D. CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B I T O R	H W J C	Husband, Wife, Joint, or Community DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.			open account					
Deborah Benedette 225 Concord Road Yonkers, NY 10710	-			X	X	X		
			Value \$ 0.00				Unknown	Unknown
Account No.			notice purposes					
Jan Levin & Bryon Hillins, Esq. Hollins & Fields, LLP 23801 Calabasas Road, Suite 100 Calabasas, CA 91302	-			X	X	X		
			Value \$ 0.00				Unknown	Unknown
Account No.			open account					
Jan Levine & Byron Hollins 24901 Eldorado Meadow Road Hidden Hills, CA 91302	-			X	X	X		
			Value \$ 0.00				Unknown	Unknown
Account No.			open account					
John Ross 3701 Mud Lick Road Roanoke, VA 24018	-			X	X	X		
			Value \$ 0.00				Unknown	Unknown
Account No.			open account					
Kevin Regan 2 S 541 Seneca Drive Wheaton, IL 60187	-			X	X	X		
			Value \$ 0.00				Unknown	Unknown

Sheet **1** of **4** continuation sheets attached to
Schedule of Creditors Holding Secured Claims

Subtotal
(Total of this page)

0.00

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE D. CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E F O R H W J C	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN					
Account No.							
Kim & Robert Quarles Willis of Massachusetts, Inc. Three Copley Place, Suite 300 Boston, MA 02116	-		X	X	X		
Value \$		0.00				Unknown	Unknown
Account No.							
Lee M. Rask 8800 SE Sunnyside Road Suite 101N Clackamas, OR 97015	-		X	X	X		
Value \$		0.00				0.00	0.00
Account No.							
Linda Holman Ron Holman, PHD, c/o The Holman Grp 21050 Vanowen Street Canoga Park, CA 91303	-		X	X	X		
Value \$		0.00				0.00	0.00
Account No.							
Louis Franco 2 S 647 White Birch Lane Wheaton, IL 60187	-		X	X	X		
Value \$		0.00				0.00	0.00
Account No.							
Louis Franco 4 Danada Square #385 Wheaton, IL 60187	-		X	X	X		
Value \$		0.00				0.00	0.00
Subtotal (Total of this page)						0.00	

Sheet **2** of **4** continuation sheets attached to
Schedule of Creditors Holding Secured Claims

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE D. CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B I T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		H W	J C					
Account No.								
Meivin Spaeth Arnold & Porter 555 12th Street Northwest, Ste 1204 Washington, DC 20004	-			X	X	X		
Value \$							Unknown	Unknown
Account No.								
R. Leonard Carrol, MD 114 Duncan Street P.O. Box 1350 Jamestown, TN 38556	-			X	X	X		
Value \$							0.00	0.00
Account No.								
R. Leonard Carroll, MD P.O. Box 1350 Jamestown, TN 38556	-			X	X	X		
Value \$							0.00	0.00
Account No.								
Reed-Egly, Inc. 2100 Boca Chia Blvd #109 Brownsville, TX 78521	-			X	X	X		
Value \$							Unknown	Unknown
Account No.								
Richard Ross 7369 E. Krall Scottsdale, AZ 85250	-			X	X	X		
Value \$							Unknown	Unknown
Subtotal							0.00	
(Total of this page)								

Sheet **3** of **4** continuation sheets attached to
Schedule of Creditors Holding Secured Claims

In re **CMGT, Inc., a Delaware Corporation**

Case No. **04B 31669**

Debtor

SCHEDULE D. CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O N T R I B U T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		H W J C					
Account No.		contract					
Robert C. Crandall 215 Orenda Road #201 Brampton ON L6T 5L1	-		X	X	X		
Value \$		0.00				Unknown	Unknown
Account No.							
Ron Holman PhD c/o The Holman Group 21050 Vanowen Street Canoga Park, CA 91303	-		X	X	X		
Value \$		0.00				Unknown	Unknown
Account No.		open account					
Wayne Baliga, CPA 1405 Sequoia Road Naperville, IL 60540	-		X	X	X		
Value \$		0.00				Unknown	Unknown
Account No.							
William J. Donwen 5715 Preston Fairways Drive Dallas, TX 75252	-		X	X	X		
Value \$		0.00				0.00	0.00
Account No.		open account					
William Walker 323 Queen Anne North #501 Seattle, WA 98109	-		X	X	X		
Value \$		0.00				Unknown	Unknown

Sheet **4** of **4** continuation sheets attached to
Schedule of Creditors Holding Secured Claims

Subtotal
(Total of this page)

0.00

Total

0.00

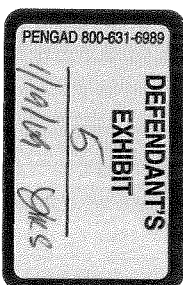
(Report on Summary of Schedules)

EXHIBIT 5

CMGT, Inc. - Investor Shareholder List as of 6/30/2003
 Confidential Information
 07/02/03

Name	Date of Investment	Amount	Total	Notes Payable	Preferred	Preferred Shares	Common	Common Shares
Lyric Capital	02/22/02	20,000	20,000	20,000				
Lee M. Rask	10/31/02	50,000	50,000		50,000	91,743.12		
Baliga, Wayne J., CPA, Esq.	03/13/01	100,000	190,000		100,000	91,743		
	05/28/01	20,000			20,000	18,349		
	04/04/02	20,000			20,000	18,349		
	05/21/02	10,000			10,000	9,174		
	07/26/02	10,000			10,000	18,348.62		
	09/10/02	10,000			10,000	18,348.62		
	02/20/03	20,000			20,000	36,697.25		
		190,000						
Carroll, R. Leonard, MD	02/18/00	35,000	56,000		35,000	32,110		
	03/08/00	15,000			15,000	13,761		
	12/19/00	5,000			5,000	4,587		
	08/19/02	1,000			1,000	1,834.86		
		56,000						
CC-1 Partnership	B.F. from '99	16,000	152,300		16,000	219,000		
	03/31/00	80,300			80,300			
	04/17/00	15,000			15,000			
	05/11/00	18,000			18,000			
	06/06/00	16,000			16,000			
	06/19/00	9,000			9,000			
	06/30/00	(2,000)			(2,000)			
		152,300						
Donwen, William	08/30/00	15,000	15,000		15,000	13,761		
Hollins/Levine, Jan & Byron, Esq.	03/10/00	100,667	120,667		100,667	92,355		
	11/06/00	20,000			20,000	18,349		
		120,667						
Hohman, Linda & Ron, PhD	05/12/00	100,000	200,000	100,000	100,000	91,745		
	08/01/00	100,000						
		200,000						
Quarles, Rob & Kim, Esq.	01/03/01	25,000	25,000		25,000	22,936		
Reed Egly Partnership	01/31/00	30,000	55,000		30,000	27,523		
	08/30/00	25,000			25,000	22,936		
		55,000						
Regan, Kevin W, MD	03/15/01	25,000	25,000		25,000	22,936		
Ross, John S.	02/17/00	50,000	50,000		50,000	45,872		

PL 04741



CMGT, Inc. - Investor Shareholder List as of 6/30/2003
 Confidential Information
 07/02/03

Name	Date of Investment	Amount	Total	Notes Payable	Preferred	Preferred Shares	Common	Common Shares
Richard (Dick) Ross	07/11/00	23,000	101,631				23,000	100,000
	08/10/00	15,000		15,000				
	09/14/00	15,000		15,000				
	06/30/00	2,000		2,000				
	09/22/00	3,000		3,000				
	09/29/00	1,200		1,200				
Spaeth, Melvin, Esq.	10/10/00	2,500	69,200		7,500	13,761	2,500	
	04/27/03	7,500						
Trautner, Charles W.	06/05/00	10,002	158,000		10,002	9,176		
	12/29/00	6,000		6,000	5,505			
	06/14/01	50,000		50,000	45,872			
	07/27/00	50,000		50,000	45,872			
	08/31/00	50,000		50,000	45,872			
Wang, James & Celia, CPA, CFE	09/23/02	2,000	158,000		2,000	3,669.72		
	07/26/02	158,000						
Melvin Bottner	05/10/01	15,000	20,000		15,000	13,761		
	07/26/02	5,000		5,000	9,174.31			
RRCG	02/29/00	25	5,750				25	
	05/01/00	5,750		5,750				
	10/30/00	17,229		17,229				
Community Plan Resort	10/25/00	9,427	22,979				9,427	
	3/31/02 (09/29/00)	9,427						
Catherine Garner	3/31/02 (09/29/00)	50	50				50	
Total Capital Investment - All Shareholders				1,248,652	120,000	1,034,471	1,125,120	94,181
Common Stock			(94,181)					150,000
Notes Payable			(120,000)					
Accrued Interest converted into Preferred			126,957	126,957		116,474		
Preferred Stock Balance			1,161,428	1,161,428	1,241,594			

1. All debt converted to equity (219,000 preferred Series A shares) per agreement
 2. \$100,002 investment and \$100,000 note payable
 3. 100,000 common shares and 100,000 common stock warrants awarded per agreement

EXHIBIT 6

1600 BROADWAY, SUITE 2600
DENVER, CO 80202

STEVEN A. KLEND, LLC

(303) 514-3179
FAX: (303) 832-0799

February 24, 2005

VIA FACSIMILE AND EMAIL

David Grochocinski, Esq.
Grochocinski, Grochocinski & Lloyd, Ltd.
1900 Ravinia Place
Orland Park, IL 60462

Re: Spehar Capital, LLC's Funding of CMGT's Bankruptcy Estate

PL 01822

Dear David:

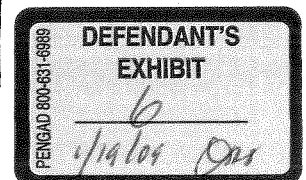
One — if not the — primary objective of Spehar Capital, LLC ("Spehar") in any carve-out/sharing agreement with CMGT's bankruptcy estate is to ensure that the estate's interests are aligned as closely as possible with Spehar's own interests. The alignment of these interests is why Spehar is prepared to give unsecured creditors a part of its potential recovery.

