

EXHIBIT 95

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

Robert Carroll

From: Louman01@aol.com
Sent: Wednesday, July 23, 2003 4:00 PM
To: Given, Ronald B.
Subject: CMGT info for CWT
Attachments: CMGTPrincipals&KeyPersonnel_07-05-2003.doc

Ron:

Attached is the document we discussed, as sent to Chrysalis Ventures. I could address this to Chuck and edit out the CHrysalis-centric issues.

This would address Chuck's request for information (addendum) about Rob Crandall, as well as provide a full overview of other CMGT management team considerations. I would draw his attention to our Business Plan/Management Team section for Rob's background & our financial projections for Rob's projected budget plan salary - and mention that Rob would be very happy to have a regular paycheck and reach a fair settlement on the Touch Speed purchase transaction. We also would save \$\$ on him because he has no desire to move from Canada and it's fine for him to work from his home-office, with appropriate broadband connection to our corporate office, as our lead software developer.

What do you think?

Regards,

Lou

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

voice: 630-260-9507
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fax: 978-389-1060

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CMGT, Inc. Management
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CONFIDENTIAL MEMORANDUM

TO: Jason Mahoney, Chrysalis Ventures, LLC
FROM: Lou Franco, CMGT, Inc.
DATE: July 7, 2003
SUBJECT: Your request for information re: CMGT Principals & Key Personnel
Cc: Gerry Spehar, Spehar Capital, LLC

Jason:

Per your request, this memo addresses CMGT's principals and key personnel. Current status and planned post funding job requirements, primary responsibilities and work assignments are detailed for the following full time CMGT senior staff (in no particular order of significance):

1. Deborah V. (Deb) DiBenedetto
2. William W. (Bill) Walker
3. Robert C. (Rob) Crandall
4. Bharat Saoji

Like me, Rob Crandall and Bharat Saoji are currently full time with CMGT and can be counted on post-funding for the positions described below. Debbie and Bill are currently employed and/or working as independent consultants outside CMGT. They have both told me that they remain committed to full time employment once CMGT is funded. Therefore, my first post-funding course of action will be to see if the jobs defined below fit with Debbie & Bill because I know them and their capabilities - they are very good at what they do and thoroughly familiar with CMGT and absence management industry. If the need arises, however, they can be replaced with someone of comparable skills and I already have specific individuals in mind should that become necessary.

In Debbie's case, it may be that she best fits in a consulting capacity - dedicated to compliance issues, training procedures and Absence Management consulting. In that case, the operational responsibilities in her job description will be bifurcated (as shown below) and an executive experienced in these areas will be hired. I have an individual in mind, and I believe this arrangement can be accommodated within our current budget.

CMGT Principals & Officers

| NAME | AGE | POST FUNDING POSITION | CURRENT STATUS |
|--|-----|---|---|
| Louis J. Franco, RHU | 52 | Chairman of the Board of Directors President and Chief Executive Officer Chairman Executive Committee | <ul style="list-style-type: none"> • Co-founder • President, CEO & Chairman of the Board • Worked full-time for CMGT since July 1999 |
| William W. Walker | 43 | VP National Sales | <ul style="list-style-type: none"> • Co-founder • Worked full-time for CMGT October 1999 to October 2002 • Ceased full-time duties/took position at Kibble & Prentice, Seattle, WA in October 2002 & has since assisted CMGT "as needed" • Desires to rejoin CMGT post funding as head of National Sales |
| Deborah V. DiBenedetto RN, MBA, COHN-S/CM, ABDA | 48 | <ul style="list-style-type: none"> • VP Absence Management • Regulatory & Privacy Compliance Officer • IDM Consulting (May be best utilized as a management consultant post funding) | <ul style="list-style-type: none"> • Assisting CMGT "as needed" since October 1999 • Forté is Absence Management/IDM & Occupational Health & Disability/Worker's Compensation compliance consulting & training • Top candidate for VP Absence Management & IDM Consulting position (or management consultant) post funding |
| Robert C. Crandall, LLB | 41 | EVP Software Development | <ul style="list-style-type: none"> • Principal & Executive Officer in charge of Brampton, ON data & call center office • Former Principal/Owner of Touch Speed Technology (acquired by CMGT 4/17/2001) • Developer of CMGT software • EVP Software Development |
| Bharat Saoji, MBA | 36 | VP Information Technology & IT Consulting | <ul style="list-style-type: none"> • Executive Officer in charge of IT & IT Consulting • Former IT Consultant to CMGT – familiar with software & systems • Full-time with CMGT since May 2003 (contributing IT consulting revenue) |

CMGT Management Gaps

- **VP Absence Management** (FIT Call Center) – *If not filled by Deb DiBenedetto*, to be hired post-funding (year 1)
- **VP Account Management** – To be hired post-funding (year 1)
- **CFO** – To be hired post-funding (year 2) *OR* to be assumed by funder (day-to-day accounting & finance is outsourced to accounting firm of Wong & Knowles)
- **COO** – To be hired or promoted from within post funding (year 2 -- 3)
- **General Counsel** – Legal work currently outsourced to the law firm of Mayer, Brown, Rowe & Maw

CMGT Summary Information

1. Management's anticipated daily, weekly, and monthly work assignments as the company is moving from early state development to maturation of services while increasing its client base, revenues, employees, and systems.

Responsibilities & Work Assignments - Key Management Personnel

| | Years 1 & 2 | | | Primary Responsibility |
|--|--|--|---|---|
| Staff Member | Daily | Weekly | Monthly | Primary Responsibility: |
| Deb DiBenedetto <i>or To Be Hired</i> VP Absence Management: | <ul style="list-style-type: none"> Management of all functions of the FIT intake call center operations, control, administration and performance of certain manager-level administrative work Responsible for call center CRM staffing, coaching, quality control, metrics benchmarking & revisions, supervisor oversight, CRM development & maintenance and overall customer care Development & maintenance of call center policies & procedures, and operations manuals Monitor call center productivity and ensure achievement of FIT call center goals & objectives Ee hiring & supervision | <ul style="list-style-type: none"> Monitor FIT metrics & QC Monitors and supervises all call center operations such as personnel, staffing, managing conflict, work flow management, customer complaints and special projects Provides technical support & workflow software feedback from user perspective to company IT/Development executive staff | <ul style="list-style-type: none"> Operations Committee meeting & report Develop and supervise scripts & evaluate/modify quality standards FIT human capital planning FIT operator audits Develop & maintain training, procedures & operating manuals 5 year plan development | <ul style="list-style-type: none"> Chief privacy & regulatory compliance officer Provide direction & leadership to the FIT intake call center staff and ensure that the center maximizes its value to the Company through continuous innovation, process improvement & superior customer care Analyzes operations and efficiencies of the call center. Identifies trends and initiates changes and improvements necessary to achieve goals and objectives while ensuring client's needs are met without interruption to service levels Provide call center operational leadership necessary to achieve revenue, margin & profit plan of the company & maximum customer satisfaction, other than technical support |

| Years 1 & 2 | | | |
|--|--|--|--|
| Staff Member | Daily | Weekly | Monthly |
| | <ul style="list-style-type: none"> Establish and manage post sales service processes | | <p>Primary Responsibility</p> <ul style="list-style-type: none"> Utilizes CSR & company – centric management & diagnostic tools/metrics in order to improve FIT work flow processes |
| <p>Deb DiBenedetto <i>as a consultant:</i></p> | <ul style="list-style-type: none"> Setup corporate HR policies & procedures Develop Ee training materials Develop Partner training materials Develop call center training, compliance procedures & operating manuals Develop manager, supervisor & call center staff education course plan & materials RFP support | <ul style="list-style-type: none"> Development of corporate IDM/Absence Management consulting services Development of FIT metrics & QC Provide advice to senior management on FMLA, ADA, Statutory Disability Plans, HIPAA & privacy compliance matters & audits Develop implementation tools & internal CSR/call center audit guidelines & procedures | <p>Primary Responsibility:</p> <ul style="list-style-type: none"> IDM consulting Assist with regulatory compliance & training Develop training procedures and provide ongoing training support as necessary <p>Operations Committee meeting & report</p> <ul style="list-style-type: none"> FIT operator, management & partner performance & compliance audits |
| <p>Bill Walker:</p> | <ul style="list-style-type: none"> Sales Ee hiring & training Develop sales & marketing plans Manage sales calls, meetings, presentations & trade shows & Pre-sales account Management Develop N.B. opportunities & prospecting | <ul style="list-style-type: none"> Coordinating sales calls & new business opportunity development Evaluation of service offerings & determination of best client solutions | <p>Primary responsibility:</p> <ul style="list-style-type: none"> Provides sales leadership, necessary to achieve revenue, margin & profit plan of the company Applies sales & marketing strategy and brings timely closure to all sales Assessing & developing new business opportunities & strategic partnerships Developing strategic sales & marketing & account <p>Opscom mtg. & report</p> <ul style="list-style-type: none"> Sales, marketing & promotion & new product development planning 5 year plan development |

