

EXHIBIT 33

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

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

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,)
RONALD B. GIVEN, and CHARLES W.)
TRAUTNER,)

Defendants.)

No. 06 C 5486

Judge Virginia M. Kendall

AFFIDAVIT OF ROBERT GERARD SPEHAR

Robert Gerard Spehar, being first duly sworn on oath, deposes and states as follows:

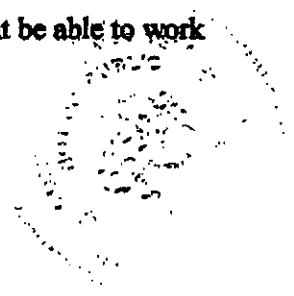
1. I am a resident of the State of California and am over twenty-one (21) years of age. I have personal knowledge of the facts set forth in this Affidavit and, if called as a witness, could and would competently testify to the matters set forth herein.

2. I have reviewed a copy of Louis J. Franco's ("Franco's") October 9, 2007 affidavit.

3. Upon reviewing Franco's affidavit, I learned, for the first time, that Franco is asserting that: (a) Trautner's investment group was willing to pay Spehar Capital, LLC ("SC") "\$250,000 or so" as a management consulting fee after CMGT and Trautner's investment group closed the "Newco" deal, (b) Franco discussed this proposal with me, but (c) I rejected it.

4. Franco's assertions are not true. He never told me about any such Trautner investment group alleged proposal and I never rejected any such proposal.

5. Franco also asserts that he and CMGT's legal counsel asked me to wait until CMGT closed the Trautner/Newco deal and told me that after that closing, CMGT might be able to work



something out to provide SC with some kind of compensation, but that I stated I was unwilling to wait and threatened to sue CMGT. Those assertions are also not true.

FURTHER AFFIANT SAYETH NAUGHT

Robert Gerard Spehar
Robert Gerard Spehar

State of California
County of Los Angeles

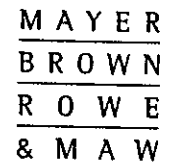
Subscribed and sworn to (or affirmed) before me
on this 10 day of JULY 2007,
by Robert Gerard Spehar
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature *Shabbir Azam*



EXHIBIT 34

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**



MEMORANDUM

August 22, 2003

FAX/E-MAIL

TO: Chuck Trautner
John Politan

FROM: Ronald B. Given

RE: CMGT/Newco Transaction

Mayer, Brown, Rowe & Maw LLP
190 South La Salle Street
Chicago, Illinois 60603-3441

Main Tel (312) 782-0600
Main Fax (312) 701-7711
www.mayerbrownrowe.com

Ronald B. Given
Direct Tel (312) 701-7382
Direct Fax (312) 706-8137
rgiven@mayerbrownrowe.com

A quick summary of where we are (Lou will provide you with any additional details that you wish). We have the votes to conclude the transaction and also believe Rob Crandall will stay with us at least for the transition. This is a remarkable achievement and a true testament of the high regard the investor group holds Lou.

We have received only two significant complaints. First, Gerry Spehar feels that his contract applies to the transaction and that Newco will have an obligation to him. Secondly, Dick Ross has disputed the capitalization table and has refused to vote on the transaction.

As a contractual matter, we believe Spehar is wrong and we have told him so. The same applies to Dick Ross. In both cases, we also believe that if either of them has a claim it is *only* against CMGT. I strongly believe there is no reason to delay the transaction based on these complaints. Both of these men have nothing to lose by rattling their swords a bit. I think that is all we are dealing with.

However, I have two refinements to the deal to protect Newco on a worst-case basis in light of these complaints. First, Newco will escrow (in the form of a holdback) the 20% of its stock that it is paying over. The purchase agreement will provide that Newco will be indemnified against third-party claims (like Spehar and Ross) and will be able to satisfy the indemnity out of the withheld stock. So, even if an amount is recovered by Spehar or Ross, you should be able to cover it by the stock was going over as the purchase price anyway. Secondly, although the purchase agreement will provide for the outright sale of the software, we will also provide for a perpetual, nonexclusive license to be granted to Newco that will cover CMGT's software and business methods. Lou has the right to grant such options without shareholder approval (as he did for Hartford); however, I believe this is the sort of discretion he was given under the proxy. With this perpetual license, even if (and remember we are dealing with a worst-case scenario here) either Spehar or Ross could somehow stop the deal or unwind it, Newco would walk away with a "breakup fee", if you will, that will include the CMGT software and business practices. Newco will already have an employment agreement with Lou Franco and CMGT will be an

Brussels Charlotte Chicago Cologne Frankfurt Houston London Los Angeles Manchester New York Palo Alto Paris Washington, D.C.
Independent Mexico City Correspondent: Jauregui, Navarrete, Nader y Rojas, S.C.

Mayer, Brown, Rowe & Maw LLP operates in combination with our associated English limited liability partnership in the offices listed above.

Chuck Trautner
John Politan
August 22, 2003
Page 2

empty shell -- the customers will follow it and the Canadians will work for anybody that pays them.

I suggest that Lou announce these deal refinements when he announces the results the vote on Monday. As I have said, these refinements are within his proxy powers and he can explain that the changes are a direct result of Gerry's and Dick's mischief. This will put further pressure on Gerry and Dick and should keep them in line. Interestingly enough, they may have actually improved the deal from Newco's perspective. With the license, if either Gerry or Dick was successful in disrupting the deal, you could walk away with the software and, most importantly, Lou Franco without making any payment to CMGT whatsoever. I know this is not something that you want to do, but circumstances may simply put it on your plate.

I believe I have now given you the strategy that can take you to closing and beyond. It's time to get going with all the paperwork (we should move quickly and not give Spehar and Ross any advantages), but we need to clear the Mayer Brown situation first. I want to differentiate myself very definitively from Spehar and Ross. I'm not simply making noises trying to get something for nothing. Out of a sense of commitment to Lou and CMGT, I have taken you to a point of success without asking for a thing. However, if Mayer Brown is to continue in our role, arrangements must be made for our payment. I am part of a partnership, and that partnership wants me to work on matters that pay.

We have accrued approximately \$235,000 in fees and expenses since the time we began work for CMGT in January of 2000. This time includes our work in connection with the Touch Speed transaction. I have sent John a PDF showing all of our time and expenses.

I suggest this. Newco will reimburse us for *all* time and expenses since July 31, 2003 (the date of the LOI) *through* closing. I will bill you for these activities on a monthly basis. You can see what we have done to date on the PDF that I have sent John. Before I proceed further, I would request reimbursement of our *prior* legal work (prior to 7/31) in the amount of \$50,000. At closing, I would request a further reimbursement for *prior* legal work (prior to 7/31) in the amount of another \$50,000. You would have no further obligation for the reimbursement of prior legal work. I will need to look to the liquidation of CMGT for any further recovery for past work. Although we would hope to be considered to do continuing legal work for Newco after the closing, we understand that you have no obligation to do that unless you and Lou choose to do that in your own discretion.

Please let me know this is acceptable.

Atts.

cc: Lou Franco

EXHIBIT 35

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Robert Carroll

From: Louman01@aol.com
Sent: Saturday, August 23, 2003 5:51 PM
To: Given, Ronald B.
Subject: CMGT/CWT Newco Issues

Ron:

Chuck called me today after he met with Robert Spaeth and Bob Este, that Chuck characterized as a very good meeting. FYI, Bob Este is a client of Spaeth Enterprises and Robert asked Bob to setup a meeting with Chuck so Robert could clear the air on some personal issues with Chuck. Bob Este was approached on a possible investment in CMGT and declined because of Dick Ross' involvement.

Chuck told me to setup a conference call between you and Robert and Melvin Spaeth so that you could explain the basis of the Newco asset purchase of CMGT deal and answer both Robert's and Melvin's questions directly. Furthermore, Chuck wants to be sure Melvin and Robert are treated fairly - Chuck mentioned he would "take care of them" personally if he had to. I reminded Chuck that there is no provision to treat Robert as a shareholder in the Newco/CMGT transaction. He also mentioned Robert told Chuck and Bob that they need to know I am an "untrustworthy and devious person" and that an example of what to expect from me is that he has personal knowledge that I "stole technology from Aon...in my senior officer capacity of Aon." I don't know where this came from, but I am concerned that Robert's comments have had an effect on Bob Este and, perhaps Chuck, as well. I am equally concerned about Robert making libelous comments about me.

FYI, I told Chuck that this is not the way this should be handled and explained how you and I are effectively managing information by answering all shareholder's questions via my letters addressed to all shareholders, not through individual correspondence. I suggested that it would be best for Chuck to teleconference with you and me re: Robert and Melvin Spaeth issues.

Chuck received my shareholder letters at his home (he returned from So. Dakota this AM) and will fax me his signed Proxy.

Chuck also mentioned a few other issues that he said he wanted to speak to you and me about "ex-cathedra" related to me and you/Mayer Brown; he referred to issues that would be "put in a group of minutes and Chuck will personally take care of these" - we need to talk through these with him. Here's a quick summary:

- * Chuck and his investors have decided they want to change the terms of my employment agreement and ownership in Newco - They do not want to offer me a 5-year employment contract and want me to agree to a 3-year employment agreement with 5% ownership based on future performance and another 5% based on further future performance. Chuck was very vague about this and kept saying that I "shouldn't worry about this, Ron will quarterback everything and work it out...". He also mentioned he was going to involve several of his 60 year old "friends" in Newco to help me run the business because they have valuable experience in these things and I will need the backup. I reminded him that the LOI and our shareholder's votes were predicated on my deal as delineated in the LOI and communicated to the shareholders and that changes at this juncture are not a good idea.
- * Chuck wants to work something out with you/MBR&M that will not "look funny", even if he has to personally "take care of it." I told him that you had sent a letter to him and that he should refer to it on this subject. He had not yet picked-up your letter from John Politan's office.
- * Chuck said he and his investors have created a "pool of capital" that will most likely be released in tranches, as had been done with their past investment, and that the group has given him the "OK" to make this deal. The group intends to fund on 9/30/2003, Chuck will be treated as any other investor and my job is to keep the CMGT boat afloat and funded until then because they will not advance any \$\$ before closing. Chuck wants me to call him if I run into any trouble keeping the company financially viable. He was concerned about the Toronto people and I told him we have that under control and expect full cooperation from Rob Crandall on a minimum 90-day transition agreement, as we have all discussed. I told him we will not make payroll this coming Friday and that we

6/16/2009

are in financial trouble now. I get the feeling he wants to help, individually, on Monday if I cannot raise additional \$\$ from other current investors. FYI, I am down to one CMGT investor who may help, Lee Rask and his offer to help is conditional on getting 2 for 1 CMGT stock and his ability to liquidate some of his own stock without taking a loss.

* Chuck intends to take care of me first by giving you the go-ahead to start paying off my credit card debts by settling each debt with a \$0.30 - \$0.40 on the dollar deal and arranging a bonus payment to me to take care of what I need to repair and put my home on the market and handle other financial needs. The group will put me in touch with "one of the best tax guys" to resolve my IRS debts.

Chuck asked that we conference at 9:30 AM CDT Monday and I told him I would touch base with you and see what your schedule will allow. If this works for you I'll let Chuck know or relay a time that does work, considering that we have the Keenan & Associates call scheduled for 10:00 AM.