The carve-out structure that your February 21, 2005, letter proposes creates the potential for conflict between the interests of Spehar and the estate, instead of aligning them. Under the estate's proposal, unsecured creditors would be paid in full at a settlement of approximately \$12 million, while Spehar would recover a bit more than 40% of its judgment. The estate would have no incentive to pursue a settlement beyond \$12 million, because unsecured creditors are paid in full at that level. The estate's 10% share after \$5 million leaves the estate with only a slight incentive to pursue a settlement above this amount. At a settlement of \$5 million, unsecured creditors recover 55% of their claims, which is not a shabby result for a Chapter 7.

Spehar thought that its carve-out proposal was fair, given the hard and significant soft costs that it has incurred so far. Obtaining its judgment, positioning CMGT to be able to recover against Mayer Brown by putting it into Chapter 7, and lining-up Mr. Spellmire's services were not small feats. The standard of fairness against which Spehar gauged its initial proposal considered both this, what unsecured creditors would otherwise recover (nothing), the results that they might receive in a typical Chapter 7 (nothing or marginally more than nothing), and how their recovery compared to Spehar's on a percentage basis (just 6-17% less for settlements of \$5-15 million). Against these metrics, sharing proceeds with unsecured creditors that enabled them to recover up to 44% of their claims seemed generous.

Despite this, Spehar has taken to heart your comment that the amount that it proposed to share with creditors was "too meager." Spehar proposes that Spehar and the estate share any settlement on the following basis, which is illustrated both below and in the enclosed spreadsheet:

Settlement Range (Lump Sum Settlement)	Estate % Net Recovery	Estate Net Recovery	% Unsecured Claims Recovered
0-1,999,999	4%	\$55,060	5%
2,000,000-4,999,999	5%	\$160,060	15%
5,000,000-7,999,999	6%	\$286,060	27%
8,000,000-10,999,999	8%	\$454,060	42%



David Grochocinski, Esq.
 February 23, 2005
 Page 2 of 2

Settlement Range (Lump Sum Settlement)	Estate % Net Recovery	Estate Net Recovery	% Unsecured Claims Recovered
11,000,000-12,999,999	10%	\$594,060	55%
13,000,000-14,999,999	15%	\$804,060	75%
15,000,000-15,999,999	20%	\$944,060	88%
16,000,000-17,000,000	25%	\$1,119,060	104%
17,000,001-		\$1,119,060	104%

Spehar will be entitled to all settlement proceeds above 17 million. The percentages above reflect the estate's share of the Net Recovery, i.e. gross settlement less Mr. Spellmire's fee, litigation costs and \$20,000 in estate costs proposed to be advanced by Spehar.

This structure allows unsecured creditors to recover in full while ensuring that the interests of the estate and Spehar Capital remain aligned. The percentage of claims that Spehar and unsecured creditors recover is roughly equal through a settlement of \$11 million, after which, the percentage of their claims that unsecured creditors recover vastly outstrips the percentage of Spehar's claim that it recovers. Spehar's carve-out proposal in the event of a trial follows the same structure, but allows for a slightly less generous recovery, given the additional 10% fee to which Mr. Spellmire is entitled once trial commences. To put these numbers in perspective, the estate has the potential to recover more than twice as much under this proposal as under Spehar's initial carve-out proposal.

Spehar does not necessarily oppose an up-front contribution of \$5,000 to the estate or the overall level of funding that you have proposed, but it is unable to evaluate these figures (especially the \$20,000 cap) without some idea of the estate's expenses and what Spehar will be paying for. Spehar will be able to evaluate and respond quickly to this proposal, once we receive an estimated budget that gives Spehar some idea of what you estimate the estate's expenses to be so that Spehar will have some idea of what it will be paying for. Please break-out any expenses related to UCC-lien litigation from regular estate expenses. We still, of course, need to discuss the estate's approach to the UCC-litigation. Spehar's proposal assumes that the UCC liens will be voided.

PL 01823

EXHIBIT 7

D Grochocinski

From: "D Grochocinski" <dgrochocinski@ggl-law.com>
To: <steve@tisdalelaw.com>
Cc: <ljt@defrees.com>
Sent: Friday, February 25, 2005 11:15 AM
Subject: Re: CMGT

We obviously have different views as to this matter. You have only been in the mix for a short time. Most of the matters and my letters and other correspondence have gone to other attorneys or to your client and Mr. Spellmire.

I do not consider your recent response to be a "big step" in reaching an agreement. I think my proposal was simple and straightforward. If you have questions as to how the funding would work please discuss it with your bankruptcy counsel. Maybe you are operating under a misapprehension.

I am out of the office for the balance of the day. In the interim you had better take whatever steps you need to make sure the cause of action is protected if it exists at all.

DEG

----- Original Message -----

From: Steven A. Klenda
To: 'D Grochocinski'
Cc: 'Gerry Spehar' ; ljt@defrees.com
Sent: Friday, February 25, 2005 10:23 AM
Subject: RE: CMGT

David,

I just got in and haven't had time to digest the substance of your email, but I'm really puzzled by its tone. This is the first proposal that we've responded to from you, so I'm not sure what requirements that we added. We tried — as you had requested — to sweeten the pot so that unsecureds got paid in full — which is your goal, and make sure that our interests stayed aligned, which is our goal. We proposed was a way for unsecured creditors to fully recover their interests. And we requested a rough budget, which we did before, which is also not unreasonable. We're not asking for a line item. If you'd rather hold off on a carve-out agreement until and unless Spellmire conducts his investigation and a decision is made to proceed, then that's something that we can discuss.

Spehar is trying to reach an agreement. His proposal was intended to take a big step toward doing that. I don't think that it will take that long to reach an agreement, if we can understand your position. Given your response, we apparently don't. Can we talk about this to clear this up?

-Steve

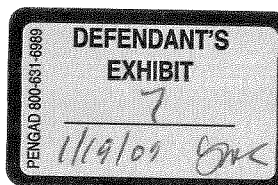
Steven A. Klenda
Tisdale & Associates LLC
 1600 Broadway St., Suite 2600
 Denver, Colorado 80202
 Phone: (303) 832-1800
 Fax: (303) 832-0799

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-----Original Message-----

From: D Grochocinski [mailto:dgrochocinski@ggl-law.com]
Sent: Friday, February 25, 2005 9:07 AM
To: steve@tisdalelaw.com
Cc: ljt@defrees.com
Subject: CMGT

PL 01826



2/25/2005

I reviewed your of February 24, 2005 and frankly I think that it will take some time to resolve this matter. It appears that each time I send you a proposal you reply and add more requirements. If I didn't know better I would think that you do not want to reach an agreement at all so your client has another person to blame. In the interim the time to file any suit is continuing to run. Do you know or have you asked George Spellmire what the statute date is on this action if one exists at all? I do not have any idea as to these types of actions and am unaware of how a bankruptcy may impact on the statute of limitations. Your client, as a creditor has always had the right to conduct 2004 exams on its own and has the right to hire Mr. Spellmire to investigate any causes of action that may be brought by the estate. If he thinks a cause of action lies upon which he or his company has a lien then he should be protecting his collateral. From my perspective as a trustee there are no assets at this time for anyone but secured creditors and this is a no asset case from that point of view. If he wants to have the estate do something then I would think that he and you with the help of your local counsel should find a way to get it done. If we cannot agree at this time now then maybe he should take action with Spellmire and his own bankruptcy attorneys, obtain the information and let me know if a cause of action exists. At this point in time we are debating a matter and we do not even know whether an action exists and the extent of any damages. This was the purpose of hiring Spellmire. Hire him on your own, pay his fees and costs and let me know. In the interim, I am going to prepare schedules and perhaps have Louis Franco designated as the representative of the debtor, set the matter for a meeting of creditors and unless there is some very good incentive for unsecured creditors I will file a no asset report and close my file. I am not obligated to pursue assets that benefit secured creditors.