| Years 1 & 2 | | | |
|---------------|---|--|--|
| Staff Member | Daily | Weekly | Monthly |
| | <ul style="list-style-type: none"> ▪ Strategic partnerships ▪ Coordinate with account management to close RFP's, provide transition from sales to client installation & ongoing single-point client account management ▪ CMGT Ee benefit plan design & interface with employee benefit insurance brokers, consultants & advisors | | <p>Primary Responsibility</p> <p>management business</p> <ul style="list-style-type: none"> ▪ Ensure pricing accountability to bring expected results |
| Rob Crandall: | <ul style="list-style-type: none"> ▪ Programmer/analyst, web & network specialist hiring ▪ IT/MIS planning (grand junction & Brampton) ▪ FIT technical & integration support ▪ IS end user support ▪ Software development ▪ Acquire hardware to meet application needs ▪ Establish data mining & warehousing plan ▪ Establish data base administration plan | <ul style="list-style-type: none"> ▪ Corporate web site development ▪ AE web enablement ▪ Internet security | <p>Primary responsibility:</p> <ul style="list-style-type: none"> ▪ Determines IS requirements & solutions ▪ Lead software development ▪ Drive development of state-of-the-art development environment, web design, implementation maintenance & AE web enablement, security, data mining & warehousing ▪ Participates in IT/MIS short & long term planning, IS requirements & solutions |
| Bharat Saoji | <ul style="list-style-type: none"> ▪ Functions as corporate executive level contact | <ul style="list-style-type: none"> ▪ Assure alignment of systems strategy with business strategy | <p>Primary responsibility:</p> <ul style="list-style-type: none"> ▪ Opscom mtg. & report ▪ IT/MIS strategic planning |

| Years 1 & 2 | | | | |
|--------------|--|--------|--|--|
| Staff Member | Daily | Weekly | Monthly | |
| | <p>to assist end users in determining IT/IS requirements & strategies</p> <ul style="list-style-type: none"> ▪ Ensures confidentiality and reliability of corporate & client data, proprietary information & intellectual property ▪ Manages & builds relationships with all Corporate stakeholders, vendors & strategic alliances to meet present & future needs ▪ Assures development and maintenance of IT/MIS & Call Center & CRM functionality, short & long term planning, including determination of IS requirements & solutions | | <p>& maintenance</p> <ul style="list-style-type: none"> ▪ Oversees software development ▪ Overall responsibility to hire, develop & retain "A" IT players ▪ Assure IT staffing & training requirements are maintained/revised as necessary ▪ Stays current with technology trends, including development of executive level briefings on the Company's use of technology by recognizing new developments in information systems technology & anticipating organizational changes | <p>Primary Responsibility</p> <p>the information & data integrity of the enterprise & strategic partners & for all Information Service functions of the Company, including all data & call centers, production scheduling functions, help desks, data and voice communications networks, computer program development & computer systems operations</p> <ul style="list-style-type: none"> ▪ Provide technical leadership necessary to achieve revenue, margin & profit plan of the company & maximum customer satisfaction ▪ Contributes to general corporate business planning regarding technology & systems required to maintain company infrastructure operations & competitiveness ▪ Creates budgets for software, hardware, networks, Web development & maintenance thereof ▪ Drive development of the Company's Web development, IT consulting service & new technologies initiatives |

| Years 3 & 4 | | | |
|--|---|--|--|
| Staff Member | Daily | Weekly | Monthly |
| <p>Deb DiBenedetto <i>or To Be Hired</i></p> <p>VP Absence Management:</p> | <ul style="list-style-type: none"> ▪ Management of all functions of the FIT intake call center operations, control, administration and performance of certain manager-level administrative work ▪ Responsible for call center CRM staffing, coaching, quality control, metrics benchmarking & revisions, supervisor oversight, CRM development & maintenance and overall customer care ▪ Maintenance of call center policies & procedures, and operations manuals ▪ Monitor call center productivity and ensure achievement of FIT call center goals & objectives ▪ Ee hiring & supervision ▪ Manage post sales service processes | <ul style="list-style-type: none"> ▪ Monitor FIT metrics & QC ▪ Monitors and supervises all call center operations such as personnel, staffing, managing conflict, work flow management, customer complaints and special projects ▪ Provides technical support & workflow software feedback from user perspective to company IT/Development executive staff | <ul style="list-style-type: none"> ▪ Opscom mtg. & report ▪ Develop and supervise scripts & evaluate/modify quality standards ▪ FIT human capital planning ▪ FIT operator audits ▪ Develop & maintain training, procedures & operating manuals ▪ 5 year plan development |
| | | | <p>Primary Responsibility</p> <p>Primary Responsibility:</p> <ul style="list-style-type: none"> ▪ Provide direction & leadership to the FIT intake call center staff and ensure that the center maximizes its value to the Company through continuous innovation, process improvement & superior customer care ▪ Analyzes operations and efficiencies of the call center. Identifies trends and initiates changes and improvements necessary to achieve goals and objectives while ensuring client's needs are met without interruption to service levels ▪ Provide call center operational leadership necessary to achieve revenue, margin & profit plan of the company & maximum customer satisfaction, other than technical support ▪ Utilizes CSR & company – centric management & diagnostic tools/metrics in order to improve FIT work flow processes ▪ Development & maintenance of call center management successorship |

| | | Years 3 & 4 | | |
|---|--|---|--|---|
| Staff Member | Daily | Weekly | Monthly | Primary Responsibility |
| Deb DiBenedetto <i>as a consultant:</i> | As needed: <ul style="list-style-type: none"> ▪ RFP support ▪ Provide advice to senior management on FMLA, ADA, Statutory Disability Plans, HIPAA & privacy compliance matters & audits ▪ IDM/Absence Management consulting services | <ul style="list-style-type: none"> ▪ Evaluation & feedback of FIT metrics & QC ▪ Review & maintain implementation tools & internal CSR/call center audit guidelines & procedures, as needed | <ul style="list-style-type: none"> ▪ Operations Committee meeting & report ▪ FIT operator, management & partner performance & compliance audits ▪ Review & maintain/update HR policies & procedures, corporate & partner training materials/manuals, compliance materials/manuals & procedures & educational course plans & materials | Primary Responsibility: <ul style="list-style-type: none"> ▪ IDM consulting, as needed ▪ Assist with regulatory compliance & training ▪ Assist with training procedures and provide ongoing training support as necessary & leadership planning & supervisor/manager career path/growth planning |
| Bill Walker: | <ul style="list-style-type: none"> ▪ Sales hiring & training ▪ Develop sales & marketing plans ▪ Manage sales calls, meetings, presentations & trade shows & Pre-sales account Management ▪ Develop N.B. opportunities & prospecting ▪ Strategic partnerships ▪ Coordinate with account management to close RFP's & provide transition from sales to client installation | <ul style="list-style-type: none"> ▪ Coordinating sales calls & new business opportunity development ▪ Evaluation of service offerings & determination of best client solutions | <ul style="list-style-type: none"> ▪ Opscom mtg. & report ▪ Sales, marketing & promotion & new product development planning ▪ 5 year plan development | Primary responsibility: <ul style="list-style-type: none"> ▪ Provides sales leadership, necessary to achieve revenue, margin & profit plan of the company ▪ Applies sales & marketing strategy and brings timely closure to all sales ▪ Assessing & developing new business opportunities & strategic partnerships ▪ Developing strategic sales & marketing business plans ▪ Ensure pricing accountability to bring |

| Years 3 & 4 | | | | |
|---------------|--|---|---|--|
| Staff Member | Daily | Weekly | Monthly | Primary Responsibility |
| | <ul style="list-style-type: none"> CMGT Ee benefit plan design | | | expected results |
| Rob Crandall: | <ul style="list-style-type: none"> FIT technical & integration support IS end user support Software development | <ul style="list-style-type: none"> IT/MIS planning support Data mining & warehousing plan support Data base administration plan support corporate Web site & AE web enablement support Internet security support | <ul style="list-style-type: none"> Opscom mtg. & report IT/MIS planning & maintenance 5 year plan development | <p>Primary responsibility:</p> <ul style="list-style-type: none"> Lead software development IT/MIS short-term & long term planning support Support IS requirements & solutions Support maintenance of AE web enablement, internet security, data mining & warehousing |
| Bharat Saoji | <ul style="list-style-type: none"> Functions as corporate executive level contact to assist end users in determining IT/IS requirements & strategies Ensures confidentiality and reliability of corporate & client data, proprietary information & intellectual property Manages & builds relationships with all Corporate stakeholders, vendors & strategic alliances to meet present & future needs Assures growth & maintenance of IT/MIS & | <ul style="list-style-type: none"> Assure alignment of systems strategy with business strategy | <ul style="list-style-type: none"> Opscom mtg. & report IT/MIS strategic planning & maintenance Overall responsibility to hire, develop & retain "A" IT players Define IT staffing & training requirements Stays current with technology trends, including development of executive level briefings on the Company's use of technology by recognizing new developments in information systems technology & anticipating organizational changes | <p>Primary responsibility:</p> <ul style="list-style-type: none"> Accountable for directing the information & data integrity of the enterprise and strategic partners & for all Information Service functions of the Company, including all data & call centers, production scheduling functions, help desks, data and voice communications networks, computer program development & computer systems operations Provide technical leadership necessary to achieve revenue, margin & profit plan of the company |

| Years 3 & 4 | | | | |
|--------------|---|--------|--|--|
| Staff Member | Daily | Weekly | Monthly | Primary Responsibility |
| | Call Center & CRM functionality, short & long term planning, including determination of IS requirements & solutions | | <ul style="list-style-type: none"> Participates in software development | <ul style="list-style-type: none"> & maximum customer satisfaction Contributes to general corporate business planning regarding technology & systems required to establish maintain company infrastructure operations and competitiveness Creates budgets for software, hardware, networks, Web development & maintenance thereof Provides leadership to & maintains growth of the Company's IT consulting service |