Whew! Sorry for this long message - just wanted to get this to you while it was fresh!

Best regards,

Lou

Louis J. Franco, RHU
President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

voice: 630-260-9507
cell: 630-215-8193
fax: 978-389-1060

E-mail1: Louman01@aol.com
E-mail2: lfranco@cmgt.com

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CMGT, Inc. Management
=====

EXHIBIT 36

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Robert Carroll

From: Ljfranco@aol.com
Sent: Wednesday, August 27, 2003 1:16 AM
To: Dvdaltd@aol.com; KWRMD@aol.com; Richard M. Ross; Byron Hollins, Esq.; Wayne Baliga, CPA, Esq.; Kim Quarles, Esq.; William J. Donwen; Melvin Spaeth, Esq.; Robert C. Crandall, LLB; Catherine Garner; Robert D. Spaeth; drblade@infoave.net; Ron Holman; James Wong; robertspaeth@earthlink.net; Gerry Spehar; LMRask1@aol.com; FReed2315@aol.com; William W. Walker; Catherine Garner; lfranco@cmgt.com
Cc: Given, Ronald B.
Subject: LOI For "Newco" To Acquire Assets of CMGT, Inc.
Attachments: CMGT_ShareholderLetter_08-26-2003_FINAL.pdf

Dear Valued Investors and Interested Parties:

Please see my letter attached.

Regards,

Lou

Louis J. Franco, RHU
President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

tel: 630-260-9507
cell: 630-215-8193
fax: 978-389-1060

E-mail 1: lfranco@cmgt.com
E-mail 2: ljfranco@aol.com

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CMGT, Inc. Management
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CMGT, Inc.[®]

First InTouch[™]

LOUIS J. FRANCO, RHU
Chairman, President and Chief Executive Officer

August 26, 2003

TO: ALL CMGT, INC. INVESTORS AND INTERESTED PARTIES

Re: Letter of Intent For "Newco" To Acquire Assets of CMGT, Inc.

Dear Valued Investors and Interested Parties:

I am very pleased to report that the shareholders of CMGT, Inc. have responded to my August 15 letter with a decisive majority vote in favor of the Newco transaction to acquire assets of CMGT and "FOR" the 20% Newco stock purchase decision contemplated in the Letter of Intent. Thank you very much for your consideration and confidence in your management's recommendation!

As promised, the vote tally is detailed on the attached Schedule.

Regretfully, I must also advise you that I have received two specific objections to the proposed Newco transaction. First, Gerry Spehar/Spehar Capital has claimed that he is entitled to compensation as a result of the Newco transaction under a contract he has with CMGT, Inc. Your management and legal counsel strongly disagree with this contention. Unfortunately, our numerous conversations with Gerry on this topic have not been productive. Secondly, Dick Ross/CC-1 Ltd. Partnership has challenged the validity of the capitalization schedule attached to my August 15th letter and refused to submit his vote. As you know, we believe the capitalization schedule used for this voting is absolutely appropriate and fair to everyone.

The Spehar/Ross/CC-1 claims should not be allowed to delay or in any way hinder the proposed transaction. Even if their claims were deemed to have merit, the appropriate venue for the resolution of those claims will be in the winding up of CMGT, Inc. That is not before us today.

Nonetheless, because of the existence of these claims, Newco will require indemnification and an escrow of the shares to assure indemnification obligations can be satisfied. Also, to protect against any threat to break-up the transaction after it is consummated, Newco will require an independent license to CMGT, Inc.'s software that would survive any break-up of the transaction.

These are commercially reasonable requirements that are within the scope of my own authority and the Letter of Intent, and we could expect the same requirements from any buyer under the circumstances. Although I am disappointed (disappointment that I know you share), I am confident that any claims against the transaction will not succeed and, as a practical matter, the only substantive effect we will be facing is additional documentation complexity and a delay in the winding up of CMGT, Inc. until such time as the escrow is released.

Letter To CMGT, Inc. Investors
August 26, 2003
Page 2 of 3

We have satisfied the notice and voting requirements to consummate the Newco transaction and have provided answers to shareholders' questions in my letters to you. I'm now putting my full efforts into the completion of definitive documentation and meeting our target closing date of September 30th.

I will keep you posted.

Very truly yours,



Louis J. Franco, RHU

Attachment: (1) Shareholder Vote Tally Schedule

Cc: Ronald B. Given, Esq., Mayer, Brown, Rowe & Maw, Chicago

Letter To CMGT, Inc. Investors, August 26, 2003
Page 3 of 3

ACTUAL SHAREHOLDER VOTE SUMMARY as of 8/26/2003

	INVESTORS' VOTE TALLY			
	# Shares Held	"FOR" \$500K Cash	"FOR" 20% Newco Stock	No Vote
CASH INVESTORS				
Baliga, Wayne	211,009.49	0.00	211,009.49	0.00
Carroll, Leonard	52,292.86	0.00	52,292.86	0.00
CC-1 Partnership	219,000.00	0.00	0.00	219,000.00
Donwen, William	13,761.00	0.00	13,761.00	0.00
Garner, Catherine	50,000.00	0.00	50,000.00	50,000.00
Hollins, Byron & Jan	129,052.25	0.00	129,052.25	0.00
Holman, Ron & Linda	91,745.00	0.00	0.00	91,745.00
Quarles, Kim & Rob	22,936.00	0.00	22,936.00	0.00
Rask, Lee	91,743.12	0.00	91,743.12	0.00
Reed-Egley Partnership	50,459.00	0.00	50,459.00	0.00
Regan, Kevin	22,936.00	0.00	22,936.00	0.00
Ross, John	45,872.00	0.00	45,872.00	0.00
Ross, Richard	113,761.00	0.00	0.00	113,761.00
Spaeth, Melvin	9,176.00	0.00	0.00	9,176.00
Trautner, Charles	146,790.72	0.00	146,790.72	0.00
Wong, Celia & Jim	22,935.31	0.00	22,935.31	0.00
TOTAL SHARES	1,293,469.75	0.00	859,787.75	433,682.00
Total Cash Investors # Shares Needed For Majority (51%)	659,669.57		66%	34%

	MANAGEMENTS' VOTE TALLY			
	# Shares Held	"FOR" \$500K Cash	"FOR" 20% Newco Stock	No Vote
MANAGEMENT				
Crandall, Rob	100,000.00	0.00	100,000.00	0.00
DiBenedetto, Debbie	185,000.00	0.00	185,000.00	0.00
Franco, Lou	255,000.00	0.00	255,000.00	0.00
Jackson, Craig	100,000.00	0.00	0.00	100,000.00
Walker, Bill	190,000.00	0.00	190,000.00	0.00
TOTAL SHARES	830,000.00	0.00	730,000.00	100,000.00
Total Management # Shares Needed For Majority (51%)	423,300.00		88%	12%
GRAND TOTAL - ALL SHAREHOLDERS	2,123,469.75	0.00	2,342,724.60	533,682.00
Total All Shareholders # Shares Needed For Majority (51%)	1,082,969.57		75%	25%

EXHIBIT 37

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Robert Carroll

From: lfranco [lfranco@cmgt.com]
Sent: Tuesday, August 26, 2003 12:42 AM
To: Given, Ronald B.
Subject: CMGT Shareholder Letter
Attachments: SharehoderVoteDRAFTLetterRBG_LJFrev08-25-2003.doc; CMGT_ShareholderLetter_08-26-2003_DRAFT.doc

Ron:

Thanks for drafting the shareholder letter. Attached is your draft with some revisions I thought would be appropriate for your review & comment. Also attached is the same version on my letterhead and with the shareholder vote tally schedule attached so we can discuss tomorrow before I send it out. I am still trying to reach Catherine Garner because I believe we can get her vote "FOR" the 20% option, if I can get in contact with her before this goes out.

Regards,

Lou

Louis J. Franco, RHU
President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

voice: 630-260-9507
cell: 630-215-8193
fax: 978-389-1060

E-mail: lfranco@cmgt.com

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CMGT, Inc. Management
=====

[Use the same lead-in, re line and salutation as in the August 15 letter]

I am very pleased to report that the shareholders of CMGT, Inc. have responded to my August 15 letter with a decisive majority vote in favor of the Newco transaction to acquire assets of CMGT and "FOR" the 20% Newco stock purchase decision contemplated in the Letter of Intent. Thank you very much for your consideration and confidence in your management's recommendation!

As promised, the vote tally is detailed on the attached Schedule.

Regretfully, I must also advise you that I have received two specific objections to the proposed Newco transaction. First, Gerry Spehar/Spehar Capital has claimed that he is entitled to compensation as a result of the Newco transaction under a contract he has with CMGT, Inc. Your management and legal counsel strongly disagree with this contention. Unfortunately, our numerous conversations with Gerry on this topic have not been productive. Secondly, Dick Ross/CC-1 Ltd. Partnership has challenged the validity of the capitalization schedule attached to my August 15th letter and refused to submit his vote. As you know, we believe the capitalization schedule used for this voting is absolutely appropriate and fair to everyone.

The Spehar/Ross/CC-1 claims should not be allowed to delay or in any way hinder the proposed transaction. Even if their claims were deemed to have merit, the appropriate venue for the resolution of those claims will be in the winding up of CMGT, Inc. That is not before us today.

Nonetheless, because of the existence of these claims, Newco will require indemnification and an escrow of the shares to assure indemnification obligations can be satisfied. Also, to protect against any threat to break-up the transaction after it is consummated, Newco will require an independent license to CMGT, Inc.'s software that would survive any break-up of the transaction.

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We have satisfied the notice and voting requirements to consummate the Newco transaction and have provided answers to shareholder's questions in my letters to you all. I'm now putting my full efforts into the completion of definitive documentation and meeting our target closing date of September 30th.

I will keep you posted.

LOUIS J. FRANCO, RHU
Chairman, President and Chief Executive Officer

August 26, 2003

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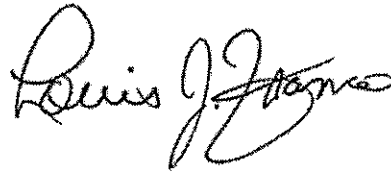
Letter To CMGT, Inc. Investors
August 26, 2003
Page 2 of 3

DRAFT FOR DISCUSSION

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I will keep you posted.