David E. Grochocinski
Grochocinski, Grochocinski, & Lloyd, Ltd.
1900 Ravinia Place
Orland Park, IL 60462
Telephone: (708) 226-2700
Facsimile: (708) 226-9030

NOTICE

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PL 01827

2/25/2005

EXHIBIT 8

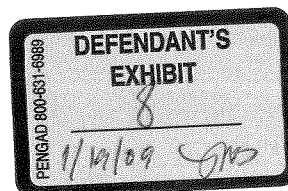
Grochocinski, Grochocinski & Lloyd

From: "L. JUDSON TODHUNTER" <ljtodhun@defrees.com>
To: <gspehar1@earthlink.net>; <dgrochocinski@ggl-law.com>
Cc: <steveklenda@usa.net>
Sent: Friday, January 07, 2005 5:16 PM
Attach: SC Response to TTEE 1-06-05.doc
Subject: attachment

I hate when I forget to add the attachment

L. Judson Todhunter
Defrees & Fiske LLC
312.372.4000

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PL 01902

1/10/2005

Spehar Capital

Professional Capital Services Based On Integrity

January 6, 2005

David Grochocinski
Grochocinski, Grochocinski & Lloyd, Ltd.
1900 Ravinia Place
Orlando Park, IL 60462

Dear David:

I appreciate your prompt (and frank) response to Spehar Capital's Proposed Carveout Agreement. Thanks. It was not intended as a final proposal, but rather an initial sharing of our thoughts to help define issues and concerns for discussion purposes. In the same spirit, I will briefly address your comments and concerns, so that our telephone conversation this afternoon can be as productive as possible.

The \$3,500 that Spehar Capital, LLC ("SC") proposes to put into the estate immediately was not intended to fully fund the estate's administration, or litigation to challenge the security interest that CMGT's investors have asserted. This initial payment was intended to assist with the estate's preliminary expenses in getting Mayer Brown to produce documents for George Spellmire's review and in retaining Spellmire Sommer. It was SC's good faith response to your request for \$5,000 or so to "prime the pump" to fund these expenses, and represents SC's share of that \$5,000 request per its expense sharing agreement with Spellmire Sommer. Additional expenses will be split 50/50 between SC and Spellmire Sommer, as we have agreed.

Of course, I am open to discussing the estate's additional legitimate expenses. But, as the 50% co-funder of these expenses, Mr. Spellmire should rightfully participate in those discussions. To allow this, the estate needs to retain Spellmire Sommer. Doing this will lock-in the second-half of the funding mechanism, so that the estate's funding concerns can be addressed (no doubt adequately) within the context of this mechanism.

So, as I see it, the next two priorities are to retain Spellmire Sommer and get a carve-out agreement in place. Until Spellmire is retained, SC is being asked to fund an unknown. Once everyone is formally on board with their oars in the water, we can begin to row in the same direction, and let the dollars flow accordingly.

Upon reflection, I agree that payment to the estate should not be automatically subordinated to SC's pre-petition legal expenses. Please note that most of the Legal Fees & Expenses that the spreadsheet paid prior to any recovery by the estate were assumed post-petition fees and expenses,

1625 Grandview Avenue, Glendale, CA 91201
Phone: 818.247.5533 · Cell: 818.512.9371 · Fax: 818.247.0616
Email: gspehar1@earthlink.net

PL 01903

January 6, 2005

such as administrative expenses, expert witnesses, etc. My attorneys' impression is that contesting the investors' claims to be secured creditors is unlikely to be difficult or expensive, given CMGT's documented admissions that these "investor creditors" are actually equity investors. Receiving up-front payments for this or other work on behalf of the estate on an hourly basis should, rightly, limit participation in the upside of a potentially large recovery. After all, getting an hourly fee plus a percentage of recovery provides large potential benefits without any of the corresponding risk.

Given the relative risks and expenditures undertaken by the estate and SC and the disproportionately large amount owed to SC, the proposed carve out sharing seems generous to me. After all, the unsecured creditors are not bearing any risk. That said, I am happy to discuss this with you. I would ask you to remember that, although there's technically no guarantee here:

- SC's judgment is legitimate and deserved. CMGT's/Mayer Brown's failure to appear notwithstanding, to issue SC's TRO v CMGT, an impartial judge had to be convinced that (a) California had jurisdiction over CMGT and (b) SC was likely to prevail on the merits of its claims.
- SC has already risked over \$500,000, valuing both my time spent and actual out-of pocket expenses, to secure that judgment, arrange this collection process and line up top-flight counsel to represent the estate.
- Two top level and highly successful plaintiffs attorneys, George Spellmire and Barry Cappello, have reviewed the case and agreed to take it on contingency.

With respect to control of settlement and your fiduciary duties to the estate and unsecured creditors, as a practical matter, SC is unsecured unless we collect something, and I understand that it will have an unsecured claim to the extent that any proposed settlement or trial award is not sufficient to cover its \$17 million judgment against CMGT and any additional legal fees incurred to prosecute and collect that judgment. As the likely largest unsecured creditor, what rights does SC have with regards to any settlement proposals to the estate, and what control can SC, or unsecured creditors as a group, legitimately expect or ask for?

Thank you, again, David, for your prompt response. I look forward to discussing the above with you. I also look forward to proceeding with this action ASAP so as to appropriately compensate all of CMGT's legitimate creditors who were harmed by Mayer Brown's actions, as well as their representatives.

Sincerely,

Gerry Spehar

EXHIBIT 9

Subject: FW: In re CMGT: Post-Petition Financing Application and Spellmire's letter of July 17, 2005.
From: "Steven A. Klenda" <steve@tisdalelaw.com>
Date: Tue, 19 Jul 2005 13:29:13 -0600
To: "'D Grochocinski'" <dgrochocinski@ggl-law.com>
CC: "'Gerry Spehar'" <gspehar1@earthlink.net>, <ljt@defrees.com>

-----Original Message-----

From: Steven A. Klenda [mailto:steve@tisdalelaw.com]
Sent: Tuesday, July 19, 2005 1:28 PM
To: 'D Grochocinski'
Subject: In re CMGT: Post-Petition Financing Application and Spellmire's letter of July 17, 2005.

Dear David:

I wanted to alert you that the Notice of Motion and Application that you filed with the Bankruptcy Court on July 15th, did not include the actual post-petition financing agreement that we signed as an exhibit. Instead, the Application disclosed, by including it as an exhibit, the confidential side-agreement letter between us. The whole point of the side agreement was for some terms of our agreement to remain confidential, to prevent, among other things, CMGT from playing games with coughing up the software. The application itself also states the amount that Spehar will pay for the software at \$2,500 rather than \$1,500, but the proposed order states the correct amount — the numerical discrepancy is not a big deal, but you should be aware of it.

You should have also received by now George Spellmire's letter stating that he is now too busy to do this case. This was quite a shock, given that Spehar Capital, LLC ("Spehar") relied on Spellmire-Sommer's commitment to take this case before Spehar decided not to retain a prominent California plaintiff's attorney that had agreed to take this case to trial — all that remained was for Spehar to sign an engagement letter. (I assume that since George has "declined," that he had not yet signed an engagement letter with the estate.(?)) It also seems a bit odd, given that George knew that everything was essentially in place when you first faxed the application to employ in early April, and did not alert us to any time problems then.

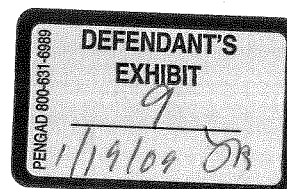
In any event, George's letter presents the practical problem of either trying to structure the timing of the case in a way that might give George time to do it, and get him to change his mind about it, or to seek his assistance in locating another Illinois or other plaintiff's attorney of similar caliber who will take the case under the same terms. Because the estate is technically the client, I think that it would be best to coordinate our efforts in this regard, to make sure that we are on the same page. Given where we are now at, and that the post-petition financing motion specifically mentions Spellmire, we should try to do this as quickly as possible.

Please give me a call to discuss.

-Steve

Steven A. Klenda
Tisdale & Associates LLC
1600 Broadway St., Suite 2600
Denver, Colorado 80202
Phone: (303) 832-1800
Fax: (303) 832-0799

**CONFIDENTIALITY NOTICE: This e-mail transmission, and any documents, files, or previous e-mail messages attached to it, may contain confidential information, some or all of which may be legally privileged. If you are not the intended recipient or a person responsible for delivering it to the intended recipient, please be advised that any disclosure, copying, distribution, or use of any of the information contained in or attached to this e-mail transmission is prohibited. If you have received this e-mail transmission in error, please immediately notify the sender by reply e-mail or via telephone or facsimile, and destroy the original transmission and its attachments. Thank you in advance for your cooperation.