2. Relocation considerations.

| RELOCATION CONSIDERATIONS | |
|----------------------------------|----------------------------|
| Staff Member | Current Residence |
| Deb DiBenedetto: | Yonkers, NY |
| Bill Walker: | Seattle, WA |
| Rob Crandall: | Burlington, Ontario Canada |
| Bharat Saoji | Valencia, CA |

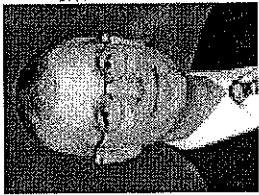
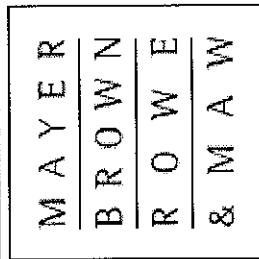
| Comments |
|---|
| <ul style="list-style-type: none"> ▪ If hired, Deb is willing to relocate herself and her family to CMGT's corporate office |
| <ul style="list-style-type: none"> ▪ If rehired, Bill may or may not immediately relocate to CMGT's corporate office if rehired - He will be on the road most of the time in his role as head of sales ▪ We can bring him to CMGT's corporate office as needed for planning meetings, etc. |
| <ul style="list-style-type: none"> ▪ Rob will continue to live & work in Burlington, Canada -- he has stated his preference to remain in Canada due to family considerations (2 teens & his wife) - I advocate going with this arrangement, initially, and reassessing as we progress ▪ Rob has proven to be effective in his role as head of office in Brampton and Software Development -- He has, likewise, proven to be effective working remotely out of his home ▪ We can bring him to CMGT's corporate office as needed for planning meetings, etc. |
| <ul style="list-style-type: none"> ▪ Bharat will immediately relocate himself and his family to CMGT's corporate office |

3. Potential CMGT staff conflict considerations.

| CONFLICTS CONSIDERATIONS | | |
|---------------------------------|--|---|
| Staff Member | Potential Conflict(s) | Comments |
| Deb DiBenedetto: | MedGate consulting assignment (MedGate is a potential competitor) – Her consulting for MedGate will end upon hiring as an employee or management consultant by CMGT | <ul style="list-style-type: none"> ▪ Deb has been providing independent consulting services and performing her duties as President of the AAOHN (term ends in July 2003) ▪ Deb has been assisting CMGT on an as needed basis |
| Bill Walker: | To ease his financial strain Bill recently accepted a position at Kibble & Prentice, Seattle, WA – Bill would have to quit this job if rejoining CMGT on a full-time basis | <ul style="list-style-type: none"> ▪ Bill was a co-founder and devoted 100% of his time to CMGT through Fall 2002. Since then Bill has been assisting CMGT on an as needed basis ▪ Bill has taken a job, effective 10/08/2002 as VP Employee Benefits Services at Kibble & Prentice, a Seattle-based insurance & financial services organization. Bill's desire is to rejoin CMGT following funding – this would require his quitting K&P. Note: Bill could still be a very effective source of new business for CMGT if he stays at K&P, including his contacts at M Group – We would evaluate how he would best be utilized at the appropriate time, once a definitive funding commitment is in place |
| Rob Crandall: | No known conflicts | <ul style="list-style-type: none"> ▪ Rob has been working full-time with CMGT running the data center and providing day-to-day executive management to FIT Call Center personnel |
| Bharat Saoji | No known conflicts | <ul style="list-style-type: none"> ▪ Bharat has been working full-time with CMGT on development of CMGT IT consulting services and providing in-house IT technical & MIS management expertise to the Company ▪ Bharat's previous position was Managing Director, OPAL Business Solutions, N.A., where he was CMGT's primary contact for IT/Software Development consulting |

FYI, I am including a professional profile of CMGT's lawyer and law firm:

- Ronald B. Given, Esq., is our lawyer at the law firm of Mayer, Brown, Rowe & Maw. Ron is a Senior Partner and has represented CMGT since my affiliation with the Company:



Ronald B. Given, Esq.

Ronald B. Given
Senior Partner, Chicago Office
RGiven@mayerbrownrowe.com

Ph: +1.312.701.7382
Fax: +1.312.706.8137

Experience

Corporate: representation of corporate clients in: acquisitions, divestitures, and joint ventures • captive insurance company formations • bank and insurance regulatory matters • other general corporate matters.

Finance: represent financial institutions, borrowers, and other participants in structuring, negotiating, and documenting financial transactions.

Employment

Mayer, Brown, Rowe & Maw, Chicago, 1979 to date; Partner, 1985 • Law Clerk, U.S. District Court for the Northern District of Indiana, 1978-1979

Education

Indiana University, J.D., 1978; Order of the Coif • Florida Technological University, M.B.A., 1975 • St. Francis College, B.A. cum laude, 1974

Admitted

Indiana, 1979 • Illinois, 1978

Publications

Author: "Midwest Regional Interstate Banking," 17 *Loyola Law Journal* 533, 1986 • "Gabhart v. Gabhart: An Indiana Response to Corporate Freeze-Outs," 54 *Indiana Law Journal* 333, 1978. **Co-Author:** "The V.I.P. Card for U.S. Markets -- U.S. GSP and its 3000 Products," *Guangzhou Publishing House*, 1993 • "Illinois Commercial Financing Forms with Practice Commentary," *Butterworths*, 1992 • "Cushioning Against Insurance Cycles: Risk Retention and Purchasing Groups," *ABA Monograph*, May 1989 • "Financially Troubled Banks: Private Solutions and Regulatory Alternatives," *The Banking Law Journal*, July/August 1987

Seminars

Speaker: International Law Seminars: Nanjing, Suzhou, Nanchang, and Wuxi, China, 1996 • Export Mexico Roundtable, U.S. Department of Commerce, 1994 • International Business Seminars: Shenzhen, Shenyang, Beijing, and Shanghai, China Development Institute, 1993 • International Business Seminar, Gansu Province, China, 1992 • Oil and Gas Law Update, I.I.C.L.E., 1986. *Panelist:* American Arbitration Association, 1994. *Participant:* Investment Law Revision Program, ELIPS, Indonesia, 1995

Memberships

American Bar Association • Chicago Bar Association, Insurance, Corporate, and Financial Institutions Committees • Chicago Council on Foreign Relations, Chicago Committee, 1993 to date • Eastern Mineral Law Foundation • Illinois Bar Association • Illinois Oil and Gas Association • Indiana Bar Association • Inter-Pacific Bar Association • Northwest Indiana Forum

Civic Activities

St. Margaret Mercy Healthcare Centers, Hammond/Dyer, Indiana, Member, Board of Directors; Chairman, Government Relations Committee, 1988 to date

Professional Activities

Indiana Export Assistance Center, Advisory Board, 1994 to date • Japan America Society, Director, 1994 to date • Chicago/Osaka Sister Cities Program, Chairman, 1993 to date • Midwest U.S.-Japan Association, Director, 1993 to date • Gansu Province (China) Fupin Commission, Board of Experts, 1992 to date • DePaul University School of Law: Business Transactions and Documentation, Adjunct Professor, 1988 to date

THE LAW FIRM OF MAYER, BROWN, ROWE & MAW

Mayer, Brown & Platt combined with Rowe & Maw of the U.K. on February 1, 2002 and is now known as Mayer, Brown, Rowe & Maw. The firm is among the tenth largest law firms in the world and is a 120-year-old international law firm with broad expertise in banking, capital markets and securities, derivatives, commodities, corporate finance, e-commerce, environmental, finance, insurance, intellectual property rights, international arbitration, media, mergers and acquisitions, mining & natural resources, oil and gas, real estate, securitization, syndicated lending, tax issues, telecoms, trade finance, transfer pricing, litigation, corporate law, and more. Rated by Chambers Global as one of the Top Ten Firms in North America, Mayer Brown serves clients from its 13 offices throughout Europe, Latin America, and the United States.