Very truly yours,



Louis J. Franco, RHU

Attachment: (1) Shareholder Vote Tally Schedule

Cc: Ronald B. Given, Esq., Mayer, Brown, Rowe & Maw, Chicago

DRAFT FOR DISCUSSION

Letter To CMGT, Inc. Investors, August 26, 2003
Page 3 of 3

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Carroll, Leonard	52,292.86	0.00	52,292.86	0.00
CC-1 Partnership	219,000.00	0.00	0.00	219,000.00
Donwen, William	13,761.00	0.00	13,761.00	0.00
Garner, Catherine	50,000.00	0.00	0.00	50,000.00
Hollins, Byron & Jan	129,052.25	0.00	129,052.25	0.00
Holman, Ron & Linda	91,745.00	0.00	0.00	91,745.00
Quarles, Kim & Rob	22,936.00	0.00	22,936.00	0.00
Rask, Lee	91,743.12	0.00	91,743.12	0.00
Reed-Egley Partnership	50,459.00	0.00	0.00	0.00
Regan, Kevin	22,936.00	0.00	22,936.00	0.00
Ross, John	45,872.00	0.00	45,872.00	0.00
Ross, Richard	113,761.00	0.00	0.00	113,761.00
Spaeth, Melvin	9,176.00	0.00	0.00	9,176.00
Trautner, Charles	146,790.72	0.00	146,790.72	0.00
Wong, Celja & Jim	22,935.31	0.00	22,935.31	0.00
TOTAL SHARES	1,293,469.75	0.00	809,787.75	483,682.00
Total Cash Investors # Shares Needed For Majority (51%)	659,669.57		63%	37%

MANAGEMENT

	# Shares Held	MANAGEMENTS' VOTE TALLY		
		"FOR" \$500K Cash	"FOR" 20% Newco Stock	No Vote
Grandall, Rob	100,000.00	0.00	100,000.00	0.00
DiBenedetto, Debbie	185,000.00	0.00	185,000.00	0.00
Franco, Lou	255,000.00	0.00	255,000.00	0.00
Jackson, Craig	100,000.00	0.00	0.00	100,000.00
Walker, Bill	190,000.00	0.00	190,000.00	0.00
TOTAL SHARES	830,000.00	0.00	730,000.00	100,000.00
Total Management # Shares Needed For Majority (51%)	423,300.00		88%	12%
GRAND TOTAL - ALL SHAREHOLDERS	2,123,469.75	0.00	1,539,787.75	583,682.00
Total All Shareholders # Shares Needed For Majority (51%)	1,082,969.57		73%	27%

EXHIBIT 38

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Subject: CMGT LOI
Date: Fri, 29 Aug 2003 16:42:22 -0700 (PDT)
From: garrett furuichi <gar905@yahoo.com>
To: gspehar1@earthlink.net
CC: abw@saturnnet.com

Here is the note you requested. We are very interested in this opportunity. We are just unable to coordinate everyones schedules with the Holiday and timezone differences. Hopefully, we will be able to discuss this with all parties over the long weekend. I will commit to you to have a signed LOI on Tuesday September 2 if not sooner.

Do you Yahoo!?

Yahoo! SiteBuilder - Free, easy-to-use web site design software
<http://sitebuilder.yahoo.com>

EXHIBIT 39

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Subject: Spehar trigger
Date: Sun, 31 Aug 2003 00:23:33 -0700
From: Gerry Spehar <gspehar1@earthlink.net>
To: "Franco, Lou" <Louman01@aol.com>
CC: "Given, Esq., Ronald B." <rgiven@mayerbrownrowe.com>

Lou,

I was pleased to receive your August 26, 2003 Letter to CMGT investors and interested parties in which you documented CMGT's "decisive majority vote in favor of the Newco transaction" to acquire CMGT's assets in exchange for 20% Newco stock and \$2.5 million in funding for Newco. You further stated that "we have satisfied the notice and voting requirements to consummate the Newco transaction", and that you are now putting your "full efforts into the completion of definitive documentation and meeting our target closing date of September 30th".

By virtue of the above, this Newco transaction now fully qualifies as an "Accepted Commitment for a minimum of \$1,000,000.00 Accepted Capital" under COMPENSATION, p. 3, 1(b)(i) of Spehar Capital's September 30, 2002 contract with CMGT. Therefore, please be advised that both CMGT and Newco are now obligated to Spehar Capital for several elements of Compensation that are triggered not upon completion of a capital transaction, but "[a]t such time as CMGT receives and accepts a Term Sheet or other commitment from an investor(s)." Specifically:

1. CMGT/Newco now owes Spehar Capital 6%-10% of the total common shares and share equivalents issued to shareholders, see p. 3, 1(b)(i) and 1(b)(ii);
2. CMGT's Agreement with Spehar Capital has now converted to "an exclusive agreement under all the same terms and conditions", see p. 3, 1(b)(i); and
3. Spehar Capital now has "an exclusive right of first refusal to any future debt and/or equity financing, sale merger or acquisition, including an IPO." see p. 3, 1(b)(i).

Spehar Capital is entitled to a success fee and other fees and benefits because CMGT authorized Spehar Capital to enter into discussions and exchange information with Chuck Trautner who is heading the the Newco asset-purchase deal, and Spehar Capital did discuss and exchange information about CMGT with Chuck Trautner on several occasions during the term of our contract.

Both CMGT and Newco are obligated because our Agreement requires any asset-purchase agreement to make the Agreement an obligation of the purchaser: "In the event that Accepted Capital, as defined herein, is used to fund a successor company to CMGT, all of the terms of this agreement shall apply to such successor company and this Agreement shall be made an obligation of such successor company under the terms of any asset purchase agreement with such successor company."

I look forward to helping CMGT close this or any other funding transaction in the near future, Lou, and I am pleased to be working with you on an exclusive basis going forward.

Best regards,

Gerry Spehar
Spehar Capital, LLC

PL 05969

EXHIBIT 40

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Robert Carroll

From: Louman01@aol.com
Sent: Sunday, August 31, 2003 8:00 AM
To: Given, Ronald B.
Subject: Fwd: Spehar trigger
Attachments: Spehar trigger

Ron:

I just received this from Gerry - he's contending he's now in on the Newco/CMGT deal!

Sounds like he is getting some bad advice, however, should we respond in a legal fashion (i.e. terminate his contract...)?

Regards,

Lou

Louis J. Franco; RHU
President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

voice: 630-260-9507
cell: 630-215-8193
fax: 978-389-1060

E-mail1: Louman01@aol.com
E-mail2: lfranco@cmgt.com

=====
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CMGT, Inc. Management
=====

Robert Carroll

From: Gerry Spehar [gspehar1@earthlink.net]
Sent: Sunday, August 31, 2003 2:24 AM
To: Franco, Lou
Cc: Given, Ronald B.
Subject: Spehar trigger

Lou,

I was pleased to receive your August 26, 2003 Letter to CMGT investors and interested parties in which you documented CMGT's "decisive majority vote in favor of the Newco transaction" to acquire CMGT's assets in exchange for 20% Newco stock and \$2.5 million in funding for Newco. You further stated that "we have satisfied the notice and voting requirements to consummate the Newco transaction", and that you are now putting your "full efforts into the completion of definitive documentation and meeting our target closing date of September 30th".

By virtue of the above, this Newco transaction now fully qualifies as an "Accepted Commitment for a minimum of \$1,000,000.00 Accepted Capital" under **COMPENSATION**, p. 3, 1(b)(i) of Spehar Capital's September 30, 2002 contract with CMGT. Therefore, please be advised that both CMGT and Newco are now obligated to Spehar Capital for several elements of Compensation that are triggered not upon completion of a capital transaction, but "[a]t such time as CMGT receives and accepts a Term Sheet or other commitment from an investor(s)." Specifically:

1. CMGT/Newco now owes Spehar Capital 6%-10% of the total common shares and share equivalents issued to shareholders, see p. 3, 1(b)(i) and 1(b)(ii);
2. CMGT's Agreement with Spehar Capital has now converted to "an exclusive agreement under all the same terms and conditions", see p. 3, 1(b)(i); and
3. Spehar Capital now has "an exclusive right of first refusal to any future debt and/or equity financing, sale merger or acquisition, including an IPO." see p. 3, 1(b)(i).

Spehar Capital is entitled to a success fee and other fees and benefits because CMGT authorized Spehar Capital to enter into discussions and exchange information with Chuck Trautner who is heading the the Newco asset-purchase deal, and Spehar Capital did discuss and exchange information about CMGT with Chuck Trautner on several occasions during the term of our contract.

Both CMGT and Newco are obligated because our Agreement requires any asset-purchase agreement to make the Agreement an obligation of the purchaser: "In the event that Accepted Capital, as defined herein, is used to fund a successor company to CMGT, all of the terms of this agreement shall apply to such successor company and this Agreement shall be made an obligation of such successor company under the terms of any asset purchase agreement with such successor company."

I look forward to helping CMGT close this or any other funding transaction in the near future, Lou, and I am pleased to be working with you on an exclusive basis going forward.

Best regards,

Gerry Spehar
Spehar Capital, LLC

6/16/2009

EXHIBIT 41

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Robert Carroll

From: Louman01@aol.com
Sent: Sunday, August 31, 2003 8:10 AM
To: wbaliga@yahoo.com; James Wong,CPA
Cc: Given, Ronald B.
Subject: Fwd: Spehar trigger
Attachments: Re: Fwd: Spehar trigger

Wayne & Jim:

FYI from Ron re: Gerry's "notice".

Regards,

Lou

Louis J. Franco, RHU
President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

voice: 630-260-9507
cell: 630-215-8193
fax: 978-389-1060

E-mail1: Louman01@aol.com
E-mail2: lfranco@cmgt.com

=====
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CMGT, Inc. Management
=====

Robert Carroll

From: Given, Ronald B.
Sent: Sunday, August 31, 2003 8:03 AM
To: Louman01@aol.com
Subject: Re: Fwd: Spehar trigger

This is nothing new. I would ignore it. Do share it with Wayne and Jim, though. I hope Chuck calls soon.
Ronald B. Given

Mayer, Brown, Rowe & Maw LLP
190 S. LaSalle Street
Suite 3132
Chicago, IL 60603-3441
Phone: (312) 701-7382
Fax: (312) 706-8137
Cell: (312) 286-5252
Res.: (312) 431-9952
Email: <<<mailto:rgiven@mayerbrownrowe.com>>>

Assistant to Ronald B. Given:

Evajeane T. Bugajski
Phone: (312) 701-7632
Email: <<<mailto:ebugajski@mayerbrownrowe.com>>>

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

From: Louman01@aol.com <Louman01@aol.com>
To: Given, Ronald B. <RGiven@mayerbrownrowe.com>
Sent: Sun Aug 31 07:59:45 2003
Subject: Fwd: Spehar trigger

Ron:

I just received this from Gerry - he's contending he's now in on the Newco/CMGT deal!

Sounds like he is getting some bad advice, however, should we respond in a legal fashion (i.e. terminate his contract...)?

Regards,

Lou

Louis J. Franco, RHU
President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

voice: 630-260-9507
cell: 630-215-8193
fax: 978-389-1060

E-mail: Louman01@aol.com

6/16/2009

E-mail2: lfranco@cmgt.com

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CMGT, Inc. Management

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EXHIBIT 42

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Robert Carroll

From: Louman01@aol.com
Sent: Monday, September 01, 2003 8:01 PM
To: Given, Ronald B.
Subject: Draft Docs for CWT Investor Group [2]
Attachments: RCC_CLJ_150kOK_08-21-2003E-mail.ZIP

Part 2 attachments...

Regards,

Lou

CMGT, INC.® SUMMARY OF POTENTIAL CORPORATE LIABILITIES

As of 09-01-2003 - All issues subject to legal opinion of Mayer, Brown, Rowe & Maw (Legal counsel for CMGT, Inc.)