0981

EXHIBIT 10

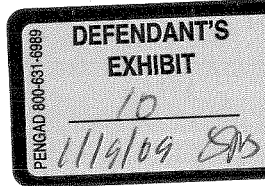
David E. Grochocinski
David P. Lloyd
Arthur Rummeler
Grochocinski, Grochocinski & Lloyd
1900 Ravinia Place
Orland Park, IL 60462
(708) 226-2700
Attorneys for Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

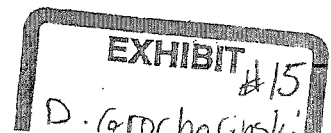
In re:) Case No.: 04 B 31669
CMGT, Inc.,)
Debtor.) APPLICATION OF THE TRUSTEE TO
) ENTER INTO POST-PETITION SECURED
) FINANCING AND FOR OTHER RELIEF

COMES NOW David E. Grochocinski, Chapter 7 trustee for the estate of CMGT, Inc. and in moving this court for authority to enter into a secured post-petition financing arrangement and for other related relief states as follows:

- 1) Applicant is the appointed interim chapter 7 trustee for the estate of CMGT, Inc. and brings this matter to the court in his capacity as trustee.
- 2) This matter was initiated by Spehar Capital, LLC (Spehar), which is the holder of a judgment against the debtor in the sum of \$17,045,780.00 plus interest and costs which judgment was entered in the Superior Court of California for the County of Los Angeles on March 18, 2004. The judgment was duly registered in the Circuit Court of the 18th Judicial Circuit, DuPage County, IL under case # 2003 MR 1209 (the transfer case in Illinois was initiated after a restraining order was entered in the Superior Court in California in order to enforce the aforesaid order). A citation to discover assets was issued and served upon the former president of the debtor, Louis Franco, who attended an examination and gave testimony. The citation was not concluded as further documents were requested but the same were not delivered to the plaintiff, Spehar. No motion to vacate the judgment has been filed and allowed and



PL007417



no motion challenging jurisdiction has been filed with respect to the registered judgment.

- 3) To the extent that assets are available in this matter, Spehar Capital, LLC by virtue of the citation to discover assets which was served upon the debtor more than 90 days prior to the filing of the petition has a valid perfected lien.
- 4) As a result of the citation to discover assets, Spehar Capital discovered that possible causes of action might be able to be brought against certain insiders of the debtor and perhaps professionals who rendered services for the debtor.
- 5) Spehar has provided such information to the trustee but the trustee is unable to make a decision as to the validity of same and has requested the assistance of special counsel to review the matter and make a recommendation as to whether such cause(s) of action exist.
- 6) Spehar desires to have the actions pursued by the trustee and the estate but to do certain costs and expenses of administration will be required to be paid. Spehar has agreed to advance a sum up to and including \$17,500.00 to the estate for expenses of administration to be repaid to Spehar in the event of recovery on any cause of action versus professionals and insiders except for preference and or recoveries under 11 USC 544 - 550.
- 7) In addition, Spehar has agreed as a part of the financing arrangement to share any recovery with the estate in accordance with the attached pro forma referred to as exhibit A.
- 8) Net recoveries would be deemed to be the amount of any gross recovery paid to the estate less special counsel fees and expenses as approved by the Court and less the repayment of any amounts advanced to the estate by Spehar under the post-petition financing arrangement.
- 9) Upon entry of the order approving this arrangement with Spehar, the sum of \$5,000.00 would be advanced to the estate and such additional sums advanced upon written request from the trustee at his discretion accompanied by a generalized statement as to the expenditures to date and a brief statement as to the reason(s) for the additional advance but said statement shall be for informational purposes only and

PL007418

shall not serve as a basis for Spehar to withhold any requested advance. At no time shall the total amount of advances exceed \$17,500.00. Interest on the advances to the estate shall be the minimum amount set forth in the Applicable Federal Rate as published by the Internal Revenue Service from time to time as applied to the facts and circumstances of this transaction. Collateral for the loan shall be the recovery proceeds from such cause or causes of action filed against professionals or insiders for alleged malpractice or breach of fiduciary duty. In the event no such recovery is obtained from these sources, the loan shall not be repaid and the advance shall be deemed to be the payment of administrative expenses under 11 USC 506(c) for the benefit of Spehar Capital, LLC.

10) The trustee has not been able to obtain funds from any other source and the granting of a lien on the proceeds as set forth above appears to be the best source of funding for the estate pursuant to 11 USC 364.

11) In addition to the loan arrangement, Spehar Capital LLC has offered to pay the estate the sum of \$2500.00 for the right, title and interest in and to certain software and intangibles of the debtor including but not limited to CMGT's proprietary "Absence Expert" and "Poster" software but excluding the causes of action set forth herein. The intangibles and software appear to have little or no value and the offer appears to be in the best interest of the estate.

12) Spehar's payment for the software and intangibles as set forth in paragraph 12 hereof shall be due upon delivery to Spehar of the computer code for a working copy of the software which CMGT used to service its customers as of August 1, 2003 or later or the completion of the trustee's reasonable efforts to obtain the software code.

Reasonable efforts shall be limited to a written request to Louis Franco for such information. Failure of Franco to provide same to the trustee for a period of 20 days after mailing of a request shall be deemed to have satisfied the effort's requirement and shall obligate Spehar to pay the \$2500.00 in paragraph 11 hereof. Failure to pay the funds shall terminate the sale to Spehar and Spehar shall be deemed to forfeit repayment of the \$5000.00 initial advance under the financing portion of this application and likewise terminate the loan arrangement between Spehar and the

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1900 Ravinia Place
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(708) 226-2700
Attorneys for Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:) Case No.: 04 B 31669
CMGT, Inc.,)
Debtor.) APPLICATION OF THE TRUSTEE TO
) ENTER INTO POST-PETITION SECURED
) FINANCING AND FOR OTHER RELIEF

COMES NOW David E. Grochocinski, Chapter 7 trustee for the estate of CMGT, Inc. and in moving this court for authority to enter into a secured post-petition financing arrangement and for other related relief states as follows:

- 1) Applicant is the appointed interim chapter 7 trustee for the estate of CMGT, Inc. and brings this matter to the court in his capacity as trustee.
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PL007417

EXHIBIT #15
D. Grochocinski

no motion challenging jurisdiction has been filed with respect to the registered judgment.

- 3) To the extent that assets are available in this matter, Spehar Capital, LLC by virtue of the citation to discover assets which was served upon the debtor more than 90 days prior to the filing of the petition has a valid perfected lien.
- 4) As a result of the citation to discover assets, Spehar Capital discovered that possible causes of action might be able to be brought against certain insiders of the debtor and perhaps professionals who rendered services for the debtor.
- 5) Spehar has provided such information to the trustee but the trustee is unable to make a decision as to the validity of same and has requested the assistance of special counsel to review the matter and make a recommendation as to whether such cause(s) of action exist.
- 6) Spehar desires to have the actions pursued by the trustee and the estate but to do certain costs and expenses of administration will be required to be paid. Spehar has agreed to advance a sum up to and including \$17,500.00 to the estate for expenses of administration to be repaid to Spehar in the event of recovery on any cause of action versus professionals and insiders except for preference and or recoveries under 11 USC 544 - 550.
- 7) In addition, Spehar has agreed as a part of the financing arrangement to share any recovery with the estate in accordance with the attached pro forma referred to as exhibit A.
- 8) Net recoveries would be deemed to be the amount of any gross recovery paid to the estate less special counsel fees and expenses as approved by the Court and less the repayment of any amounts advanced to the estate by Spehar under the post-petition financing arrangement.
- 9) Upon entry of the order approving this arrangement with Spehar, the sum of \$5,000.00 would be advanced to the estate and such additional sums advanced upon written request from the trustee at his discretion accompanied by a generalized statement as to the expenditures to date and a brief statement as to the reason(s) for the additional advance but said statement shall be for informational purposes only and

shall not serve as a basis for Spehar to withhold any requested advance. At no time shall the total amount of advances exceed \$17,500.00. Interest on the advances to the estate shall be the minimum amount set forth in the Applicable Federal Rate as published by the Internal Revenue Service from time to time as applied to the facts and circumstances of this transaction. Collateral for the loan shall be the recovery proceeds from such cause or causes of action filed against professionals or insiders for alleged malpractice or breach of fiduciary duty. In the event no such recovery is obtained from these sources, the loan shall not be repaid and the advance shall be deemed to be the payment of administrative expenses under 11 USC 506(c) for the benefit of Spehar Capital, LLC.