A representative listing of specific practice areas:

- Antitrust
- Appellate
- Asia
- Banking and Finance
- Bankruptcy
- Biotechnology
- Chemicals
- Collateralized Debt Obligation
- Financial Services
- Government
- Government Contracts
- Health Care
- Information Technology
- Insurance
- Intellectual Property
- International Arbitration
- Pro Bono
- Professional Partnerships
- Project Finance
- Property Rights Litigation
- Rail
- Real Estate
- Regulated Industries
- Religious and Human Services

- Construction
- Corporate and Securities
- Criminal Defense
- Derivatives
- Electronic Commerce
- Emerging Companies
- Environmental
- ERISA
- Investment Management
- Labor and Employment
- Latin America
- Litigation
- Natural Resources
- Outsourcing
- Pensions
- Private Investment Fund

- Securitization
- Tax Controversy
- Tax Transactions and Planning
- Telecommunications
- Venture and Technology
- Wealth Management
- White Collar Crime

MBP Consulting, Ltd., part of Mayer, Brown, Rowe & Maw, offers its clients access to over 1,300 legal specialists in the world's key commercial centers and provides services throughout the developed and emerging markets of North America, South America, Australia, Europe, Africa and Asia.

Mayer, Brown, Rowe & Maw Facts

About Mayer, Brown & Platt

- Founded in 1881.
- Sixth largest US law firm by revenue.
- One of Top Ten rated firms in North America in 2001 (Chambers & Partners).
- More than 45 specialized practice areas. 300 litigators including largest & most respected Appellate Practice of any US law firm. Internationally recognized for Corporate, Banking, Securitization, Tax, Real Estate and IT/Outsourcing Practices.
- Offices in Charlotte, Chicago, Cologne, Frankfurt, Houston, London, Los Angeles, New York, Palo Alto, Paris, & Washington, DC, as well as affiliated MBP Consulting offices in Beijing and Shanghai.
- Longstanding correspondent firm relationship with the leading Mexico City firm Jauregui, Navarrete, Nader y Rojas.
- 175 lawyer New York office called "one of the biggest success stories among out-of-town firms" (Crain's NY Business, 8/30/99).
- 1/4 of firm's current revenue derived from clients headquartered outside the US.
- Total 2001 revenues of \$590M.

About Rowe & Maw

- Founded in 1895.
- Nominated "UK Law Firm of the Year in 2000" (Chambers & Partners).
- Rowe & Maw's Corporate Group is recognized as one of the leading groups in the country, "the envy of many of its competitors" (Legal 500, 1999) and was ranked as "No. 1 Corporate Team" for its market size (Chambers & Partners, 2001).
- The firm's Construction, Pensions, Insurance, Property and Employment Groups have long been identified as leaders in their fields.
- Headquartered in London, with offices in Manchester and Brussels.
- Total 2000 revenues of \$80M (April, 2001 fiscal year end).

- I can make arrangements for Ron Given to send you corporate information about the law firm if you wish. Alternatively, Jason, check out Mayer, Brown, Rowe & Maw's Web site: <http://www.mayerbrownrowe.com/> for a wealth of information about the law firm and its clients.

I hope the above fully addresses your inquiries -- Let me know if you need any further clarification. I look forward to talking with you about next steps.

Best regards,



EXHIBIT 96

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

Robert Carroll

From: lfranco [lfranco@cmgt.com]
Sent: Monday, August 25, 2003 6:22 PM
To: Given, Ronald B.
Subject: RE: CMGT
Attachments: By Laws 9 23 99.doc

Oops - Sorry, Ron! Here it is...

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
 =====

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

From: Given, Ronald B. [mailto:RGiven@mayerbrownrowe.com]
Sent: Monday, August 25, 2003 4:31 PM
To: lfranco
Subject: RE: CMGT

They were not attached, Lou.

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

From: lfranco [mailto:lfranco@cmgt.com]
Sent: Friday, August 22, 2003 11:32 PM
To: Given, Ronald B.
Subject: FW: CMGT

Ron:

Attached FYI are the By Laws of CMGT (CareManagement.com. Inc.) Re: the question Robert raises. Do we classify our scheduled Sept. 1 shareholder meeting as a "Special Meeting"?

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

From: Robert D. Spaeth [mailto:robertspaeth@earthlink.net]
Sent: Friday, August 22, 2003 1:56 PM
To: lfranco@cmgt.com; RGiven@mayerbrownrowe.com
Subject: CMGT

Dear Mr. Franco,

I reviewed briefly our discussion yesterday with my father. In order for him to make a decision about executing the proxy you forwarded, please respond to me as soon as possible regarding the following:

1. The shareholder breakdown provided was incomplete. Please provide a complete shareholder breakdown, including all shareholders.
2. I could not recall the specifics of our discussion, so please confirm whether or not adequate notice was provided to the shareholders for this transaction. What are the company's legal obligations, as far as notice is concerned?
3. Please delineate the legal strategy you represented, that would allow the shareholders to retain their interest in NEWCO through a CMGT bankruptcy.

Thank you in advance for your swift response.

Sincerely,
Robert Spaeth

BY - LAWS
of
CareManagement.com, Inc.

OFFICES
ARTICLE I.

Section 1.

Office. The office of the corporation will be located at:

7369 East Krall
Scottsdale, Arizona 85250

Section 2.

Additional Offices. The corporation may also have offices and places of business at such other places as the Board of Directors may from time to time determine or the business of the corporation may require.

MEETINGS OF SHAREHOLDERS
ARTICLE II.

Section 1.

Place of Meetings. The annual meeting of the shareholders for the election of directors and all special meetings of shareholders for that or for any other purpose may be held in such place within or without the State of Delaware as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2.

Date of Annual Meetings. The annual meeting of shareholders shall be held on the second Tuesday in April of each year, if not a legal holiday, and if a legal holiday then on the next business day following, at which they shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

Section 3.

Notice of Annual Meeting. Written notice of the annual meeting, the place, date and hour of the meeting shall be given personally or by mail to each shareholder entitled to vote thereat, not less than Fifteen (15) days, nor more than Thirty (30) days prior to the meeting.

Section 4.

Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the Chairman of the Board, if any, the President or the Board of Directors, and shall be called by the President or the Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of shareholders owning at least Twenty percent (20%) in amount of the shares of stock of the corporation issued and out-standing and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 5.

Notice of Special Meeting. Written notice of a special meeting of shareholders, stating the place, date and hour of the meeting, the purpose or purposes for which the meeting is called and at whose direction it is being issued, shall be given personally by mail to each shareholder entitled to vote thereat, not less than Seven (7) days nor more than Thirty (30) days prior to the meeting.

Section 6.

Quorum. Except at otherwise provided by the Certificate of Incorporation, the holders of a majority of the shares of stock of the corporation issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall be requisite for and shall constitute a quorum at all meetings of the shareholders for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business as may be transacted which might have been transacted at the meeting as originally noticed.

Section 7.

Presiding Officer; Order of Business. Meetings of the stockholders shall be presided over by the Chairman of the Board, or, if he or she is not present, by the Chief Executive Officer, or if he or she is not present, by the President, or if he or she is not present, by a Vice-President, or if neither the Chairman of the Board nor the Chief Executive Officer nor the President or a Vice-President is present, by a chairman to be chosen by a majority of the shareholders entitled to vote at the meeting who are present in person or by proxy. The Secretary of the Corporation, or, in his or her absence, an Assistant Secretary, shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present, the shareholders present at the meeting shall choose any person present to act as secretary of the meeting.

The order of business shall be as follows:

- i. Call to order of meeting

- ii. Proof of notice of meeting
- iii. Reading of minutes of last previous annual meeting
- iv. Reports of officers
- v. Reports of committees
- vi. Election of directors
- vii. Miscellaneous business

Section 8.

Voting. At all meetings of the shareholders, every shareholder, either in person or by proxy in writing, shall have one (1) vote for each share so held and represented at such meeting. Upon the demand of any shareholder, voting for directors and upon other questions at any meeting of the shareholders shall be by ballot. In all elections for directors of the corporation, each shareholder shall have the right to cast as many votes in the aggregate as he shall be entitled to vote based upon the number of voting shares held by such shareholder multiplied by the number of directors to be elected at such election; each shareholder may cast the whole number of votes, either in person or by proxy, for one (1) candidate or distribute such votes among two (2) or more such candidates, all other matters shall be determined by vote of a majority of the shares present or represented at such meeting and voting on such questions

Section 9.

Proxies. Every proxy must be executed in writing by the shareholder or by his attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless it shall have specified therein its duration. Every proxy shall be revocable at the pleasure of the person executing it or of his personal representatives or assigns, except in those cases where an irrevocable proxy is permitted by law.

Section 10.

Consents. Whenever by any provision of statute or of the Certificate of Incorporation or of these by-laws, the vote of shareholders at a meeting thereof is required or permitted to be taken in connection with any corporate action, the meeting and vote of shareholders may be dispensed with, if the shareholders, who own a majority of the shares that would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such corporate action being taken.

Section 11.

List of Shareholders. A complete list of the shareholders of the Corporation entitled to vote at the ensuing meeting, arranged in alphabetical order, and showing the address of the number of shares owned by each shareholder shall be prepared by the Secretary, or other officer of the Corporation having charge of the Stock Transfer Books. This list shall be kept on file for a period of at least Thirty (30) days prior to the meeting at the registered office of the Corporation in the State of Delaware and shall be subject to inspection during usual business hours by any shareholder. This list shall also be available at the meeting and shall be open to

inspection by any shareholder at any time during the meeting. The original Stock Transfer Books shall be prima facie evidence of which shareholders are entitled to examine the list or to vote at any meeting of the shareholders.