Issue(s)	Curative Action(s)	\$\$ Value	Considerations/Comments
<p>1</p> <ul style="list-style-type: none"> ▪ Catherine H. Garner Separation & Consulting Agreement <ol style="list-style-type: none"> 1. Contractual issues 2. Past breach of contract & fraudulent actions 	<ul style="list-style-type: none"> ▪ Offered settlement terms of 50,000 shares of common stock (no cash/no other terms) and secure release & waiver of all claims against CMGT 	Stock	<ul style="list-style-type: none"> ▪ CHG has agreed/signed to 50,000 shares & release/waiver of claims against CMGT re: Lyric funding
<p>2</p> <ul style="list-style-type: none"> ▪ Richard M. Ross Separation & Consulting Agreement & CC-1 Partnership Agreement 	<ul style="list-style-type: none"> ▪ Offer settlement terms per Agreement letters to R. M. Ross & CC-1 Partnership (preferred stock & common stock warrants + \$5,000/mo. for 24 mos. to R. M. Ross; and 219,000 shares preferred stock to CC-1) ▪ Secure release & waiver of all claims against CMGT 	Stock + \$120,000 (5,000 per mo. for 24 mos.)	<ul style="list-style-type: none"> ▪ R. M. Ross and CC-1 Partnership agreed/signed agreement/waiver of claims against CMGT re: Lyric funding on 10-25-2001 – RMR now claims these agreements are null & void because they pertain only to a previous CMGT funding offer ▪ R.M. Ross agreement = \$5,000/mo. for 24 mos. post-funding, plus 2 yr. Warrants to purchase 100,000 shares common stock, plus 100,000 shares preferred stock ▪ CC-1 agreement = 219,000 shares preferred stock
<p>3</p> <ul style="list-style-type: none"> ▪ Touch Speed Technology, Inc. Purchase Agreement: <ol style="list-style-type: none"> 1. Stock to Messers. Jackson & Crandall 2. CMGT missed \$200,000 payment due 8/2000 & \$250,000 payment due 7/2001 plus interest & penalties 3. Balance of \$450,000 Payments to Messers. Jackson & Crandall 	<ul style="list-style-type: none"> ▪ Stock & \$\$ subj. to financier approval – Management suggests structure a final settlement of all monies owed RCC & CLJ equal to one-time cash payment of \$150,000 (\$75,000 each), subj. to RCC continued consulting agreement/ no breach actions / RCC & CLJ release & waiver of all claims; ▪ Mitigate stock/\$\$ terms owed with OPAL report substantiating T/S software not fully functional at time of closing & material breach actions by Craig that damaged Company & mitigated funding efforts ▪ Secure release & waiver of all claims against CMGT 	< \$450,000 + Stock	<ul style="list-style-type: none"> ▪ R. Crandall indicated via E-mail that a final settlement of \$150,000 to be split between RCC & CLJ is acceptable to them in settlement of all monies owed them ▪ C. Jackson has indicated they will agree to \$75,000 each, plus stock, plus balance of \$\$ owed over time ▪ Messers. Jackson & Crandall have previously demanded immediate issuance of stock & payment of principal, interest, penalties ▪ C. Jackson voluntarily terminated his relationship with CMGT in August 2001 by walking off the job

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CMGT, INC.® SUMMARY OF POTENTIAL CORPORATE LIABILITIES

As of 09-01-2003 - All issues subject to legal opinion of Mayer, Brown, Rowe & Maw (Legal counsel for CMGT, Inc.)

Issue(s)	Curative Action(s)	Meritless claim	\$ Value	Considerations/Comments
<ul style="list-style-type: none"> ▪ Web Barth/CareManagement.com, Inc. ▪ Letter Agreement 	<ul style="list-style-type: none"> ▪ Negotiate settlement comprised of \$ paid out over 24 months, post-funding & marketing/sales consulting ▪ Grant 50,000 shares, subject to secured release & waiver of all claims against CMGT 	Meritless claim		<ul style="list-style-type: none"> ▪ Letter Agreement made between R. Ross & W. Barth, based on rights to LTC product that never happened ▪ Saviar/Spaeth Agreement terminated by CMGT for non-performance, misrepresentation & damage to CMGT ▪ R. Spaeth has not agreed to proposed stock redistribution or waiver of claim(s) agreed to by all other CMGT shareholders (4/11/2001 letter) ▪ R. Spaeth represents his father, a CMGT shareholder
<p>4</p> <ul style="list-style-type: none"> ▪ SEI Agreement/Robert Spaeth 1. SEI Agreement superceded by Saviar/SEI Agreement – then terminated when CMGT terminated Saviar/SEI 2. RMR promised Robert Spaeth reimbursement of expenses & 50,000 shares CMGT stock – Lyric terms showed 50,000 shares for R. Spaeth 	<ul style="list-style-type: none"> ▪ No legal action initiated ▪ Likelihood of settlement is high if legal action taken against CMGT 	Meritless claim		<ul style="list-style-type: none"> ▪ MBR&M and Management agree there is no basis for a claim ▪ G. Spehar has indicated he will take legal action to enforce his contract based on his previous introductions to/discussions with Chuck Trautner & various investors
<p>5</p> <ul style="list-style-type: none"> ▪ Spehar Capital Agreement/Gerry Spehar 1. Claim that CWT Investor Group offer to fund CMGT is included in CMGT/Spehar Capital Agreement 	<ul style="list-style-type: none"> ▪ Reimbursements to be made to Mgl. Team promised by CMGT, Inc. 	Approx. \$210,000		<ul style="list-style-type: none"> ▪ Subj. to substantiation/expense reports post-funding
<p>6</p> <ul style="list-style-type: none"> ▪ Reimbursement of Management Team Pre-Operating Expenses: <ol style="list-style-type: none"> 1. L. Franco - \$180,000 2. Craig Jackson - \$30,000 3. Rob Crandall - \$2,500 ▪ Zolendek, Strassels, Green & Freed PC <ol style="list-style-type: none"> 1. \$30,000 services/consulting fees 	<ul style="list-style-type: none"> ▪ Offer to pay reduced amount due to questionable billings re: consulting services and unprofessional accounting services rendered. ▪ Terminate all contracts & secure release & waiver of all claims against CMGT ▪ No action required 	Meritless claim		<ul style="list-style-type: none"> ▪ RMR hired Zolendek and signed agreements without authorization ▪ Zolendek Balance Sheet & Financials produced are questionable/unprofessional work product; Zolendek 'consulting services' unsubstantiated – no work product ▪ Legal services agreed to by RMR without authorization re: So. African business deals – no work product delivered
<p>7</p> <ul style="list-style-type: none"> ▪ Gammage & Burnham Invoices 		Meritless claim		

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CMGT, INC.® SUMMARY OF POTENTIAL CORPORATE LIABILITIES

As of 09-01-2003 - All issues subject to legal opinion of Mayer, Brown, Rowe & Maw (Legal counsel for CMGT, Inc.)

Issue(s)	Curative Action(s)	\$\$ Value	Considerations/Comments
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Substantive Potential Claims/Litigation Issues - Degree of Risk			
1	<p>Saviar/SEI Agreement – <i>Low</i></p> <ul style="list-style-type: none"> Total non-performance & serious misrepresentation issues that damaged CMGT. 	None required	Meritless claim
2	<p>Spehar Capital Agreement – <i>High</i></p> <ul style="list-style-type: none"> Claim that CWT Investor Group offer to fund CMGT is included in CMGT/Spehar Capital Agreement 	None required	Meritless claim
3	<p>CMGT Expired Note(s):</p> <ul style="list-style-type: none"> Ron & Linda Holman (\$100,000) plus add'l stock- <i>High if not repaid; Very Low if repaid</i> Other shareholders if Holman's are paid – <i>Very Low</i> 	<ul style="list-style-type: none"> Re: Holmans: CWT Investor Group asset purchase-based LOI makes no provision for assumption of any CMGT liabilities Re: other shareholders – None Required 	TBD

N.B.: All issues subject to legal opinion of Mayer, Brown, Rowe & Maw (Legal counsel for CMGT, Inc.)

Subj: **How is the negotiation progressing?**
Date: 8/21/2003 7:32:37 AM Central Daylight Time
From: tspeed@cogeco.ca
To: Louman01@aol.com

Hi Lou - any changes since last Friday? Craig and family came over for a bbq on Sunday and we had a quick talk that confirmed what I had speculated on Friday. A cash settlement ~150k US split between us to resolve all past claims I think would do it at this point.

Cheers, Rob.

Subj: **A Scan of my 150,000 share certificate**
Date: 8/27/2003 8:01:31 AM Central Daylight Time
From: tspeed@cogeco.ca
To: Louman01@aol.com
CC: craigjackson21@aol.com, jackson1956@rogers.com

Lou - Just received your latest letter re the Trautner deal.

When Craig and I sold Touch Speed to CMGT in April of 2000 we each received certificates for 150,000 shares in CareManagement.com, Inc., the predecessor to CMGT. I have attached a scan of my certificate for you to verify.

In July of 2000 we signed the Capitalization Agreement in which we gave up our call option on Richard Ross's 1.25 million shares in return for an additional 250,000 shares each. I can forward you the agreement and capitalization schedule as sent to me by Ron Given at the time if you need it for your records.

As a result, your shareholder vote summary incorrectly shows us each at 100,000 shares each instead of the 400,000 each that it should. Please update your records accordingly.

I am also reviewing my records to calculate the amounts still owed us under the original Stock Purchase Transaction, Capitalization Agreement, employment contracts, and out of pocket expenses so that Craig and I can substantiate our claim against the remaining assets of CMGT. Our position is complicated by the fact that we are simultaneously shareholders, creditors and employees of the company and have substantial claims in all three categories.

My tallies so far are:

- i. Of the original \$597,166.22 closing price a grand total of \$203,741.65 has been paid (assuming all subsequent payments are credited to capital) leaving \$203,741.65 unpaid. Penalties and interest under the Capitalization Agreement to end of September 2003 amount to \$583,695.38.
- ii. RCC has worked for continuously CMGT from August 2000 (salary start date) to now by living off his savings, borrowings and what random payments came in from CMGT. He should have been paid \$380,000 during this period (120k p.a.).
- iii. CJ worked continuously from August 2000 to August 2001 inclusive. He should have been paid \$162,500 during this period. Craig was entitled to car payments under his employment contract and he did indeed receive these for at least a limited period.
- iv. RCC has incurred and been fully repaid \$12,600 Cdn in out of pocket expenses since the closing. CJ incurred \$30k to \$50k (my guesstimate) in out of pocket expenses as an employee and was never paid back.

In order to work out a fair and equitable settlement amongst the creditors and shareholders of CMGT we need everyone to work out their own claims in a comparable fashion. Once we see the types and magnitudes of the various claims we will be in a position to weight the various categories fairly and work out a final "adjusted" schedule of % entitlements to the NewCo stock. I would discount cash paid for 'shares / out of pocket expenses' at a different rate than 'unpaid salary for full time work' versus 'unpaid salary for availability but intermittent work' versus 'professional services' vs 'unpaid principal on original transaction' vs 'interest and penalties on original transaction'. Doubtless you can think of more categories too. We need to create a master spreadsheet with all the claimants and all the amounts in the various categories. Then we can try out various weighting schemes and see what looks fair in the final analysis.

Cheers, Rob.