10) The trustee has not been able to obtain funds from any other source and the granting of a lien on the proceeds as set forth above appears to be the best source of funding for the estate pursuant to 11 USC 364.

11) In addition to the loan arrangement, Spehar Capital LLC has offered to pay the estate the sum of \$2500.00 for the right, title and interest in and to certain software and intangibles of the debtor including but not limited to CMGT's proprietary "Absence Expert" and "Poster" software but excluding the causes of action set forth herein. The intangibles and software appear to have little or no value and the offer appears to be in the best interest of the estate.

12) Spehar's payment for the software and intangibles as set forth in paragraph 12 hereof shall be due upon delivery to Spehar of the computer code for a working copy of the software which CMGT used to service its customers as of August 1, 2003 or later or the completion of the trustee's reasonable efforts to obtain the software code.

Reasonable efforts shall be limited to a written request to Louis Franco for such information. Failure of Franco to provide same to the trustee for a period of 20 days after mailing of a request shall be deemed to have satisfied the effort's requirement and shall obligate Spehar to pay the \$2500.00 in paragraph 11 hereof. Failure to pay the funds shall terminate the sale to Spehar and Spehar shall be deemed to forfeit repayment of the \$5000.00 initial advance under the financing portion of this application and likewise terminate the loan arrangement between Spehar and the

PL007419

estate.

- 13) Notice of the intention to enter into the loan arrangement with Spehar Capital and the offer to purchase the intangibles and software of the debtor has been sent to all creditors and others entitled to notice as per the attached affidavit.
- 14) The trustee requests that the Court deem such notice to be sufficient in accordance with Rule 2002 and 11 USC 364.
- 15) A copy of the proposed financing order is attached hereto.

Wherefore, David E. Grochocinski, interim trustee, by his counsel prays that this court enter an order authorizing the estate to obtain funds from Spehar Capital LLC according to the terms and conditions as set forth in the application and the attached order and to sell to Spehar the estate's in the balance of the intangibles and software and for such other and different relief as the Court deems just and equitable.

David E. Grochocinski, interim trustee

Estate of CMGT, Inc.

By: /s/ David E. Grochocinski

One of his attorneys

PL007420

Sharing Agreement Between CMGT ITIEE & Spehar Capital, LLC

Advanced Estate Expenses: \$18,500		Assumed Legal Expenses: \$5,000 if settled \$40,000 if trial		CMGT Obligations: \$17,045,780 Spehar Judgment; \$1,072,500 Other Unsecured Creditors ¹					
RECOVERY									
Gross Recovery ²	Gross less Legal Expenses	Spellmire %	Spellmire Fee	Net of Legal & Estate Expenses & Spellmire Fee	Estate %	Estate Recovery ³	% Unsecured Recovered	Spehar Recovery ⁴	% Judgment Recovered
\$245,714	\$240,714	30%	\$72,214	\$150,000	15.0%	\$22,500	2%	\$45,160	0.3%
\$1,460,000	\$1,455,000		\$436,500	\$1,000,000	6.0%	\$150,000	14%	\$767,660	5%
\$2,888,571	\$2,883,571		\$865,071	\$2,000,000		\$210,000	20%	\$1,707,660	10%
\$4,317,143	\$4,312,143		\$1,293,643	\$3,000,000		\$270,000	25%	\$2,647,660	16%
\$5,745,714	\$5,740,714		\$1,722,214	\$4,000,000	10.0%	\$330,000	31%	\$3,687,660	21%
\$7,174,286	\$7,169,286		\$2,150,786	\$5,000,000		\$390,000	36%	\$4,527,660	27%
\$8,602,857	\$8,597,857		\$2,579,357	\$6,000,000		\$490,000	46%	\$5,427,660	32%
\$10,031,429	\$10,026,429		\$3,007,929	\$7,000,000		\$590,000	55%	\$6,327,660	37%
\$11,460,000	\$11,455,000		\$3,436,500	\$8,000,000		\$690,000	64%	\$7,227,660	42%
\$12,888,571	\$12,883,571		\$3,865,071	\$9,000,000		\$790,000	74%	\$8,127,660	48%
\$14,317,143	\$14,312,143		\$4,293,643	\$10,000,000	15.0%	\$890,000	83%	\$9,027,660	53%
\$15,745,714	\$15,740,714		\$4,722,214	\$11,000,000		\$1,040,000	97%	\$9,877,660	58%
\$17,174,286	\$17,169,286		\$5,150,786	\$12,000,000		\$1,190,000	111%	\$10,727,660	63%
\$21,460,000	\$21,455,000		\$6,436,500	\$15,000,000		\$1,600,000	149%	\$13,317,660	78%
Trial Award									
\$320,833	\$260,833	40%	\$112,333	\$150,000	15.0%	\$22,500	2%	\$45,160	0%
\$1,737,500	\$1,697,500		\$679,000	\$1,000,000	6.0%	\$150,000	14%	\$767,660	5%
\$3,404,167	\$3,364,167		\$1,345,667	\$2,000,000		\$210,000	20%	\$1,707,660	10%
\$5,070,833	\$5,030,833		\$2,012,333	\$3,000,000		\$270,000	25%	\$2,647,660	16%
\$6,737,500	\$6,697,500		\$2,679,000	\$4,000,000		\$330,000	31%	\$3,587,660	21%
\$8,404,167	\$8,364,167		\$3,345,667	\$5,000,000	10.0%	\$390,000	36%	\$4,527,660	27%
\$10,070,833	\$10,030,833		\$4,012,333	\$6,000,000		\$490,000	46%	\$5,427,660	32%
\$11,737,500	\$11,697,500		\$4,679,000	\$7,000,000		\$590,000	55%	\$6,327,660	37%
\$13,404,167	\$13,364,167		\$5,345,667	\$8,000,000		\$690,000	64%	\$7,227,660	42%
\$15,070,833	\$15,030,833		\$6,012,333	\$9,000,000	12.0%	\$790,000	74%	\$8,127,660	48%
\$16,737,500	\$16,697,500		\$6,679,000	\$10,000,000		\$890,000	83%	\$9,027,660	53%
\$18,404,167	\$18,364,167		\$7,345,667	\$11,000,000		\$1,010,000	94%	\$9,907,660	58%
\$20,070,833	\$20,030,833		\$8,012,333	\$12,000,000		\$1,130,000	105%	\$10,787,660	63%
\$25,070,833	\$25,030,833		\$10,012,333	\$15,000,000		\$1,490,000	139%	\$13,427,660	78%

¹ Per CMGT documents and representations.

² Any accepted Settlement or Trial Award will be a Lump Sum, not paid over time.

³ Estate Recovery is capped at \$1,600,000, after which 100% share goes to Spehar Capital, LLC.

⁴ Spehar Recovery calculated net of expenses and billed legal costs of \$82,340

PL007421

600 GRANT ST., SUITE 300
DENVER, CO 80203

STEVEN A. KLEMDA, LLC

(303) 514-3179
FAX: (303) 861-1777

June 14, 2005

VIA FACSIMILE AND EMAIL

David Grochocinski, Esq.
Grochocinski, Grochocinski & Lloyd, Ltd.
1900 Ravinia Place
Orland Park, IL 60462

Re: Agreement re: Post Petition Financing Application.

Dear David:

This letter formalizes the agreements that Spehar Capital, LLC ("Spehar") and you, as the chapter 7 Trustee for CMGT, Inc. in Case No. 04 B 31669, which is pending before the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, have reached with respect to your Application of the Trustee to Enter into Post-Petition Secured Financing and Other Relief ("Post-Petition Financing Application"). We have agreed that:

1. The Post-Petition Financing Application will be submitted to the Court simultaneously with your Application to employ Spellmire & Sommer as special counsel.
2. The proposed order for the Post-Petition Financing Application ("Proposed Order") will not be submitted until Spehar and you have both formally approved its form, as indicated by my signature as counsel for Spehar, and you signature as chapter 7 Trustee, on the proposed order. We have also agreed that prudence dictates that some terms of our agreement not be specified in the proposed order, but will, nevertheless be binding. Specifically:

- a. In addition to the terms that the Proposed Order specifies, Spehar agrees that it is obligated to pay you \$1,500 for all of the Estate's right, title and interest in and to or derived from the Estate's software and intangibles, including, but not limited to, CMGT's proprietary "Absence Expert" and "Poster" software, within twenty days after the completion of your reasonable efforts to obtain this software. For the purpose of this agreement, "reasonable efforts" shall mean your sending a demand to turnover "certain software and intangibles of the Debtor, including but not limited to a working copy and computer code of the version of CMGT's proprietary "Absence Expert" and "Poster" software that CMGT last used to service its customers as of August 1, 2003, to Lou Franco, Jim Wong and Rob Crandall because it is property of the estate, and that your demand shall include appropriate excerpts and references to CMGT documents/policies that show that these persons should have a copy of the software. Spehar will provide the appropriate

PL007422

SAK
6/24/05 6/24/05

David Grochocinski, Esq.
June 14, 2005
Page 2 of 2

references to CMGT documents/policies to be included in the letter, which shall also demand that the software be returned before the 20 day "reasonable efforts" deadline expires.

b. You will take all necessary or appropriate actions to void the UCC-1 financing statements or other liens that CMGT's shareholders or persons otherwise affiliated filed with the IL Secretary of State Illinois on or about 12/18/2003, *06/24/05*

c. *attempt to DV SV*
You will obtain all documents that Mayer-Brown has set aside for you per its November 29, 2004, letter to you and provide Spehar with a copy of the CD-ROM that you have obtained from Mayer-Brown within 10 business days of your receipt of the initial \$5,000 advance from Spehar.