Failure to comply with the requirements of this Section shall not affect the validity of any action taken at any meetings of the shareholders.

DIRECTORS ARTICLE III.

Section 1.

Number; Tenure; Removal. The number of directors which shall constitute the entire board shall be fixed and may be altered by resolution adopted by a vote of a majority of the shareholders.

Directors shall be elected at the annual meeting of the shareholders, except as provided in Section 2 of this Article III, and each director shall be elected to serve until his successor has been elected and has qualified.

Any director may resign at any time. The Board of Directors may remove a director for cause, by unanimous vote of all other directors then in office.

Section 2.

Vacancies. If any vacancies occur in the Board of Directors by reason of the death, resignation, retirement, disqualification or removal from office of any director, or if any new directorships are created, all of the directors then in office, although less than a quorum, may, by majority vote, choose a successor or successors, or fill the newly created directorship, and the directors so chosen shall hold office until the next annual election of directors and until their successors shall be duly elected and qualified, unless sooner displaced; provided, however, that if in the event of any such vacancy, the directors remaining in office shall be unable, by majority vote, to fill such vacancy within thirty (30) days of the occurrence thereof, the Chairman, President or the Secretary may call a special meeting of the shareholders at which a new Board of Directors shall be elected to serve until the next annual election of directors and until their successors shall be duly elected and qualified, unless sooner displaced.

**MEETINGS OF THE BOARD
ARTICLE IV.**

Section 1.

Place. The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 2.

First Meetings. The first meeting of each newly elected Board of Directors shall be held at the same place as and immediately following the annual meeting of shareholders, and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event such meeting is not held at the time and place so fixed, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meeting of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Section 3.

Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 4.

Special Meetings. Special meetings of the board may be called by the Chairman of the Board, if any, or by the President or Vice President on two days' notice by mail or on one day's notice personally by telephone or by telegram to each director; special meetings shall be called by the Chairman, President, Vice President or Secretary in like manner and on like notice on the written request of two directors.

Section 5.

Quorum. At all meetings of the board a majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Certificate of Incorporation. If a quorum shall not be present at any meeting of the Board of Directors either in person or by telephone conference call, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 6.

Action. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all of the members of the Board or committee consent in writing to the adoption of a resolution authorizing such action. The resolution and written consents thereto by the members of the Board or committee shall be filed with the minutes of the proceeds of the Board or committee. Any one or more members of the Board of Directors or any committee there may participate in a meeting of such board or committee by means of a conference telephone or similar means of communications equipment allowing all persons participating to hear each other at the same time. Participation by such method shall constitute presence in person at the meeting.

Section 7.

Compensation. Each director shall be entitled to receive as compensation for his services such sum as shall from time to time be fixed by resolution of the Board, and each director shall be entitled to reimbursement for all traveling expenses incurred by him in attending any such meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 8.

Dividends. Subject always to provisions of law and the Certificate of Incorporation, the Board of Directors shall have full power to determine whether any, and, if so, what part, of the funds legally available for the payment of dividends shall be so declared and paid to the shareholders of the Corporation. The Board of Directors may fix a sum which may be set aside over and above the paid-in capital of the Corporation for working capital or as a reserve for any proper purpose, and from time to time may increase, diminish, and vary this fund in the Board's absolute judgment and discretion.

COMMITTEES OF DIRECTORS ARTICLE V.

Section 1.

Creation. The Board of Directors may, by resolution or resolutions adopted by a majority of the entire Board, designate one or more committees, each committee to consist of two or more of the directors, which, to the extent provided in said resolution or resolutions and within the limitations prescribed by statute, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it.

**NOTICES
ARTICLE VI.**

Section 1.

Form; Delivery. Notices to directors and shareholders shall be in writing and may be delivered personally, by Federal Express or other courier service, or by mail. Notice by mail Federal Express or other courier service shall be deemed to be given at the time when the same shall be deposited in the post office or a letter box, in a postpaid sealed wrapper, or in the event Federal Express or other courier service is used at time delivered as indicated by the Federal Express or other courier service records, and shall be addressed to directors or shareholders at their addresses appearing on the records of the corporation, unless any such director or shareholder shall have filed with the Secretary of the corporation a written request that notices intended for him be mailed to some other address, in which case the notice shall be mailed to the address designated in such request. Notice to directors may also be given by telephone or by telegram.

Section 2.

Waiver. Whenever a notice is required to be given by any statute, the Certificate of Incorporation or these by-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated thereon, shall be deemed equivalent thereto.

**OFFICERS
ARTICLE VII.**

Section 1.

Officers. The officers of the corporation shall be a Chairman a President and one or more Vice Presidents, a Secretary and a Treasurer. Any two or more offices may be held by the same person, except the offices of President and Secretary, unless the corporation has only one shareholder who serves as both President and Secretary. The Board of Directors may also elect a Chairman of the Board and may elect or appoint such other officers as it may determine.

Section 2.

Term of Office; Removal. All officers shall hold office for such term as may be prescribed by the Board of Directors. Any officer elected or appointed by the board may be removed with or without cause at any time by the board.

Section 3.

Compensation. The compensation of all elected officers of the corporation shall be fixed by the Board of Directors, and the compensation of appointed officers and agents shall either be so fixed or shall be fixed by officers thereunto duly authorized.

Section 4.

Vacancies. If the office of any officer becomes vacant for any reason, the Board of Directors may fill such vacancy. Any officer so appointed or elected by the board shall serve only until such time as the unexpired term of his predecessor shall have expired unless reelected or re-appointed.

Section 5.

The Chairman of the Board. The Chairman of the Board of Directors shall preside at all meetings of the shareholders and directors and shall be the Chief Executive Officer of the corporation. He shall be ex-officio a member of all standing committees, have general and active management and control of the business and affairs of the corporation subject to the control of the Board of Directors, and shall see that all orders and resolutions of the board are carried into effect and have such other powers and duties as may from time to time be assigned by the board. The Chairman may execute in the name of the corporation all deeds, bonds, mortgages, contracts, and other instruments requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the corporation.

Section 6.

The President. The President shall be the Chief Operating Officer of the corporation. In the absence of the Chairman of the Board, he shall preside at all meetings of the shareholders and directors and perform the duties and exercise the powers of the Chairman. The President shall have general and active management and control of the operations of the business and affairs of the corporation subject to the control of the Chairman, and shall see that all orders of the Chairman are carried into effect. The President may execute in the name of the corporation all deeds, bonds, mortgages, contracts, and other instruments requiring a seal, under the seal of the corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Chairman or by the Board of Directors to some other officer or agent of the corporation.

Section 7.

The Vice President. The Vice President, if any, or, if there be more than one, the Vice Presidents, in the order of their seniority or in any other order determined by the board shall,

assist the President and perform such other duties as the President or Chairman or Board of Directors shall prescribe.

Section 8.

The Secretary. The Secretary shall attend all meetings of the board and all meetings of the shareholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or Chairman, under whose supervision he shall act. He shall keep in safe custody the seal of the corporation and, when authorized by the board, affix the same to any instrument requiring it and, when so affixed, it shall be attested by his signature or by the signature of the Treasurer or an Assistant Secretary or Treasurer. He shall keep in safe custody the certificate books and stock bonds and such other books and papers as the board may direct and shall perform all other duties incident to the office of Secretary.

Section 9.

The Assistant Secretaries. The Assistant Secretaries, if any, in order of their seniority, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 10.

The Treasurer. The Treasurer shall have the care and custody of the corporate funds, and other valuable effects, including securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the Chairman, President and directors, at the regular meetings of the board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 11.

The Assistant Treasurer. The Assistant Treasurers, if any, in the order of their seniority, shall, in the absence or disability of the Treasurer, perform the duties and exercise the power of the Treasurer and shall perform such other duties as the President or Board of Directors shall prescribe.

Section 12.

The Controller. The Controller, if any, shall maintain adequate records of all assets, liabilities and transactions of the corporation and shall have adequate audits thereof currently and regularly made and shall perform such other duties as the Chairman shall prescribe. In conjunction with other officers, he shall initiate and enforce measures and procedures whereby the business of the corporation shall be conducted with the maximum safety, efficiency and economy.

Section 13.

Voting of Securities. Unless otherwise ordered by the Board of Directors, the Chairman or the President shall have full power and authority on behalf of the corporation to vote in person or by proxy at any meetings of the stockholders of any corporation in which the Corporation may hold stock, and at any such meetings shall possess and may exercise any and all rights and powers incident to the ownership of such stock. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

SHARE CERTIFICATES ARTICLE VIII.

Section 1.

Form; Signatures. The certificates for shares of the corporation shall be in such form as shall be determined by the Board of Directors and shall be numbered consecutively and entered in the books of the corporation as they are issued. Each certificate shall exhibit the registered holder's name and the number and class of shares, and shall be signed by the Chairman of the Board, President or a Vice President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, and shall bear the seal of the corporation. In case any officer or officers who have signed shall cease to be such officer or officers of the corporation, whether because of death, resignation or otherwise, before such certificate or certificates have been delivered by such corporation, such certificate or certificates may nevertheless be issued and delivered as though the person or persons who signed such certificate or certificates had not ceased to be such officer or officers of the corporation.