EXHIBIT 43

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Robert Carroll

From: lfranco [lfranco@cmgt.com]
Sent: Tuesday, September 02, 2003 9:59 PM
To: Peter Bentz
Cc: Given, Ronald B.
Subject: CMGT, Inc. Investment/CWT Group Due Diligence Activities
Attachments: CMGT_ShareholderLetter_08-07-2003_LJFfinal.pdf; CMGT_ShareholderLetter_08-15-2003_FINAL.pdf; ActualShareholderVoteAnalysis_08-27-2003.pdf; CMGT SummaryOfCorporateLiabilities_09-01-2003.pdf

Peter:

Pardon the delay in sending you additional information. I am sending you several E-mails due to the size of certain files, this being the first with the following attachments:

- 1) Copy of my August 7, 2003 shareholder letter re: Letter of Intent For "Newco" To Acquire Assets of CMGT (PDF)
- 2) Copy of my August 15, 2003 shareholder letter re: Letter of Intent For "Newco" To Acquire Assets of CMGT (PDF)
- 3) Spreadsheet showing results of CMGT shareholder voting as of August 27, 2003 re: Letter of Intent For "Newco" To Acquire Assets of CMGT (PDF)
- 4) CMGT Summary Of Potential Liabilities (Word/Office 2000 Doc) *Note: Not listed here are cumulative billings from Mayer, Brown, Rowe & Maw for legal services and Wong & Knowles for accounting and finance services rendered to CMGT that have been deferred by these firms until CMGT was funded.*

Regards,

Lou

Louis J. Franco, RHU
 President & CEO
 CMGT, Inc.
 2 S 647 White Birch Lane
 Wheaton, IL 60187

voice: 630-260-9507
 cell: 630-215-8193
 fax: 978-389-1060

E-mail: lfranco@cmgt.com

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CMGT, Inc. Management

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CMGT, Inc.®

First InTouch™

LOUIS J. FRANCO, RHU
Chairman, President and Chief Executive Officer

August 7, 2003

TO: ALL CMGT, INC. INVESTORS AND INTERESTED PARTIES

Re: Letter of Intent For "Newco" To Acquire Assets of CMGT, Inc.

Dear Valued Investors and Interested Parties:

I would first like to take this opportunity to reiterate my deep appreciation for all of our investors, individually and collectively, for your continued interest, trust and financial support of our Company during these past extremely tough economic times, limited capital markets and continued urgent state of securing financing for our Company. Our business and personal relationships mean the world to me and are essentially all that I have left today.

The purpose of this letter is to provide you with information about the attached Letter of Intent, dated July 31, 2003, that the Company has signed with a group of Scottsdale, AZ-based private investors, represented by one of our current shareholders, Mr. Charles W. ("Chuck") Trautner. The investor group has secured commitments for an initial capitalization structure of \$2.5 million to fund the proposed transaction. The LOI outlines the general business terms under which "Newco" proposes to acquire certain assets of CMGT, Inc. ("Oldco"). Although I encourage you and your advisors to carefully read the LOI on your own, here's a quick summary of the significant proposed purchase agreement terms:

- ❖ The proposal contemplates that Oldco would, in exchange for the sale to Newco of substantially all of Oldco's assets of value, receive:
 - (a) Unregistered shares in Newco that will constitute a minority position of 20% of Newco's capital stock at closing; or
 - (b) If the majority of Oldco's shareholders so elect, a sum certain of \$500,000 in cash. This cash election must be made by August 15, 2003.
- ❖ A commitment will be secured from Newco's investor group agreeing that Oldco's shares of Newco's stock will be subject to tag along and drag along rights and obligations in the event that Newco's investor group sells their own shares in a block transaction or in the event that Newco engages in an IPO.
- ❖ Newco would assume none of the liabilities of Oldco other than obligations arising after the closing under purchased client contracts.
- ❖ The parties have until September 30, 2003 to close the transaction. Other than pending prospects, the Company will deal with Newco on an exclusive basis until that time.
- ❖ Completion of the transaction is subject to a number of conditions, including approval by at least a majority of the Company's shareholders. It is contemplated that I will enter into an employment agreement with Newco that will include an equity position. Transition provisions will be made for

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Letter To CMGT, Inc. Investors
August 7, 2003
Page 2 of 2

the services of the Company's Toronto staff and its accountants, and payments will be made to the Company's lawyers to assure their continued services. There will be no deal unless these conditions are met.

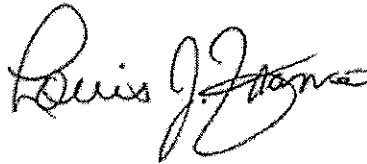
Your management and the Company's legal counsel have reviewed the terms of this LOI and determined it represents a bona fide tender offer and that the bidder has the ability to follow through with the offer.

As mentioned in the LOI, notwithstanding our Herculean efforts during the past three+ years, the fact of the matter is that CMGT, Inc. has been unable to secure the funding required for its successful operation and can be expected to fail within the very near future without funding. The simple bottom line is that neither you nor I can continue with the status quo.

While the terms presented by the LOI are not ideal, they compare favorably to other proposals we have received and, given the current state of affairs, I believe this is a deal we should and must do. There are no alternatives.

I will attempt to contact each of you to respond to any questions that you might have about this LOI. I will also be in touch with all of you very shortly by letter regarding necessary shareholder acknowledgments and decisions, including the "cash" or "stock" decision we must make by August 15th. Meanwhile, please feel free to directly contact me directly at any time.

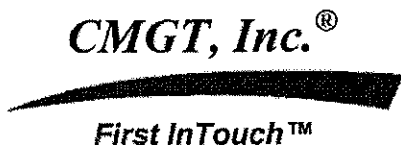
Very truly yours,



Louis J. Franco, RHU

Attachment: (July 31, 2003 Letter Of Intent)

Cc: Ronald B. Given, Esq., Mayer, Brown, Rowe & Maw, Chicago



LOUIS J. FRANCO, RHU
Chairman, President and Chief Executive Officer

August 15, 2003

TO: ALL CMGT, INC. INVESTORS AND INTERESTED PARTIES

Re: Letter of Intent For "Newco" To Acquire Assets of CMGT, Inc.

Dear Valued Investors and Interested Parties:

I am writing this letter to respectfully request that the shareholders of CMGT, Inc. approve the transaction contemplated by the attached letter of intent, select the stock purchase price option (Section 2(a)(ii)), and authorize me to complete definitive documentation on behalf of CMGT and close the deal (the "Proposed Transaction"). For your convenience, I have also attached a copy of my first letter to you which summarized the Proposed Transaction.

I have attempted to personally discuss the Proposed Transaction with each of you. I apologize if we have not been able to personally communicate. I will also use this letter to address with all of you the questions that some of you have asked me about the Proposed Transaction.

The funding process for CMGT has been excruciating for all of us, and I am very sorry that even by doing my best I have not been able to deliver better results sooner. I believe that none of us can afford to let the process continue any further. My work on behalf of CMGT and you has resulted in close to \$40,000 of tax penalties being assessed against me and over \$100,000 of my credit card obligations being put in an active collection process by various issuers. In addition to devoting over three years of my life to CMGT, I have personally advanced over \$150,000 of my own money keeping CMGT afloat. I have been blessed to have some help from my dear family and friends to somewhat mitigate the financial burden, however, no matter what, after CMGT my family and I are starting over from scratch.

I'm not asking for sympathy. I just want you to know that I have been as devoted to CMGT as you. What I do request from you now is your support for the Proposed Transaction.

It is very important to recognize that the Proposed Transaction will take place at the *corporate* level. It is a purchase by Newco of CMGT assets from CMGT, not the shareholders of CMGT. The purchase price will be paid by Newco directly to CMGT. Although the purchase price is going to be paid by the delivery of Newco stock, there will be no "exchange" of stock between Newco and any of the shareholders of CMGT.

Based on my conversations with various shareholders, it is clear to me that the majority of you have expressed absolutely no interest in selecting the cash option referred to in the letter of intent for the Proposed Transaction, provided I will be managing Newco after the Proposed Transaction. For that reason, I am only asking you to consider whether or not we should proceed with the Proposed Transaction presuming that the purchase price to be paid to CMGT will be in shares of Newco and I become Newco's President and CEO.

Letter To CMGT, Inc. Investors
August 15, 2003
Page 2 of 6

Consummation of the Proposed Transaction will not be the end of the work that must be done to wind up CMGT's affairs. It is only the beginning. Each of our claims in and to CMGT will remain, whatever those interests may be -- equity, debt, contractual, etc. Disagreements that we may have among ourselves as to our respective claims will need to be resolved among ourselves and CMGT after the closing of the Proposed Transaction. We will need to satisfy all claims out of what will become CMGT's only assets of significance, its holding of Newco stock. Be mindful that the very same process will have to be completed even if the Proposed Transaction does not take place. The only difference, in my view, is that if we do not do the Proposed Transaction there is even less of a chance that our respective claims will be satisfied.

I hope to be a part of the process of amicably winding up CMGT's affairs following the closing of the Proposed Transaction. It will be a challenge, but if we all continue to work together I believe we can achieve a result that is at least fair.

Some of you have asked for information about the Newco investor group. I have no such information to share with you except the following. First, the transaction will not close unless we are all shown that Newco's initial capitalization is at least \$2.5 million. I believe that is a better commitment than I have been able to obtain for you from any of the hundreds of potential investors I've worked with on your behalf over the last three years and I have no reason to believe anything onerous is contemplated by the Newco group, such as a quick post-transaction sale of our software which is our most significant hard asset. Secondly, I have been able to come to terms with Newco on a five-year employment agreement to act as Newco's President and CEO. I must leave to you to decide whether my own confidence in Newco should influence your own. However, I can assure you that I will be working for the benefit of all holders of Newco stock, including the 20% that will come to CMGT as a result of the Proposed Transaction.

Some of you have asked whether particular terms of the letter of intent for the Proposed Transaction can be further negotiated. For example, it has been asked whether a time limit be put on the "tag along/drag along" provisions. I believe the letter of intent is fair and reasonable under the circumstances, and Newco has given no indication of a willingness for further concessions. We must all also understand that any concession we may be able to obtain will need to be reciprocal, and any such reciprocal change to the "tag along/drag along" provisions could be extremely detrimental to us. I believe this provision is one of our most important protections in the deal, and we should leave it alone.

For purposes of this vote, we will use the capitalization schedule I have attached for your convenience. I will share the results of the voting with you.

Although the Proposed Transaction only requires a majority vote, I would very much appreciate the support of each of you. With that support, I can assure you that we will expeditiously do everything we can to bring the Proposed Transaction to closing and thus be in as good of a position as possible to benefit you and CMGT. Without that support, I can do nothing for you. As you must certainly understand, I will, regretfully, need to move on and try to salvage my own financial situation by other means.

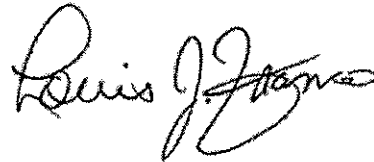
LJF\trcmgt\investors\08152003\chgofc:d

Letter To CMGT, Inc. Investors
August 15, 2003
Page 3 of 6

I remain available at any time for your questions and comments.