Our respective signatures below indicate our agreement to the above.

STEVEN A. KLENDA, LLC

Steven A. Klenda
14 JUNE 2005

Steven A. Klenda, Esq.
1600 Broadway, Suite 2600
Denver, CO 80202
Phone: (303) 832-1800
Fax: (303) 832-1800

ATTORNEY FOR
SPEHAR CAPITAL, LLC

DAVID E. GROCHOCINSKI

David E. Grochocinski
6/24/05

David E. Grochocinski
1900 Ravinia Place
Orland Park, IL 60462
Phone: (708) 226-2700
Fax: (708) 226-9030

CHAPTER 7 TRUSTEE

PL007423

1 IN THE UNITED STATES BANKRUPTCY COURT
 2 FOR THE NORTHERN DISTRICT OF ILLINOIS
 3 EASTERN DIVISION

4 In re:) Case No.: 04 B 31669
 5 CMGT, INC.)
 6 Debtor.)
 7)

8 AT WHEATON, IL BEFORE THE HONORABLE JOHN SQUIRES, US BANKRUPTCY
 9 JUDGE, THIS ____ DAY OF _____.

10 This matter coming before the Court on the Application of the Trustee to Enter into Post-
 11 petition Secured Financing and for Other Relief ("Application"), due notice having been given,
 12 no objections having been filed and the Court being otherwise advised in the premises:

13 IT IS HEREBY ORDERED:

14 1. The Application be, and the same hereby is, GRANTED.

15 2. Spehar Capital, LLC ("Spehar") shall advance to the chapter 7 estate of Debtor,
 16 CMGT, Inc. ("Estate") the sum of \$5,000.00 within ten business days of the delivery of this
 17 Order to Spehar or its counsel.

18 3. Spehar shall advance additional sums to the Estate upon the Trustee's written
 19 request for such an advance that is accompanied by a generalized statement as to the
 20 Trustee's expenditures to the date of the additional request and a brief statement as to the
 21 reasons for the requested additional advance. Provided, however, that: (a) the Trustee's
 22 statement of reasons for the requested additional advance shall not serve as the basis for
 23 Spehar to withhold any requested advance; (b) Spehar is not required to advance more than a
 24 total of \$5,000 to the estate under this provision, until and unless the Trustee provides Spehar
 25 with written confirmation from the special counsel that the Trustee has contemporaneously
 26 moved to employ (George Spellmire of Spellmire & Sommer) that the special counsel has
 27 committed to proceed with one or more of the causes of action that the Trustee has retained
 28 special counsel to evaluate; and (c) Spehar's total liability for any and all advances made or
 29 requested pursuant to this Order (including Spehar's initial advance of \$5,000.00) shall not
 30 exceed \$18,500.

1 4. The Estate shall use Spehar's initial advance to (a) obtain all documents that
2 have been produced to or made available to the Trustee related to any cause of action that the
3 Trustee is pursuing, or is considering pursuing, and deliver said documents to the special
4 counsel and (b) offset any cost or expense of administering the Estate.

5 5. Any and all advances by Spehar to the Estate shall: (a) accrue interest at the
6 minimum Applicable Federal Rate as published by the Internal Revenue Service from time to
7 time; and (b) be deemed to be an administrative expense under 11 U.S.C. § 506(c).

8 6. Spehar's advances shall be collateralized by, and Spehar shall be repaid from,
9 the Estate's recovery that results from the action or participation of special counsel, including,
10 but not limited to, the pursuit of a cause of action by special counsel. By virtue of its Citation to
11 Discover Assets, Spehar has a valid and perfected lien on the proceeds of any such recovery.
12 If the Estate does not obtain any recovery, then Spehar's advances shall not be repaid.

13 7. Spehar shall share its Net Recovery with the Estate in accordance with the pro
14 forma attached to the Application, which is also attached hereto as Exhibit A, and is
15 incorporated herein by reference. Net Recovery shall mean the Estate's gross recovery, less
16 any special counsel fees and expenses as approved by the Court, less the repayment of any
17 amounts advanced to the Estate by Spehar.

18 8. The Trustee shall take all reasonable and appropriate actions to void all liens that
19 are asserted to be superior to Spehar's valid and perfected lien in CMGT's assets and take all
20 necessary or appropriate steps to assist any special counsel that the Estate retains in his
21 evaluation of any causes of action that the special counsel has been retained to evaluate.

2 9. The Trustee shall provide Spehar with copies of any documents that have been
3 produced to the Trustee. If the Trustee possesses these documents in an electronic format, the
4 Trustee shall provide them to Spehar in an electronic format.

5 10. Spehar shall pay the Estate \$1,500 for all of the Estate's right, title and interest in
6 and to or derived from the Estate's software and intangibles, including, but not limited to,
7 CMGT's proprietary "Absence Expert" and "Poster" software. Spehar's payment shall be due
8 within 20 days of the delivery to Spehar of the computer code for, and a working copy of, the
9 version of the aforementioned software that CMGT last used to service its customers as of
10 August 1, 2003, or upon such other terms and conditions as Spehar and the Estate have agreed

PL007425

1 in writing. If Spehar fails to pay the \$1,500 the sale to Spehar shall be void, Spehar shall be
2 deemed to forfeit repayment of its initial \$5,000 advance to the Estate.

3 DATED: _____

Hon. John Squires
United States Bankruptcy Judge

6 APPROVED AS TO FORM:

7 STEVEN A. KLEND A, LLC

DAVID E. GROCHOCINSKI



David E. Grochocinski
1900 Ravinia Place
Orland Park, IL 60462
Phone: (708) 226-2700
Fax: (708) 226-9030

Steven A. Klenda, Esq.
1600 Broadway, Suite 2600
Denver, CO 80202
Phone: (303) 832-1800
Fax: (303) 832-1800

13 ATTORNEY FOR
SPEHAR CAPITAL, LLC

CHAPTER 7 TRUSTEE

PL007426

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2 deemed to forfeit repayment of its initial \$5,000 advance to the Estate.

3 DATED: _____

Hon. John Squires
United States Bankruptcy Judge

6 APPROVED AS TO FORM:

7 STEVEN A. KLENDAS, LLC

DAVID E. GROCHOCINSKI

8  06/24/2005

David E. Grochocinski
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Orland Park, IL 60462
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9 Steven A. Klendas, Esq.
10 1600 Broadway, Suite 2600
11 Denver, CO 80202
12 Phone: (303) 832-1800
Fax: (303) 832-1800

13 ATTORNEY FOR
SPEHAR CAPITAL, LLC

CHAPTER 7 TRUSTEE

PL007427

EXHIBIT 11

ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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In re:) Case No.: 04 B 31689
CMGT, INC.)
Debtor,) Chapter 7

AT WHEATON, IL BEFORE THE HONORABLE JOHN SQUIRES, US BANKRUPTCY
JUDGE, THIS 2nd DAY OF September, 2005

This matter coming before the Court on the Application of the Trustee to Enter into Post-
petition Secured Financing and for Other Relief ("Application"), due notice having been given,
no objections having been filed and the Court being otherwise advised in the premises:

IT IS HEREBY ORDERED:

1. The Application be, and the same hereby is, GRANTED.
2. Spehar Capital, LLC ("Spehar") shall advance to the chapter 7 estate of Debtor, CMGT, Inc. ("Estate") the sum of \$5,000.00 within ten business days of the delivery of this Order to Spehar or its counsel.
3. Spehar shall advance additional sums to the Estate upon the Trustee's written request for such an advance that is accompanied by a generalized statement as to the Trustee's expenditures to the date of the additional request and a brief statement as to the reasons for the requested additional advance. Provided, however, that: (a) the Trustee's statement of reasons for the requested additional advance shall not serve as the basis for Spehar to withhold any requested advance; (b) Spehar is not required to advance more than a total of \$5,000 to the estate under this provision, until and unless the Trustee provides Spehar with written confirmation from the special counsel that the Trustee has moved or will move to employ (Edward T. Joyce & Associates, P.C.) that the special counsel has committed to proceed with one or more of the causes of action that the Trustee has retained special counsel to evaluate; and (c) Spehar's total liability for any and all advances made or requested pursuant to this Order (including Spehar's initial advance of \$5,000.00) shall not exceed \$18,500.