Section 2.

Lost Certificates. The Board of Directors may direct a new share certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond on such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 3.

Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

Section 4.

Record Date. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining share-holders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action affecting the interests of shareholders, the Board of Directors may fix, in advance, a record date. Such date shall not be more than Ninety (90) days nor less than Thirty (30) days before the date of any such meeting, nor more than Thirty (30) days prior to any other action. In each such case, except as otherwise provided by law, only such persons as shall be shareholders of record on the date so fixed shall be entitled to notice of, and to vote at, such meeting and any adjournment thereof, or to express such consent or dissent, or to receive payment of such dividend, or such allotment of rights, or otherwise to be recognized as shareholders for the related purpose, notwithstanding any registration of transfer of shares on the books of the corporation after any such record date so fixed.

GENERAL PROVISIONS ARTICLE IX.

Section 1.

Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 2.

Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 3.

Corporate Seal. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, CareManagement.com, Inc.." The seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

AMENDMENTS ARTICLE X.

Section 1.

Power to Amend. The Board of Directors shall have the power to amend, alter, or repeal these by-laws, except Section 8 of Article II, and to adopt new by-laws, from time to time, by an affirmative vote of a majority of the whole Board as then constituted, provided that notice of the proposal to make, alter, amend, or repeal the by-laws was included in the notice of the directors' meeting at which such action takes place. At the next shareholders' meeting following any action by the Board of Directors, the shareholders, by a majority vote of those present and entitled to vote, shall have the power to alter or repeal by-laws newly adopted by the Board of Directors, or to restore to their original status by-laws which the Board may have altered or repealed, and the notice of such shareholders' meeting shall include notice that the shareholders will be called on to ratify the action taken by the Board of Directors with regard to the by-laws. Section 8 of article II may only be amended or repealed by an Eighty-one percent (81%) majority vote of those present and entitled to vote

Section 2.

Amendment Affecting Election of Directors. If any by-laws regulating an impending election of directors is adopted, amended or repealed by the board, there shall be set forth in the notice of the next meeting of shareholders for the election of directors the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

INDEMNIFICATION ARTICLE XI.

Indemnification of Directors and Officers. The Corporation shall indemnify each of its directors, officers, and employees whether or not then in service as such (and his or her executor, administrator, and heirs), against all reasonable expenses actually and necessarily incurred by him or her in connection with the defense of any litigation to which the individual may have been made a party because he or she is or was a director, officer, or employee of the Corporation. The individual shall have no right to reimbursement, however, in relation to matters as to which he or she has been adjudged liable to the Corporation for negligence or misconduct in the performance of his or her duties, or was derelict in the performance of his or her duty as director, officer or employee by reason of willful misconduct, bad faith, gross negligence or reckless disregard of the duties of his or her office or employment. The right to

indemnity for expenses shall also apply to the expenses of suits which are compromised or settled if the court having jurisdiction of the matter shall approve such settlement.

The foregoing right of indemnification shall be in addition to, and not exclusive of, all rights to which such director, officer or employee may be entitled by law or otherwise.

EXHIBIT 97

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

Yolanda Anderson

From: Louman01@aol.com
Sent: Wednesday, July 17, 2002 3:50 PM
To: Given, Ronald B.
Subject: CMGT/Sphear Capital Addendum #2
Attachments: SphearCapitalLetterAgreement_10-01-2001.ZIP

Ron:

Here's my draft of Addendum # 2 for your review - I need your help to be sure my verbiage accomplishes what I intended! I'll call you to discuss...Also attached is the final version of the Letter Agreement that was signed, for your ready reference.

Regards,

Lou

Louis J. Franco, RHU
Chairman, 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: ljfranco.cmgt@att.net

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NOTICE: The information contained in and/or attached to this E-mail message may be privileged and confidential information and protected from disclosure. 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
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**CMGT, Inc.-Spehar Capital, LLC Letter Agreement
Addendum No. 2**

The Letter Agreement (Agreement) between CMGT, Inc. and Spehar Capital, LLC, dated October 1, 2001 is hereby amended, as of the date herein, to reflect:

- 1) Subparagraph "1." under the provision entitled "COMPENSATION:" is hereby deleted and changed to read as follows:

"1. At such time as CMGT receives and accepts a Term Sheet or other commitment from an investor(s) (an "Accepted Commitment") for a minimum of \$1,000,000 Accepted Capital, CMGT will award Spehar Capital Stock Compensation equal to 6% of the total common shares and common share equivalents (as detailed in "3." of this agreement) issued to all shareholders.

- 2) Subparagraph "2." under the provision entitled "COMPENSATION:" is hereby deleted and changed to read as follows:

"2. Upon funding of an Accepted Commitment in an amount greater than \$2,000,000 (the "Funded Amount") for which an investor(s) requires less than 1.333% of CMGT's common stock and equivalents per \$100,000 invested (the "Required Percentage"), CMGT will award Spehar Capital additional Stock Compensation for an Additional Percentage of the total common shares and common share equivalents (as detailed in "3." of this agreement) issued to all shareholders. Additionally:

- a. Such Additional Percentage shall be equal to fifty per cent (50%) of the difference between 1.333% and the Required Percentage for each \$100,000 invested. For example, if the Funded Amount is \$3,500,000 and the Required Percentage is 35% (1% for each \$100,000 unit), Spehar Capital shall receive additional Stock Compensation exercisable into an Additional Percentage of 5% (15 x .333);
- b. At such time as CMGT receives and accepts such commitment for \$2,000,000, this agreement will convert to an exclusive agreement under all the same terms and conditions, and CMGT will grant Spehar Capital an exclusive right to any future debt and/or equity financing, sale, merger or acquisition, including an IPO; and
- c. Such Required Percentage used to calculate Spehar Capital's Additional Percentage shall be such investor(s) final Required Percentage after all earnback calculation(s) have been determined pursuant to agreement(s), if any, between CMGT and such investor(s).

- 3) For the purposes of this Letter Agreement, "Compensation" to Spehar Capital as defined and used herein shall not include any funds raised or otherwise made available to CMGT that:

- a) Are invested, whether on a debt or equity basis, in CMGT directly from any of CMGT's existing or prospective individual private investors;
- b) Are provided to CMGT under any bridge loan and/or any form of debt that is personally guaranteed by a principal of CMGT or subject to interest or any other form of financial device which represents a form of additional funds that may be due a lender(s) or provider(s) of such funds. This provision "3)b)" shall also apply to any form of CMGT debt that may be converted to equity as a result of any transaction entered into by CMGT.

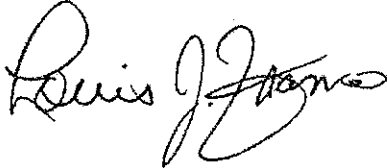
SIGNATURE PAGE FOLLOWS...

**CMGT, Inc.-Spehar Capital, LLC Letter Agreement
Addendum No. 2**

By affixing the duly authorized CMGT, Inc. and Spehar Capital, LLC officer signatures below as of the date(s) indicated, the parties hereby acknowledge their agreement to and acceptance of this Addendum:

CMGT, Inc.:

Spehar Capital, LLC:



Signature
Name: Louis J. Franco
Its: Chairman, President & CEO
Date: July 17, 2002

Signature
Name: Gerry Spehar
Its: President
Date: _____

CMGT, Inc.®

The Standard For Integrated Comprehensive Absence and Disability Management™

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

October 1, 2001

Mr. Gerry Spehar
SPEHAR CAPITAL LLC
1625 Grandview Avenue
Glendale, CA 91201

**Re: Letter Agreement Between CMGT, Inc. and Spehar Capital, LLC
Representation of CMGT, Inc. In Equity/Debt Financing Discussion(s)/Transaction(s)**

Dear Gerry:

This Letter Agreement supercedes all previous correspondence and/or proposed agreement(s) between Spehar Capital, LLC (Spehar Capital) and CMGT, Inc. (CMGT). Until we have an opportunity to draft and execute a definitive representation agreement between Spehar Capital and CMGT, this letter is to confirm (i) CMGT wishes to engage Spehar Capital on a non-exclusive basis to facilitate introductions to and perform certain advisory services pertaining to certain discussions Spehar Capital may have with third parties that may lead to debt and/or equity financing, sale, merger, acquisition, or other business relationship or other beneficial transaction between CMGT and others; and (ii) our mutual understanding and agreement to the general framework of a non-exclusive agreement between CMGT, Inc. and Spehar Capital pertaining to these discussions, as follows:

SCOPE OF WORK AND RESPONSIBILITIES:

- Spehar Capital agrees to use its best efforts in a timely manner, to assist the company in packaging and presenting business proposals, if needed, and to facilitate introductions to accredited investment firms, corporations and/or individual investors for debt and/or equity capital financing, sale, merger, acquisition, or to a business relationship, or other mutually beneficial transaction between CMGT and others. CMGT agrees to provide Spehar Capital with CMGT's Business Plan dated July 1, 2001, as may be amended from time to time, and forecasts, including its product, market, and distribution analyses and forecasts (the "Evaluation Material", as defined in and subject to the terms and conditions delineated in the Confidentiality Agreement to be mutually agreed to by Spehar Capital and CMGT), which will provide the proper information for Spehar Capital to provide to sources of debt and/or equity capital financing to utilize in making informed decisions. All information we provide to Spehar Capital and its sources is and will always be considered confidential information unless expressly stated otherwise in writing by CMGT.
- Spehar Capital agrees to introduce potential investors and advise CMGT in facilitating equity facilities, as directed by CMGT, only from accredited investors, as defined under the applicable Rules and Regulations of the Securities Act of 1933, as amended.