Please date and sign the Proxy I have included with this correspondence, retain a copy for your records and return a signed copy to my attention by fax (978-389-1060) with an original signed copy return to me by overnight mail, no later than 5 p.m., Friday, August 22, 2003. Please feel free to use UPS next day air delivery by using CMGT's UPS account number 28AF07 on the UPS airbill (you can call them at 1-800-172-5877 to make arrangements for pick up and delivery to me at our corporate address, shown on the bottom of the first page of this letter).

Very truly yours,



Louis J. Franco, RHU

Attachments: (2) 8/7/2003 Shareholder Letter; Proxy Statement

Cc: Ronald B. Given, Esq., Mayer, Brown, Rowe & Maw, Chicago

Letter To CMGT, Inc. Investors
 August 15, 2003
 Page 4 of 6

CMGT, Inc. - Investor Shareholder List as of 8/14/2003
 Confidential Information

8/15/2003

Name	Date of Investment	Investment Amount	Total Investment	Notes Payable	\$ Allocated for Preferred	Number of Preferred Shares	\$ Allocated for Common	Number of Common Shares
Lyric Capital	2/22/2002	20,000	20,000	20,000				
Lee M. Rask	10/31/2002	50,000	50,000		50,000	91,743.12		
Balliga, Wayne J., CPA, Esq.	3/13/2001	100,000	190,000		100,000	91,743		
	5/28/2001	20,000			20,000	16,349		
	4/4/2002	20,000			20,000	16,349		
	5/21/2002	10,000			10,000	9,174		
	7/28/2002	10,000			10,000	18,348.62		
	9/15/2002	10,000			10,000	18,348.62		
	2/25/2003	20,000			20,000	36,697.25		
		<u>190,000</u>						
Carroll, R. Leonard, MD	2/18/2000	35,000	58,000		35,000	32,110		
	3/8/2000	15,000			15,000	13,761		
	12/19/2000	5,000			5,000	4,587		
	8/19/2002	1,000			1,000	1,834.86		
		<u>56,000</u>						
CC-1 Partnership	B/F from '98	16,000	152,300		16,000	219,000		
	3/31/2000	60,300			60,300			
	4/17/2000	15,000			15,000			
	5/11/2000	18,000			18,000			
	6/6/2000	16,000			16,000			
	8/19/2000	9,000			9,000			
	6/30/2000	<u>(2,000)</u>			(2,000)			
		<u>182,300</u>						
Donwan, William	8/30/2000	15,000	15,000		15,000	13,761		
Hollins/Levine, Jan & Byron, Esq.	3/10/2000	100,667	120,667		100,667	92,555		
	1/16/2000	20,000			20,000	36,697.25		
		<u>120,667</u>						
Holman, Linda & Ron, PhD	5/12/2000	100,000	200,000 ²		100,000	91,745		
	8/1/2000	100,000		100,000				
		<u>200,000</u>						
Quarles, Rob & Kim, Esq.	1/3/2001	25,000	25,000		25,000	22,936		
Reed Egly Partnership	1/31/2000	30,000	55,000		30,000	27,523		
	6/30/2000	25,000			25,000	22,936		
		<u>55,000</u>						
Regan, Kevin W, MD	3/15/2001	25,000	25,000		25,000	22,936		
Ross, John S.	2/17/2000	50,000	50,000		50,000	45,872		

LJF/trcmgtinvestors/08152003/chgo/c:d

Letter To CMGT, Inc. Investors
August 15, 2003
Page 5 of 6

CMGT, Inc. - Investor Shareholder List as of 8/14/2003
Confidential Information

8/15/2003

Name	Date of Investment	Investment Amount	Total Investment	Notes Payable	\$ Allocated for Preferred	Number of Preferred Shares	\$ Allocated for Common	Number of Common Shares
Richard (Dick) Ross	7/11/2000	23,000	101,631 ³				23,000	100,000
	8/10/2000	15,000					15,000	
	9/14/2000	15,000					15,000	
	8/30/2000	2,000					2,000	
	9/22/2000	3,000					3,000	
	9/29/2000	1,200					1,200	
	10/10/2000	2,500					2,500	
	4/27/2003	7,500			7,500	13,761		
	2/29/2000	25					25	0
	5/1/2000	5,750					5,750	0
10/30/2000	17,229					17,229	0	
10/26/2000	9,427					9,427	0	
		101,631						
Spaeth, Melvin, Esq.	6/6/2000	10,000	10,000		10,000	9,176		
Trautner, Charles W.	2/29/2000	6,000	158,000		6,000	5,605		
	6/14/2001	50,000			50,000	45,872		
	7/27/2000	50,000			50,000	45,872		
	8/31/2000	50,000			50,000	45,872		
	8/23/2002	2,600			2,000	3,668.72		
		158,000						
Wong, James & Celia, CPA, CFE	5/10/2001	15,000	20,000		15,000	13,761		
	7/26/2002	5,000			5,000	9,174.31		
Catherine Garner	3/31/02 (09/29/00)		50				50	50,000
Total Capital Investment - All Shareholders				120,000	1,034,471	1,143,469	94,161	150,000
Common Stock			(94,161)					
Notes Payable			(120,000)					
Accrued Interest converted into Preferred			126,957		126,957	116,474		
Preferred Stock Balance			1,161,428		1,161,428	1,259,943		

1. All debt converted to equity (219,000 preferred Series A shares) per agreement between Ross/CC-1 and the company.
2. \$100,000 investment and \$100,000 note payable
3. 100,000 common shares and 100,000 common stock warrants awarded per agreement between Ross and the company.

NOTE: THIS LIST INCLUDES CASH INVESTORS ONLY. THIS LIST DOES NOT INCLUDE CMGT MANAGEMENT TEAM.

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Letter To CMGT, Inc. Investors
August 15, 2003
Page 6 of 6

**CMGT, INC. PROXY / VOTING INSTRUCTION SHEET
PROXY**

This proxy is solicited in connection with shareholder approval of the transaction described in that certain letter agreement between CMGT, Inc. and Charles W. Trautner (on behalf of "Newco" referenced therein) dated July 31, 2003 (the "Proposed Transaction").

The undersigned hereby appoints Louis J. Franco, with powers of substitution, as proxy for the undersigned to vote all the capital stock the undersigned may be entitled to vote at the CMGT, Inc. Shareholder Meeting to be held on September 1, 2003 at 2 S 647 White Birch Lane, Wheaton IL 60187 at 12:00 PM CDT, or any adjournment thereof, in the manner indicated below, and upon such other business as may lawfully come before the meeting. This Proxy will remain in effect until the consummation of the Proposed Transaction or October 17, 2003, whichever first occurs.

1. Proxy is directed to vote for and otherwise authorize CMGT, Inc. to consummate the Proposed Transaction and to elect as consideration CMGT, Inc.'s receipt of 20% of Newco's capital stock at closing.
2. Proxy is directed to cause CMGT, Inc. to execute and deliver any and all documentation required to consummate the Proposed Transaction.
3. Proxy is further authorized from time to time to take such actions and to execute and deliver such certificates, instruments, notices and documents as may be required or as Proxy may deem necessary, advisable or proper in order to consummate the Proposed Transaction, including any extension of the closing date thereof; all such actions to be performed in such manner, and all such certificates, instruments, notices and documents to be executed and delivered in such form, as the Proxy shall approve.

Please sign exactly as printed name appears hereon in the space, below. Joint owners should each sign. When signing as attorney, executor, administrator, trustee or guardian, please give full title as such.

PRINTED NAME(S)

SIGNATURE

DATE

SIGNATURE IF JOINTLY HELD

DATE

LJF/ltrcmgtinvestors/08152003/chgo/c:d

**CMGT, Inc.
NEWCO ACQUISITION OF CMGT**

SHAREHOLDER VOTE SUMMARY SCHEDULE

ACTUAL SHAREHOLDER VOTE SUMMARY as of 8/27/2003

Names/shares listed shown in red indicate shares have been voted

	# Shares Held	INVESTOR'S VOTE TALLY		
		"FOR" \$500K Cash	"FOR" 20% Newco Stock	No Vote
CASH INVESTORS				
Bailiga, Wayne	211,009.49	0.00	211,009.49	0.00
Carroll, Leonard	52,292.86	0.00	52,292.86	0.00
CC-1 Partnership	219,000.00	0.00	0.00	219,000.00
Dornan, William	13,761.00	0.00	13,761.00	0.00
Gerner, Catherine	50,000.00	0.00	50,000.00	0.00
Hollins, Byron & Jan	129,052.25	0.00	129,052.25	0.00
Helman, Ron & Linda	91,745.00	0.00	91,745.00	91,745.00
Quaries, Kim & Rob	22,936.00	0.00	22,936.00	0.00
Rask, Lee	91,743.12	0.00	91,743.12	0.00
Reed-Egley Partnership	50,459.00	0.00	50,459.00	0.00
Regan, Kevin	22,936.00	0.00	22,936.00	0.00
Ross, John	45,872.00	0.00	45,872.00	0.00
Ross, Richard	113,761.00	0.00	0.00	113,761.00
Spaeth, Melvin	9,176.00	0.00	0.00	9,176.00
Trautner, Charles	146,790.72	0.00	146,790.72	0.00
Wong, Celia & Jim	22,935.31	0.00	22,935.31	0.00
TOTAL SHARES	1,293,469.75	0.00	951,532.75	433,682.00
Total Cash Investor # Shares Needed For Majority (51%)	659,669.57		74%	34%

MANAGEMENT

	# Shares Held	MANAGEMENT'S VOTE TALLY		
		"FOR" \$500K Cash	"FOR" 20% Newco Stock	No Vote
Crandall, Rob	100,000.00	0.00	100,000.00	0.00
DiBeneletto, Debbie	185,000.00	0.00	185,000.00	0.00
Franco, Lou	255,000.00	0.00	255,000.00	0.00
Jackson, Craig	100,000.00	0.00	0.00	100,000.00
Walker, Bill	190,000.00	0.00	190,000.00	0.00
TOTAL SHARES	830,000.00	0.00	730,000.00	100,000.00
Total Management # Shares Needed For Majority (51%)	423,300.00		88%	12%

GRAND TOTAL - ALL SHAREHOLDERS	2,123,469.75	0.00	1,681,532.75	533,682.00
Total # All Shareholder Shares Needed For Majority (51%)	1,082,969.57	0%	79%	25%

CMGT, INC.® SUMMARY OF POTENTIAL CORPORATE LIABILITIES

As of 09-01-2003 - All issues subject to legal opinion of Mayer, Brown, Rowe & Maw (Legal counsel for CMGT, Inc.)