DEFENDANT'S
EXHIBIT
11
1-19-09 ERS

EXHIBIT #16
D. Grochowski
10-30-08

PL007428

1 4. The Estate shall use Spehar's initial advance to (a) obtain all documents that
2 have been produced to or made available to the Trustee related to any cause of action that the
3 Trustee is pursuing, or is considering pursuing, and deliver said documents to the special
4 counsel and (b) offset any cost or expense of administering the Estate.

5 5. Any and all advances by Spehar to the Estate shall: (a) accrue interest at the
6 minimum Applicable Federal Rate as published by the Internal Revenue Service from time to
7 time; and (b) be deemed to be an administrative expense under 11 U.S.C. § 506(c).

8 6. Spehar's advances shall be collateralized by, and Spehar shall be repaid from,
9 the Estate's recovery that results from the action or participation of special counsel, including,
10 but not limited to, the pursuit of a cause of action by special counsel. By virtue of its Citation to
11 Discover Assets, Spehar has a valid and perfected lien on the proceeds of any such recovery.
12 If the Estate does not obtain any recovery, then Spehar's advances shall not be repaid.

13 7. Spehar shall share its Net Recovery with the Estate in accordance with the pro
14 forma attached to the Application, which is also attached hereto as Exhibit A, and is
15 incorporated herein by reference. Net Recovery shall mean the Estate's gross recovery, less
16 any special counsel fees and expenses as approved by the Court, less the repayment of any
17 amounts advanced to the Estate by Spehar.

18 8. The Trustee shall take all reasonable and appropriate actions to void all liens that
19 are asserted to be superior to Spehar's valid and perfected lien in CMGT's assets and take all
20 necessary or appropriate steps to assist any special counsel that the Estate retains in his
21 evaluation of any causes of action that the special counsel has been retained to evaluate.

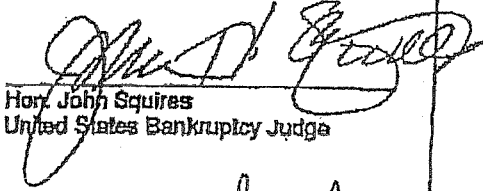
22 9. The Trustee shall provide Spehar with copies of any documents that have been
23 produced to the Trustee. If the Trustee possesses these documents in an electronic format, the
24 Trustee shall provide them to Spehar in an electronic format.

25 10. Spehar shall pay the Estate \$1,500 for all of the Estate's right, title and interest in
26 and to or derived from the Estate's software and intangibles, including, but not limited to,
27 CMGT's proprietary "Absence Expert" and "Poster" software. Spehar's payment shall be due
28 within 20 days of the delivery to Spehar of the computer code for, and a working copy of, the
29 version of the aforementioned software that CMGT last used to service its customers as of
30 August 1, 2003, or upon such other terms and conditions as Spehar and the Estate have agreed

1 In writing. If Spehar fails to pay the \$1,500 the sale to Spehar shall be void, Spehar shall be
2 deemed to forfeit repayment of its initial \$5,000 advance to the Estate.

3
4 DATED:

9/2/05
SEP - 2 / 2005

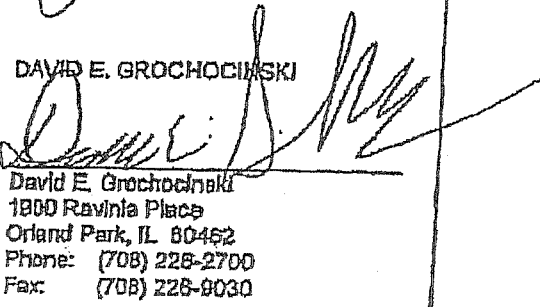

Hon. John Squires
United States Bankruptcy Judge

7 APPROVED AS TO FORM:

8 STEVEN A. KLENDI, LLC

DAVID E. GROCHOCKI, SKI

9
10 ~~Steven A. Klendi, Esq.~~ 08/31/2005
11 Steven A. Klendi, Esq.
12 1600 Broadway, Suite 2800
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David E. Grochocki
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Orland Park, IL 60462
Phone: (708) 228-2700
Fax: (708) 228-9030

14 ATTORNEY FOR
15 SPEHAR CAPITAL, LLC

CHAPTER 7 TRUSTEE

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PL007430

Sharing Agreement Between CMGT, TTEE & Spahar Capital, LLC

RECOVERY				SHARING AGREEMENT					
Gross Recovery ²	Estate & Legal Expenses	Joyce % (of Gross)	Joyce Fee	Net of Estate & Legal Expenses & Joyce Fee	Estate %	Estate Recovery ¹	% Unsecured Recovered	Spahar Recovery ⁴	% Judgment Recovered
\$247,857	\$23,500	30%	\$74,357	\$150,000	15.0%	\$22,500	2%	\$45,160	0.3%
\$1,462,143	\$23,500		\$438,843	\$1,000,000	6.0%	\$150,000	14%	\$167,660	5%
\$2,890,714	\$23,500		\$867,214	\$2,000,000		\$270,000	20%	\$1,707,660	10%
\$4,318,286	\$23,500		\$1,295,786	\$3,000,000		\$330,000	25%	\$2,847,660	16%
\$5,747,857	\$23,500		\$1,724,357	\$4,000,000	10.0%	\$390,000	31%	\$3,587,660	21%
\$7,176,429	\$23,500		\$2,152,929	\$5,000,000		\$480,000	36%	\$4,527,660	27%
\$8,605,000	\$23,500		\$2,581,500	\$6,000,000		\$590,000	49%	\$5,427,660	32%
\$10,033,571	\$23,500		\$3,010,071	\$7,000,000		\$690,000	55%	\$6,327,660	37%
\$11,462,143	\$23,500		\$3,438,643	\$8,000,000		\$790,000	64%	\$7,227,660	42%
\$12,890,714	\$23,500		\$3,867,214	\$9,000,000		\$890,000	74%	\$8,127,660	48%
\$14,318,286	\$23,500		\$4,295,786	\$10,000,000	10.0%	\$990,000	83%	\$9,027,660	53%
\$15,747,857	\$23,500		\$4,724,357	\$11,000,000		\$1,090,000	97%	\$9,927,660	63%
\$17,176,429	\$23,500		\$5,152,929	\$12,000,000		\$1,190,000	111%	\$10,727,660	68%
\$21,462,143	\$23,500		\$5,438,643	\$15,000,000		\$1,600,000	149%	\$13,317,660	78%
Total Award									
\$347,500	\$58,500		\$139,000	\$150,000	15.0%	\$22,500	2%	\$45,160	0.3%
\$1,764,167	\$58,500	40%	\$705,667	\$1,000,000	6.0%	\$150,000	14%	\$167,660	5%
\$3,430,833	\$58,500		\$1,372,333	\$2,000,000		\$270,000	20%	\$1,707,660	10%
\$5,097,500	\$58,500		\$2,039,000	\$3,000,000		\$330,000	23%	\$2,847,660	16%
\$6,764,167	\$58,500		\$2,705,667	\$4,000,000	10.0%	\$390,000	31%	\$3,587,660	21%
\$8,430,833	\$58,500		\$3,372,333	\$5,000,000		\$480,000	36%	\$4,527,660	27%
\$10,097,500	\$58,500		\$4,039,000	\$6,000,000		\$590,000	46%	\$5,427,660	32%
\$11,764,167	\$58,500		\$4,705,667	\$7,000,000		\$690,000	55%	\$6,327,660	37%
\$13,430,833	\$58,500		\$5,372,333	\$8,000,000		\$790,000	64%	\$7,227,660	42%
\$15,097,500	\$58,500		\$6,039,000	\$9,000,000		\$890,000	74%	\$8,127,660	48%
\$16,764,167	\$58,500		\$6,705,667	\$10,000,000	10.0%	\$990,000	83%	\$9,027,660	53%
\$18,430,833	\$58,500		\$7,372,333	\$11,000,000		\$1,090,000	97%	\$9,927,660	63%
\$20,097,500	\$58,500		\$8,039,000	\$12,000,000		\$1,190,000	105%	\$10,727,660	68%
\$25,097,500	\$58,500		\$10,039,000	\$15,000,000		\$1,600,000	138%	\$13,427,660	78%

1 Per CMGT documents and representations.
 2 Any accepted Settlement or Total Award will be a Lump Sum, not paid over time.
 3 Estate Recovery is capped at \$1,000,000, after which 100% there goes to Spahar Capital, LLC.
 4 Spahar Recovery calculated net of expenses and billed legal costs of \$62,340

PL007431

EXHIBIT 12

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RODI, POLLOCK, PETTKER, GALBRAITH
& CAHILL, A Law Corporation
ANDREW W. BODEAU (SBN 183600)
KENNETH A. FRANKLIN (SBN 143809)
444 South Flower Street, Suite 1700
Los Angeles, California 90071-2901
Telephone: (213) 895-4900
Facsimile: (213) 895-4921

STEVEN A. KLEND, LLC
STEVEN A. KLEND, ESQ. (admitted *pro hac vice*)
600 Grant Street, Suite 300
Denver, Colorado 80203
Telephone: (303) 514-3179
Facsimile: (303) 861-1777

Attorneys for Plaintiff,
SPEHAR CAPITAL, LLC, a California limited liability company

FILED
LOS ANGELES SUPERIOR COURT

MAR 18 2004

JOHN A. CLARKE, CLERK

Jeff W. Lipp
BY JEFF W. LIPP, DEPUTY

"F.O."
[Handwritten initials]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
(NORTH CENTRAL DISTRICT -- BURBANK)

DEFENDANT'S
EXHIBIT
12
1-19-09 *[Signature]*
PENGAD 800-681-6889

SPEHAR CAPITAL, LLC, a California
limited liability company,

Plaintiff,

v.