TERM OF AGREEMENT:

The period of Spehar Capital's engagement will expire twenty-four (24) consecutive months from the date of this Agreement, unless terminated earlier by either Spehar Capital or CMGT. Such Term will not affect any obligations that have already accrued under this Agreement prior to the date of termination of the Agreement.

Mr. Gerry Spehar
October 1, 2001
Page 2

For example, if the exclusivity provisions of this Agreement as delineated in subparagraph "1.", under the section herein entitled "COMPENSATION", has been triggered, such provisions will remain in effect notwithstanding the terms of this provision.

COMPENSATION:

CMGT agrees to pay or issue, as the case may be, Spehar Capital a success fee(s), as compensation for Spehar Capital's ongoing advice and introduction to the source(s) of primary equity capital financing, as delineated "Exhibit A", attached hereto and made a part of this Agreement, identifying the names and pertinent related information of all accredited investors/firms and other parties either introduced to CMGT by Spehar Capital or with whom CMGT has approved Spehar Capital to hold discussions and exchange information regarding CMGT during the term of our Agreement, immediately at the successful closing of a funding, or a transaction(s) as outlined above, such fees(s) to be determined as follows:

- A success fee, payable in cash, equal to 6% of the Accepted Capital (cash, liquid assets, assets to be used as collateral, Letter of Credit or other form of capital acceptable to CMGT) raised directly from any investor(s) either introduced by Spehar Capital or with whom CMGT has approved discussions with Spehar Capital.
- "Stock Compensation" of either common stock in CMGT or, if Spehar Capital so chooses, Warrants exercisable into common stock in CMGT. If the Stock Compensation is taken as Warrants, all such Warrants shall be for a term of 5 years, transferable and exercisable by the holder into common shares of CMGT at any time during the term at a strike price that results in a total cost of \$1,000 per 1% of CMGT (i.e. \$5,000 for 5%). Stock Compensation shall be based upon the following provisions:
 1. At such time as CMGT receives and accepts a Term Sheet or other commitment from an investor (an "Accepted Commitment") for a minimum of \$2,000,000 Accepted Capital, CMGT will award Spehar Capital Stock Compensation equal to 5% of the total common shares and common share equivalents (as detailed in "3." of this agreement) issued to all shareholders. In addition, at such time as CMGT receives and accepts such commitment for said \$2,000,000, this agreement will convert to an exclusive agreement under all the same terms and conditions, and CMGT will grant Spehar Capital an exclusive right to any future debt and/or equity financing, sale, merger or acquisition, including an IPO.
 2. Upon funding of an Accepted Commitment in an amount greater than \$2,000,000 (the "Funded Amount") for which an investor requires less than 1.333% of CMGT's common stock and equivalents per \$100,000 invested (the "Required Percentage"), CMGT will award Spehar Capital additional Stock Compensation for an Additional Percentage of the total common shares and common share equivalents (as detailed in "3." of this agreement) issued to all shareholders. Such Additional Percentage shall be equal to fifty per cent (50%) of the difference between 1.333% and the Required Percentage for each \$100,000 invested. For example, if the Funded Amount is \$3,500,000 and the Required Percentage is 35% (1% for each \$100,000 unit), Spehar Capital shall receive additional Stock Compensation exercisable into an Additional Percentage of 5% (15 x .333).
 3. All of the Stock Compensation awarded under "1. and 2." above shall not exceed ten percent (10%) of the total number of common shares and common share equivalents of CMGT, Inc. (i.e.,

Mr. Gerry Spehar
October 1, 2001
Page 3

Convertible preferred stock, warrants, partnership interests and options) granted to a lender, investor, buyer or partner.

4. All of the Stock Compensation awarded under this agreement shall be based on percentages of post investment or post merger shares and share equivalents (as detailed in "3." above) outstanding and the common stock and/or common shares underlying the Warrants (the "Underlying Shares") shall enjoy the usual and customary terms such as tag-along and piggyback rights. Concurrent with becoming a publicly traded company via merger, acquisition, Initial Public Offering (IPO) or any other method, or at least thirty days in advance of a private sale, private placement, re-organization or any other additional fund raising activity that CMGT may choose to commence, CMGT (or its successor) shall file a registration statement with the Securities and Exchange Commission registering all common stock or Underlying Shares of all outstanding Warrants issued to Spehar Capital (or its assignees), and CMGT shall keep such registration statement open and current until all outstanding Warrants have either been exercised or their five year term has expired. CMGT will give Spehar Capital (or its assignees) proper and timely advance notice when any registration statement is to be filed by CMGT. CMGT will use its reasonable best efforts to be flexible as to the timing and manner of Warrant or common stock compensation so as to minimize or delay tax consequences to Spehar Capital (or its assignees), should you so request.

5. The amounts and terms set forth in "1. and 2." of this agreement notwithstanding, CMGT will not accept any investment funds of less than \$2,000,000 from any investor Spehar Capital or Gerry Spehar has introduced to CMGT or caused to be introduced to CMGT (including Authoriszor, Inc., the Alaska Native Corporations (ANC's), Herbert Bailey, Kaplan, Gottbetter & Levenson, LLP, GEM and any investors these organizations or individuals or their principals may introduce to CMGT) without compensating Spehar Capital under terms acceptable to Spehar Capital.

Indemnity/Hold Harmless:

CMGT agrees to defend, indemnify and hold Spehar Capital, its officers, directors, employees, controlling persons, agents and assigns harmless from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees and costs, that Spehar Capital may incur as a result of a breach by CMGT of this agreement and/or the performance of services thereunder, except to the extent any such claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies are attributable to the negligence or bad faith of Spehar Capital or its agents. Likewise, Spehar Capital agrees to defend, indemnify and hold CMGT, its officers, directors, employees, controlling persons, agents and assigns harmless from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees and costs, that CMGT may incur as a result of a breach by Spehar Capital of this agreement and/or the performance of services thereunder, except to the extent any such claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies are attributable to the negligence or bad faith of CMGT or its agents.

Furthermore, separate and aside from the matters addressed earlier in this agreement, this letter also confirms that CMGT and/or its principals individually agree(s) to be represented by Spehar Capital and/or you as an individual, on an exclusive basis, on all other matters involving Authoriszor, Inc, the Alaska Native Corporations (ANC's), Herbert Bailey, Kaplan, Gottbetter & Levenson LLP and GEM that may lead to debt and/or equity financing, sale, merger, acquisition, or other business relationship or beneficial transaction with

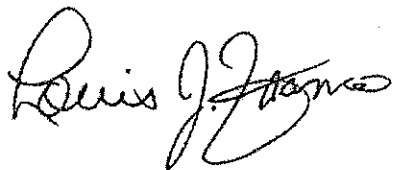
Mr. Gerry Spehar
October 1, 2001
Page 4

CMGT or its principals. Of course, specifics concerning compensation and other pertinent issues relating to such exclusive representation will be addressed under the terms of a definitive agreement(s) to be developed and mutually agreed upon between Spehar Capital and/or you as an individual and CMGT, Inc and/or its principals individually.

If the above accurately describes our mutual understanding, please indicate Spehar Capital's agreement thereto by signing two (2) original edition copies of this letter, at the space provided below, and returning a fully executed copy to me for our records. We will then draft a definitive agreement form and provide it to Spehar Capital for its consideration and agreement.

Gerry, we look forward to working with Spehar Capital and appreciate your consideration and assistance in raising capital for CMGT.

Very truly yours,



Louis J. Franco, RHU

Read and Agreed To:

Spehar Capital, LLC

By: _____
Gerry Spehar

Title: _____

Date: _____

Mr. Gerry Spehar
October 1, 2001
Page 5

EXHIBIT A – The following Exhibit is hereby attached to and is a part of this Agreement as of the date of this Letter Agreement.

REGISTRATION OF ACCREDITED INDIVIDUAL INVESTOR NAMES AND INVESTMENT FIRMS INTRODUCED BY SPEHAR CAPITAL LLC OR WITH WHOM CMGT HAS APPROVED SPEHAR CAPITAL TO HOLD DISCUSSIONS AND EXCHANGE INFORMATION REGARDING CMGT AS DEFINED HEREIN

This Registration of Accredited Individual Investor Names and Investment Firms Exhibit (hereinafter referred to as “Registration”) is intended to identify all accredited investors/firms and other parties introduced (i) to CMGT by Spehar Capital or (ii) with whom CMGT has approved Spehar Capital to hold discussions and exchange information regarding CMGT as defined herein. Both Spehar Capital and CMGT agree this Registration, as may be amended only by written addendum thereto from time to time, is the only definitive record of all sources so introduced, as reference(s) to such source(s) are made to in this Agreement.