Issue(s)	Curative Action(s)	\$\$ Value	Considerations/Comments
<ul style="list-style-type: none"> Web Barth/CareManagement.com, Inc. Letter Agreement 	<ul style="list-style-type: none"> Negotiate settlement comprised of \$ paid out over 24 months, post-funding & marketing/sales consulting 	<p>Meritless claim</p>	<ul style="list-style-type: none"> Letter Agreement made between R. Ross & W. Barth, based on rights to LTC product that never happened
<p>4</p> <ul style="list-style-type: none"> SEI Agreement/Robert Spaeth 1. SEI Agreement superceded by Saviar/SEI Agreement – then terminated when CMGT terminated Saviar/SEI 2. RMR promised Robert Spaeth reimbursement of expenses & 50,000 shares CMGT stock – Lyric terms showed 50,000 shares for R. Spaeth 	<ul style="list-style-type: none"> Grant 50,000 shares, subject to secured release & waiver of all claims against CMGT 	<p>Meritless claim</p>	<ul style="list-style-type: none"> Saviar/Spaeth Agreement terminated by CMGT for non-performance, misrepresentation & damage to CMGT R. Spaeth has not agreed to proposed stock redistribution or waiver of claim(s) agreed to by all other CMGT shareholders (4/11/2001 letter) R. Spaeth represents his father, a CMGT shareholder
<p>5</p> <ul style="list-style-type: none"> Spehar Capital Agreement/Gerry Spehar 1. Claim that CWT Investor Group offer to fund CMGT is included in CMGT/Spehar Capital Agreement 	<ul style="list-style-type: none"> No legal action initiated Likelihood of settlement is high if legal action taken against CMGT 	<p>Meritless claim</p>	<ul style="list-style-type: none"> MBR&M and Management agree there is no basis for a claim G. Spehar has indicated he will take legal action to enforce his contract based on his previous introductions to/discussions with Chuck Trautner & various investors
<p>6</p> <ul style="list-style-type: none"> Reimbursement of Management Team Prc- Operating Expenses: <ol style="list-style-type: none"> L. Franco - \$180,000 Craig Jackson - \$30,000 Rob Crandall - \$2,500 	<ul style="list-style-type: none"> Reimbursements to be made to Mgt. Team promised by CMGT, Inc. 	<p>Approx. \$210,000</p>	<ul style="list-style-type: none"> Subj. to substantiation/expense reports post-funding
<p>7</p> <ul style="list-style-type: none"> Zolendek, Strassels, Green & Freed PC 1. \$30,000 services/consulting fees 	<ul style="list-style-type: none"> Offer to pay reduced amount due to questionable billings re: consulting services and unprofessional accounting services rendered. Terminate all contracts & secure release & waiver of all claims against CMGT No action required 	<p>Meritless claim</p>	<ul style="list-style-type: none"> RMR hired Zolendek and signed agreements without authorization Zolendek Balance Sheet & Financials produced are questionable/unprofessional work product; Zolendek 'consulting services' unsubstantiated – no work product Legal services agreed to by RMR without authorization re: So. African business deals – no work product delivered
<p>8</p> <ul style="list-style-type: none"> Gammage & Burnham Invoices 	<ul style="list-style-type: none"> No action required 	<p>Meritless claim</p>	<ul style="list-style-type: none"> Legal services agreed to by RMR without authorization re: So. African business deals – no work product delivered

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CMGT, INC.® SUMMARY OF POTENTIAL CORPORATE LIABILITIES

As of 09-01-2003 - All issues subject to legal opinion of Mayer, Brown, Rowe & Maw (Legal counsel for CMGT, Inc.)

Issue(s)	Curative Action(s)	\$\$ Value	Considerations/Comments
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Substantive Potential Claims/Litigation Issues - Degree of Risk			
1	Saviar/SEI Agreement – <i>Low</i> <ul style="list-style-type: none"> Total non-performance & serious misrepresentation issues that damaged CMGT. 	None required	Meritless claim
2	Spehar Capital Agreement – <i>High</i> <ul style="list-style-type: none"> Claim that CWT Investor Group offer to fund CMGT is included in CMGT/Spehar Capital Agreement 	None required	Meritless claim
3	CMGT Expired Note(s): <ul style="list-style-type: none"> Ron & Linda Holman (\$100,000) plus add'l stock- <i>High if not repaid; Very Low if repaid</i> Other shareholders if Holman's are paid – <i>Very Low</i> 	<ul style="list-style-type: none"> Re: Holmans: CWT Investor Group asset purchase-based LOI makes no provision for assumption of any CMGT liabilities Re: other shareholders – None Required 	TBD

N.B.: All issues subject to legal opinion of Mayer, Brown, Rowe & Maw (Legal counsel for CMGT, Inc.)

EXHIBIT 44

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Subject: Update
Date: Tue, 2 Sep 2003 15:43:30 -0700
From: "Crishon, John" <John.Crishon@icn.siemens.com>
To: "Louman01@aol.com" <Louman01@aol.com>, gspehar1@earthlink.net

Gentlemen, I trust that your Labor Holiday was restful .

First, forgive my cellphone issues as I have had problems since AT&T upgraded their voicemail system.....I might be going back to Nextel.

I finally received your message this weekend, but decided to get an update from Andrea before communicating.

Gary, Andrea indicated that you are/should be in direct communication with Garrett Fururuchi, Washoe Economic Development Director, regarding the CMGT proposal.

Additionally, we should have or be receiving shortly, the signed Non-Disclosure & LOI documents.

The tribe has also hired both an attorney and several call center companies to review the CMGT call center proposal.

I have a weekly conference call on Thursday and will update you accordingly with any new information regarding our project.

Regards

John

> John Crishon Jr
> Siemens Information and Communication Networks, Inc.
> Business Solutions Consultant, Southern Pacific Region
> 10801 Walker Street, Suite 200
> Cypress, CA 90630-5012
> 714-484-5556 RNET 484-5556
> Fax 714-484-5005 Fax RNET 484-5005
> Cellphone 310-489-9253
> E-Mail john.crishon@ICN.Siemens.com
>

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PLEASE

> CONTACT THE SENDER IMMEDIATELY AND DELETE THE MESSAGE AND ANY
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> FROM YOUR SYSTEM. THANK YOU FOR YOUR COOPERATION

EXHIBIT 45

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Robert Carroll

From: Louman01@aol.com
Sent: Tuesday, September 02, 2003 6:21 PM
To: Given, Ronald B.
Subject: Fwd: Washoe
Attachments: Washoe

Ron:

Our journey really is "feast or famine"!

Here's the LOI draft from the Washoe Tribe of Lake Tahoe as sent to Gerry Spehar.

According to Gerry, the Washoe are asking for our input re: LOI verbiage and have indicated they will go into immediate due diligence using their "people" in Chicago (I believe this means their law firm contact). They also plan to make their call center and/or call center equipment part of the \$2.5 million funding - I do not know the mechanics of this concept but it may mean they will equip the call center to our specifications, thereby saving us \$400,000 - \$500,000 of capital expenditures.

Paragraph 1 does not address the timing of the investment or bridge financing and it probably should if we are to take this seriously. I have to take a close look at the rest of it to discuss with you.

Regards,

Lou

Louis J. Franco, RHU
President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

voice: 630-260-9507
cell: 630-215-8193
fax: 978-389-1060

E-mail1: Louman01@aol.com
E-mail2: lfranco@cmgt.com

=====
NOTICE: This E-mail is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and is legally privileged. This information is confidential information and is intended only for the use of the individual or entity named above. If you have received this E-mail and are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this E-mail by mistake, please notify us immediately by replying to the message and deleting it and attachment(s), if any, from your computer. Thank you for your cooperation.

CMGT, Inc. Management
=====

Robert Carroll

From: Gerry Spehar [gspehar1@earthlink.net]
Sent: Tuesday, September 02, 2003 5:54 PM
To: Franco, Lou
Subject: Washoe

Attachments: LOI draft - CMGT Washoe_final.doc



LOI draft - CMGT
Washoe_final....

Lou,

I have this on Washoe letterhead for your approval....here it is in email form to facilitate the approval process. If this meets your approval, it is ready to be signed.

Gerry

September 2, 2003

CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, Illinois 60187

Attention: Louis J. Franco, Chairman, President and CEO

Dear Lou:

This Letter of Intent is to set forth our understanding regarding certain discussions that the Washoe Tribe of Nevada and California (the "Tribe") and CMGT, Inc, a Delaware corporation ("CMGT") have had. In general we have discussed an investment of up to \$2,500,000 in exchange for a 51% ownership interest in the stock or assets of CMGT. It is contemplated that a certain portion of this investment may take the form of existing or to-be-built Call Center facilities that will be acceptable to CMGT, in function and valuation, for the execution of its Business Plan. Except with respect to paragraphs 6 and 8, the provisions of this letter are not intended to be legally binding.

1. This investment decision will be subject to proper due diligence by the Tribe into all aspects of CMGT. Sole and final approval of the investment rests with the Tribe. It is contemplated that due diligence will be completed by September 30, 2003. Unless extended by agreement of both parties, this Letter of Intent will terminate without recourse on that date.
2. It is understood that the Tribe's 51% ownership interest will enable CMGT to conduct its business as a Native American-owned company. The Tribe will work with CMGT to design and implement an ongoing marketing plan that will maximize the effect of CMGT's Native American minority status.
3. It is understood that CMGT will use any investment provided pursuant paragraph 1 only as delineated in its Projections and Business Plan, as agreed to by the Tribe.
4. CMGT hereby represents and warrants that (i) to its knowledge, all written information provided to the Tribe by CMGT does not contain any untrue statement of material fact or omit to state any material fact which is necessary in order to make the statements contained therein not misleading in light of the circumstances under which they are made, and (ii) to its knowledge, the financial projections contained in the Business Plan and other documents have been prepared accurately based on assumptions described therein or in its Projections worksheet.
5. The terms and conditions governing the transaction described herein are to be set forth in a definitive agreement (the "Agreement"), which shall be subject to the approval of all of the parties and their counsel. Such terms and conditions shall include among others:
 - Warranties, representations and indemnities including those usually given in transactions of the nature herein contemplated, satisfactory to the Tribe relating to CMGT's structure, organization, business, operations and financial condition;
 - The usual conditions which must be satisfied before parties to transactions of the type contemplated are obligated to close, including, but not limited to, obtaining of any required consents relating to material contracts, the absence of any litigation or other legal proceeding relating to this transaction or CMGT; and
 - Provisions relating to compliance with all applicable securities laws.

6. All the parties agree to use their reasonable best efforts to complete the aforesaid Agreement within 30 days. The Tribe acknowledges that CMGT is currently a party to another acquisition proposal (the "Competing Bid") which has been generally described to the Tribe.
7. Following execution of the letter, CMGT agrees to assist the Tribe and its agents in the conduct of their full and complete due diligence. The Tribe agrees to hold all information obtained by virtue of such access in confidence in accordance with the NDA executed between the Tribe and CMGT.
8. From the date of execution of this letter, CMGT will use its best efforts to operate its business in the manner described in the Business Plan and will use its best efforts to maintain its business as a going concern and maintain its business relationships. CMGT will advise the Tribe of any material deviation from the aforesaid, whether related to the Competing Bid or otherwise.

If the foregoing accurately describes our understandings and agreements, please sign, date and return the enclosed copy of this letter to me.

Sincerely,

WASHOE TRIBE OF NEVADA AND CALIFORNIA

By:

A. Brian Wallace, Chairman

Read and Agreed to this 2nd day of September, 2003:

CMGT, Inc.

By:

Louis J. Franco, CEO

EXHIBIT 46

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Robert Carroll

From: Louman01@aol.com
Sent: Thursday, September 04, 2003 4:42 PM
To: Given, Ronald B.
Subject: Washoe Tribe LOI
Attachments: WashoeTribeLOI_Draft1.doc

Ron:

Gerry just sent me the attached copy of the LOI on their letterhead that he received a few days ago FYI and file.