CMGT, INC., a Delaware corporation, and
DOES 1 through 100, inclusive,

Defendants.

CASE NO. EC 037602

**JUDGMENT AND PERMANENT INJUNCTION
AGAINST CMGT, INC.**

Dept.: NC"A"

This matter came before the Court on the motion of Plaintiff, Spehar Capital, LLC ("Spehar") for a default judgment against defendant, CMGT, Inc. ("CMGT"). On February 26, 2004, at 08:30 a.m., the Court held a hearing on Spehar's motion, during which Spehar Capital's President, Gerry Spehar, testified and presented evidence regarding its damages from CMGT's breach of Spehar Capital's contract. Having reviewed the pleadings and heard testimony and received evidence on Spehar's damages, and being sufficiently advised of their premises, the Court enters the following findings of fact and conclusions of law:

1 1. CMGT was validly served with Spehar's First Amended Complaint on December
2 8, 2003.

3 2. The Court has jurisdiction over CMGT under Cal. Code Civ. P. 410.10, because
4 CMGT has purposefully availed itself of the benefits and burdens of doing business in California
5 and CMGT has sufficient minimum contacts with California to satisfy due process. CMGT has
6 directed a steady and numerous stream of business contacts and communications to California
7 during the past two years, specifically:

8 a. Spehar Capital contracted with CMGT in California.

9 b. CMGT has transacted business in California by providing services to several clients
10 that are located in California and partnering with other California businesses.

11 c. Over the course of the over 2 years preceding this action, CMGT's President, Lou
12 Franco, deliberately directed extensive daily telephone and email communications to Spehar
13 Capital in California, and CMGT's President has traveled to California to meet with CMGT's
14 clients, and Spehar Capital.

15 d. CMGT attempted to raise capital from at least one investor, the Washoe tribe,
16 which is located in California.

17 3. CMGT has not answered Spehar's First Amended Complaint, entered an
18 appearance or responded in any way to any pleading in this case.

19 4. The clerk entered a default against CMGT on January 12, 2004.

20 5. Because CMGT has not answered Spehar's First Amended Complaint, all
21 allegations in the First Amended Complaint are deemed to have been confessed. Johnson v.
22 Stanhiser, 72 Cal.App.4th 357, 361 (1999). The Court incorporates these deemed admissions by
23 reference herein as findings of fact.

24 6. Spehar has proven damages in the following amounts for the following items for
25 which Spehar's contract with CMGT entitles Spehar to compensation:

- | | | |
|-------|---------------------------|------------|
| 26 a. | Legal Expenses | 58,863.00 |
| 27 b. | Cash Success Fee | 150,000.00 |
| 28 c. | Management Consulting Fee | 100,000.00 |

PL 02889

1	d.	Stock Compensation	11,253,627.00
2	e.	<u>Investment Banking Rights</u>	<u>5,483,290.00</u>
3		Total	17,045,780.00

4 7. Spehar's damages are: (a) based on either specific dollar amounts that are set forth
5 in its contract with CMGT, or on facts, figures, projections and assumptions that are either the
6 same as, or not materially different from, the facts, figures, projections and assumptions that
7 CMGT presented to and that were relied on by both CMGT and potential investors; and (b)
8 otherwise supported by the evidence that Spehar presented.

9 8. Spehar Capital's damages are reasonably certain to have been realized but for
10 CMGT's wrongful acts.

11 THEREFORE, the Court:

12 1. Enters judgment IN FAVOR of Spehar Capital, LLC and AGAINST CMGT, Inc.
13 in the total amount of \$17,045,780;

14 2. Imposes a constructive trust in favor of Spehar Capital, LLC on all assets of any
15 type whatsoever of CMGT and Newco that either CMGT or Newco have transferred: (a) between
16 themselves; (b) to Newco or CMGT shareholders or any other financiers of CMGT or Newco
17 (including persons who have loaned or contributed money or other capital to CMGT); or (c) to
18 another person or entity other than in the ordinary course of CMGT's business, as CMGT's
19 business existed and operated at the commencement of this action;

20 3. Permanently ENJOINS AND RESTRAINS CMGT, Inc. and its officers, agents,
21 servants, employees, representatives, and all persons acting in concert or participating with them,
22 from engaging in, committing, or performing, directly or indirectly, any and all of the following
23 acts:

24 (a) proceeding with the asset sale transaction between CMGT and Newco;

25 (b) proceeding with an asset purchase, business or asset sale, or any other financing
26 arrangement of any type whatsoever between CMGT and any other person or entity without the
27 express written consent of Spehar Capital, LLC;

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PL 02890

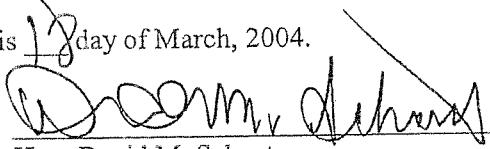
1 (c) consummating or taking any further steps toward consummating, the asset purchase
2 transaction or any other financing, capital-raising, purchase, sale or other transaction between
3 CMGT and Newco, or any other transaction of any type by CMGT whose terms do not expressly
4 acknowledge, incorporate and comply with all terms of the CMGT-Spehar agreement and this
5 judgment;

6 (d) selling, transferring, pledging or encumbering any of CMGT's assets or property, other
7 than in the ordinary course of ordinary course of CMGT's business, as CMGT's business existed
8 and operated at the commencement of this action; and

9 (e) licensing, selling, disposing of, or otherwise authorizing the use any of CMGT's
10 software by a person or entity other than CMGT, taking any action or acting in any way that
11 would diminish the value to CMGT of CMGT's software.

12 4. Releases the \$25,000 bond that Spehar Capital posted in connection with the
13 preliminary injunction that the Court entered on October 3, 2003. To allow Spehar to domesticate
14 this judgment in any other jurisdiction, the Court's preliminary injunction shall remain in full
15 force and effect until midnight on the 20th day after this judgment enters.

16 ENTERED AND ORDERED this 18 day of March, 2004.

17 
18 _____
19 Hon. David M. Schacter
20 Superior Court Judge, Los Angeles County
21
22
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27
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PL 02891

RODI, POLLOCK, PETTICK, GALBRAITH & CAHILL
A LAW CORPORATION
444 SOUTH FLOWER STREET, SUITE 1700
LOS ANGELES, CALIFORNIA 90071-2901
TELEPHONE: (213) 895-4900

PROOF OF SERVICE BY MAIL
(1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action. My business address is 444 South Flower Street, Suite 1700, Los Angeles, California 90071-2901.

On March 11, 2004, I served the foregoing document described as **JUDGMENT AND PERMANENT INJUNCTION AGAINST CMGT, INC.** on the interested parties in this action by placing true copies thereof enclosed in a sealed envelope and addressed as follows:

Louis J. Franco President and CEO CMGT, Inc. 2 S 647 White Birch Lane Wheaton, Illinois 60187	CMGT, Inc. c/o The Delaware Secretary of State Townsend Bldg. Dover, Delaware 19901
---	--

I deposited each envelope in the mail at Los Angeles, California. The envelopes were mailed with postage thereon fully prepaid.

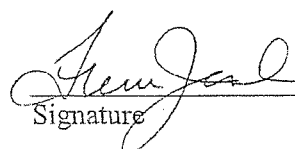
I am "readily familiar" with the firm's practice for collection and processing correspondence for mailing with the U.S. Postal Service. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

Executed at Los Angeles, California on March 11, 2004.

STATE I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

FEDERAL I declare under penalty of perjury that the foregoing is true and correct.

Fern Jenkins
Type or print name


Signature