Regards,

Lou

Louis J. Franco, RHU
President & CEO
CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, IL 60187

voice: 630-260-9507
cell: 630-215-8193
fax: 978-389-1060

E-mail1: Louman01@aol.com
E-mail2: lfranco@cmgt.com

=====
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CMGT, Inc. Management
=====

Washoe Tribe of Nevada and California



September 2, 2003

CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, Illinois 60187

Attention: Louis J. Franco, Chairman, President and CEO

Dear Lou:

This Letter of Intent will set forth our understanding regarding certain discussions that the Washoe Tribe of Nevada and California (the "Tribe") and CMGT, Inc, a Delaware corporation ("CMGT") have had. In general, we have discussed an investment of up to \$2,500,000 by the Tribe in exchange for a 51% ownership interest in the stock or assets of CMGT. It is contemplated that a certain portion of this investment will take the form of existing or to-be-built Call Center facilities that will be acceptable to CMGT, in function and valuation, for the execution of its Business Plan. Except with respect to paragraphs 6 and 8, the provisions of this letter of intent are not intended to be legally binding.

1. This investment decision will be subject to proper due diligence by the Tribe into all aspects of CMGT. Sole and final approval of the investment decision rests with the Tribe. It is contemplated that due diligence will be completed by September 30, 2003. Unless extended by agreement of both parties, this Letter of Intent will terminate without recourse on that date.
2. It is understood that the Tribe's 51% ownership interest will enable CMGT to conduct its business as a Native American-owned company. The Tribe will work with CMGT to design and implement a marketing plan that will maximize the effect of CMGT's Native American minority status.
3. It is understood that CMGT will use any investment provided pursuant paragraph 1 only as delineated in its Projections and Business Plan, as agreed to by the Tribe.

919 Highway 395 South, Gardnerville, Nevada 89410
(775) 265-4191 • (775) 883-1446 • (530) 694-2339 • FAX (775) 265-6240

CMGT Letter of Intent
Page 2 of 2

4. CMGT hereby represents and warrants that (i) to its knowledge, all written information provided to the Tribe by CMGT does not contain any untrue statement of material fact or omit to state any material fact which is necessary in order to make the statements contained therein not misleading in light of the circumstances under which they are made, and (ii) to its knowledge, the financial projections contained in the Business Plan and other documents have been prepared accurately based on assumptions described therein or in its Projections worksheet.
5. The terms and conditions governing the transaction described herein are to be set forth in a definitive agreement (the "Agreement"), which shall be subject to the approval of all of the parties and their counsel. Such terms and conditions shall include among others:
 - Warranties, representations and indemnities including those usually given in transactions of the nature herein contemplated, satisfactory to the Tribe relating to CMGT's structure, organization, business, operations and financial condition;
 - The usual conditions which must be satisfied before parties to transactions of the type contemplated are obligated to close, including, but not limited to, obtaining of any required consents relating to material contracts, the absence of any litigation or other legal proceeding relating to this transaction or CMGT; and
 - Provisions relating to compliance with all applicable securities laws.
6. All the parties agree to use their reasonable best efforts to make a decision whether to complete the aforesaid Agreement within 30 days. The Tribe acknowledges that CMGT is currently a party to another acquisition proposal (the "Competing Bid") which has been generally described to the Tribe.
7. Following execution of the letter, CMGT agrees to assist the Tribe and its agents in the conduct of their full and complete due diligence. The Tribe agrees to hold all information obtained by virtue of such access in confidence in accordance with a non-disclosure agreement executed between Tribe and CMGT.
8. From the date of execution of this letter, CMGT will use its best efforts to operate its business in the manner described in the Business Plan and will use its best efforts to maintain its business as a going concern and maintain its business relationships. CMGT will advise the Tribe of any material deviation from the aforesaid, whether related to the Competing Bid or otherwise.

If the foregoing accurately describes our understandings and agreements, please sign, date and return the enclosed copy of this letter to me.

CMGT Letter of Intent
Page 3 of 3

Sincerely,

WASHOE TRIBE OF NEVADA AND CALIFORNIA

By.

A. Brian Wallace, Chairman

Read and Agreed to this 2nd day of September, 2003:

CMGT, INC.

By:

Louis J. Franco, CEO

EXHIBIT 47

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Subject: RE: Washoe
Date: Wed, 3 Sep 2003 09:54:29 -0500
From: "Given, Ronald B." <RGiven@mayerbrownrowe.com>
To: <Louman01@aol.com>, "Gerry Spehar" <gspehar1@earthlink.net>

My comments. Lets get it signed by the Tribe and returned to Lou.

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GivenComments.doc

Name:
GivenComments.doc
Type:
WINWORD File (application/msword)
Encoding:
base64
Description:
GivenComments.doc

PL 07107

EXHIBIT 48

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Subject: RE: Washoe
Date: Wed, 3 Sep 2003 14:44:37 -0500
From: "Given, Ronald B." <RGiven@mayerbrownrowe.com>
To: <Louman01@aol.com>, "Gerry Spehar" <gspehar1@earthlink.net>

Consider this.

NOTICE: This e-mail message and all attachments transmitted with it are intended solely for the use of the addressee and may contain legally privileged and confidential information. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to this message and please delete it from your computer.

GivenComments2.doc

Name:
GivenComments2.doc
Type:
WINWORD File (application/msword)
Encoding:
base64
Description:
GivenComments2.doc

PL 07110

EXHIBIT 49

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Robert Carroll

From: Gerry Spehar [gspehar1@earthlink.net]
Sent: Wednesday, September 03, 2003 4:01 PM
To: Franco, Lou
Cc: Given, Ronald B.
Subject: Washoe LOI

Attachments: LOI draft - CMGT Washoe_Spehar comments.doc



LOI draft - CMGT
Washoe_Spehar...

Lou,

Consider the attached...I have run these changes by the Tribe's representative and he thinks they will fly. He is sitting with the Chairman and Counsel as we speak, so we can seek approval and signing if we act quickly. They already know there is competition on the table and can infer that you will be busy with due diligence on other fronts as well...

Gerry

September 2, 2003

CMGT, Inc.
2 S 647 White Birch Lane
Wheaton, Illinois 60187

Attention: Louis J. Franco, Chairman, President and CEO

Dear Lou:

This Letter of Intent is to set forth our understanding regarding certain discussions that the Washoe Tribe of Nevada and California (the "Tribe") and CMGT, Inc, a Delaware corporation ("CMGT") have had. In general we have discussed an investment of up to \$2,500,000 in exchange for a 51% ownership interest in the stock or assets of CMGT. It is contemplated that a certain portion of this investment may take the form of existing or to-be-built Call Center facilities that will be acceptable to CMGT, in function and valuation, for the execution of its Business Plan. Except with respect to paragraphs 6, 7 and 9, the provisions of this letter are not intended to be legally binding.

Deleted:

Deleted: 8

1. This investment decision will be subject to proper due diligence by the Tribe into all aspects of CMGT. Sole and final approval of the investment rests with the Tribe. It is contemplated that due diligence will be completed by September 29, 2003. Unless extended by agreement of both parties, this Letter of Intent will terminate without recourse on that date.

Deleted: 30

2. It is understood that the Tribe's 51% ownership interest will enable CMGT to conduct its business as a Native American-owned company. The Tribe will work with CMGT to design and implement an ongoing marketing plan that will maximize the effect of CMGT's Native American minority status.

3. It is understood that CMGT will use any investment provided pursuant paragraph 1 only as delineated in its Projections and Business Plan, as agreed to by the Tribe.

4. CMGT hereby represents and warrants that (i) to its knowledge, all written information provided to the Tribe by CMGT does not contain any untrue statement of material fact or omit to state any material fact which is necessary in order to make the statements contained therein not misleading in light of the circumstances under which they are made, and (ii) to its knowledge, the financial projections contained in the Business Plan and other documents have been prepared accurately based on assumptions described therein or in its Projections worksheet.

5. The terms and conditions governing the transaction described herein are to be set forth in a definitive agreement (the "Agreement"), which shall be subject to the approval of all of the parties and their counsel. Such terms and conditions shall include among others:

- Warranties, representations and indemnities including those usually given in transactions of the nature herein contemplated, satisfactory to the Tribe relating to CMGT's structure, organization, business, operations and financial condition;
- The usual conditions which must be satisfied before parties to transactions of the type contemplated are obligated to close, including, but not limited to, obtaining of any required consents relating to material contracts, the absence of any litigation or other legal proceeding relating to this transaction or CMGT; and
- Provisions relating to compliance with all applicable securities laws.

6. All the parties agree to use their reasonable best efforts to complete the aforesaid Agreement within 30 days. The Tribe acknowledges that CMGT is currently a party to another acquisition proposal (the

"Competing Bid") which has been generally described to the Tribe and that CMGT expects will close by September 30, 2003. As long as the Tribe remains in active pursuit of a transaction with CMGT, CMGT will not close this or any other competing transaction before September 30, 2003. The Tribe will immediately notify CMGT if it stops pursuing a transaction with CMGT prior to September 30, 2003, so that CMGT may close a competing transaction.

Deleted:

7. The Tribe will notify CMGT when it has completed its due diligence and intends to complete the investment contemplated by this LOI and the Agreement. The Tribe will have 15 days from said notification to fund CMGT per the terms of the Agreement.

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8. Following execution of the letter, CMGT agrees to assist the Tribe and its agents in the conduct of their full and complete due diligence. The Tribe agrees to hold all information obtained by virtue of such access in confidence in accordance with the NDA executed between the Tribe and CMGT.

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9. From the date of execution of this letter, CMGT will use its best efforts to operate its business in the manner described in the Business Plan and will use its best efforts to maintain its business as a going concern and maintain its business relationships. CMGT will advise the Tribe of any material deviation from the aforesaid, whether related to the Competing Bid or otherwise.

Formatted: Bullets and Numbering

If the foregoing accurately describes our understandings and agreements, please sign, date and return the enclosed copy of this letter to me.

Sincerely,

WASHOE TRIBE OF NEVADA AND CALIFORNIA

By:

A. Brian Wallace, Chairman

Read and Agreed to this 2nd day of September, 2003:

CMGT, Inc.

By:

Louis J. Franco, CEO

EXHIBIT 50

**PLAINTIFF'S RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT**

Subject: CMGT LOI
Date: Wed, 03 Sep 2003 14:30:57 -0700
From: Gerry Spehar <gspehar1@earthlink.net>
To: "Furuichi, Garrett" <gar905@yahoo.com>

Garrett,

Per our conversation, here is a draft which reflects your LOI faxed to me yesterday and incorporates the changes I've suggested to you and CMGT (in red). In my opinion, these changes would protect both CMGT and the Washoe Tribe as we move forward with due diligence. CMGT's counsel is reviewing as we speak. The only other element I'd ask is for the Washoe Tribe to consider a small payment at least adequate to fund working capital if/when you finish due diligence and decide to do the transaction. I'll let you as soon as I hear, please give me a call with your thoughts.

Gerry

LOI draft - CMGT Washoe_Spehar comments.doc

Name:
LOI draft - CMGT
Washoe_Spehar
comments.doc
Type:
WINWORD File
(application/msword)
Encoding:
base64

PL 07109