The itemized list of all such accredited investors/firms and other parties is as follows:

| | Full Legal Name of Individual Investor and/or Firm ¹ | Name/Title of Principal Contact(s) | Mailing Address(es), Telephone, Fax & E-mail | Date of Initial Introduction to CMGT by Spehar Capital |
|----|---|---|--|---|
| 1. | Authoriszor, Inc | Paul Ayres, Pres. & CEO Andrew Cussons, CFO | 1 Van de Graaff Drive, Ste 502 Burlington, MA 01803-5188 781-359-9650 | 06-18-2001 |
| 2. | Alaska Native Corporations, comprised of Bethel Native Corp. (BNC), Doyon, ,Ltd. and Sealaska Corp. (collectively “ANC’s”), | <i>BNC:</i> Marc Stemp, Pres & CEO <i>Doyon, Ltd.:</i> Dean Rampy, CFO <i>Sealaska Corp.</i> Chris E. McNeil, Jr. Pres & CEO | <i>BNC:</i> Bethel Native Corporation, Box 719 Bethel, Alaska 99559 907-543-2124 <i>Doyon, Ltd.:</i> 1 Doyon Place, Ste 300 Fairbanks, Alaska 99701 907-452-4755 <i>Sealaska Corp.</i> 18000 International Blvd., Ste 1009 Sea Tac, WA 98188 206-902-4411 | <i>BNC:</i> 06-15/2001 <i>Doyan & Sealaska:</i> 07-13-2001 |
| 3. | Herbert Bailey as an individual and/or d/b/a Bay Cove Financial and/or Explorer Holdings | Herbert Bailey, Principal Gregg Webster, Consultant | 502 West King Street Philadelphia, PA 19144 215-849-3048 4385 N. Bacal Loop Beverly Hills, FL 34465 352-746-5655 | 07/17/2001 |

¹ Indicates investor and/or firm introduced to Spehar Capital by CMGT.

Mr. Gerry Spehar
October 1, 2001
Page 6

| Full Legal Name of Individual Investor and/or Firm ² | Name/Title of Principal Contact(s) | Mailing Address(es), Telephone, Fax & E-mail | Date of Initial Introduction to CMGT by Spehar Capital |
|--|--|---|--|
| 4. Consumers Financial Corp. | R. Frederic Zullinger, Sr. VP & CFO | 1513 Cedar Cliff Drive Camp Hill, PA 17011 717-730-6306 | 09-12-2001 |
| 5. Kaplan Gottbetter & Levenson LLP Global Emerging Markets (GEM) | KGL: Adam S. Gottbetter, Esq. GEM: Christopher Brown, Director of Global Emerging Markets No. America, Inc. | KGL: 630 Third Ave, 5 th Floor New York, New York 10017 212-983-6900 GEM: 712 5 th Avenue, 7 th Floor New York, New York 10019 212-582-3400 | KGL: 09-24-2001 GEM: 09-27-2001 |
| 6. The Abbey Group, Inc. | Edwin Mendlinger, President | 106 East 65 th Street New York, New York 10021-6654 212-956-2419 | 09-21-2001 |
| 7. Norman Goldberg ¹ | <i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i> | 516-542-4103 | 09-24-2001 |
| 8. Howard Mann ¹ | <i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i> | 310-477-6911 | 09-24-2001 |
| 9. Joseph Greco ¹ | <i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i> | 714-278-2375 | 09-24-2001 |
| 10. Leon Pink ¹ | <i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i> | 310-475-6702 | 09-24-2001 |
| 11. Reiner Braun ¹ | <i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i> | 213-830-4368 | 09-24-2001 |
| 12. Daniel Cannon ¹ | <i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor</i> | 310-589-2139 | 09-24-2001 |

¹ ² Indicates investor and/or firm introduced to Spehar Capital by CMGT.

Mr. Gerry Spehar
October 1, 2001
Page 7

| Full Legal Name of Individual Investor and/or Firm ² | Name/Title of Principal Contact(s) | Mailing Address(es), Telephone, Fax & E-mail | Date of Initial Introduction to CMGT by Spehar Capital | |
|---|--|--|--|------------|
| | <i>Los Angeles, CA 90017 213-892-0999</i> | | | |
| 13. | William (Billie) Chambers ¹ | <i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i> | 011-49-89-5205-9610 (Munich) 011-44-208-995-6700 (London) 011-49-172-983-3717 (cell) | 09-24-2001 |
| 14. | Rodney Loeb, Esq., Et Al. ¹ | <i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i> | 213-892-0999 | 09-24-2001 |
| 15. | Peter Mattingly ¹ | <i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i> | | 09-24-2001 |
| 16. | Brobeck, Phleger & Harrison LLP Et Al. ¹ | W. Carl Moore, Jr., Esq., Associate Business & Technology Section | Brobeck, Phleger & Harrison, LLP 4801 Plaza on the Lake Austin, TX 78746 512-330-4129 | 09-25-2001 |
| 17. | Dick (& Barbara) Stewart ¹ | <i>Individual Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i> | 7601 Talbrin Way Chapel Hill, NC 25116 919-932-9800 | 09-28-2001 |
| 18. | The Equitable Life Assurance Society of the U. S. (an AXA Company) | John Cirircion , General Counsel – also: Kevin Byrnes, Sr. VP & Treasurer <i>Referral by Michael Newman, Esq., Daar & Newman 865 S. Figueroa Street, 23rd Floor Los Angeles, CA 90017 213-892-0999</i> | 168 Canal Street Manhattan, New York 10013 212-941-8880 212-314-4081 | 09-28-2001 |

EXHIBIT 98

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

Yolanda Anderson

From: Louman01@aol.com
Sent: Wednesday, July 17, 2002 4:30 PM
To: Gerry Spehar
Cc: Given, Ronald B.
Subject: CMGT/Spehar Capital Letter Agreement-Addendum 2
Attachments: CMGT-SpeharAgreement_AddendumNo2_07-17-2002.doc

Gerry:

Here's Addendum 2 to our Letter Agreement, signed on behalf of CMGT by me. I believe this satisfies both your issues and ours. If acceptable, please sign 2 original edition copies, keep one and e-mail/fax and mail me one fully executed copy.

Exhibit A need to be updated at some point...send me the updated names/contact info. and I will expand the table on the Exhibit.

Best regards,

Lou

Louis J. Franco, RHU
Chairman, 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: ljfranco.cmgt@att.net

=====
NOTICE: The information contained in and/or attached to this E-mail message may be privileged and confidential information and protected from disclosure. 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
=====

**CMGT, Inc.-Spehar Capital, LLC Letter Agreement
Addendum No. 2**

The Letter Agreement (Agreement) between CMGT, Inc. and Spehar Capital, LLC, dated October 1, 2001 is hereby amended, as of the date herein, to reflect:

- 1) Subparagraph "1." under the provision entitled "COMPENSATION:" is hereby deleted and changed to read as follows:
 - "1. At such time as CMGT receives and accepts a Term Sheet or other commitment from an investor(s) (an "Accepted Commitment") for a minimum of \$1,000,000 Accepted Capital, CMGT will award Spehar Capital Stock Compensation equal to 6% of the total common shares and common share equivalents (as detailed in "3." of this agreement) issued to all shareholders.

- 2) Subparagraph "2." under the provision entitled "COMPENSATION:" is hereby deleted and changed to read as follows:
 - "2. Upon funding of an Accepted Commitment in an amount greater than \$2,000,000 (the "Funded Amount") for which an investor(s) requires less than 1.333% of CMGT's common stock and equivalents per \$100,000 invested (the "Required Percentage"), CMGT will award Spehar Capital additional Stock Compensation for an Additional Percentage of the total common shares and common share equivalents (as detailed in "3." of this agreement) issued to all shareholders. Additionally:
 - a. Such Additional Percentage shall be equal to fifty per cent (50%) of the difference between 1.333% and the Required Percentage for each \$100,000 invested. For example, if the Funded Amount is \$3,500,000 and the Required Percentage is 35% (1% for each \$100,000 unit), Spehar Capital shall receive additional Stock Compensation exercisable into an Additional Percentage of 5% (15 x .333);
 - b. At such time as CMGT receives and accepts such commitment for \$2,000,000, this agreement will convert to an exclusive agreement under all the same terms and conditions, and CMGT will grant Spehar Capital an exclusive right to any future debt and/or equity financing, sale, merger or acquisition, including an IPO; and
 - c. Such Required Percentage used to calculate Spehar Capital's Additional Percentage shall be such investor(s) final Required Percentage after all earnback calculation(s) have been determined and fully vested pursuant to agreement(s), if any, between CMGT and such investor(s).

- 3) For the purposes of this Letter Agreement, "Compensation" to Spehar Capital as defined and used herein shall not include any funds raised or otherwise made available to CMGT that:
 - a) Are invested, whether on a debt or equity basis, in CMGT directly from any of CMGT's existing or prospective individual private investors who are not initially introduced by Spehar Capital;
 - b) Are provided to CMGT under any bridge loan and/or any form of debt that is personally guaranteed by a principal of CMGT or subject to interest or any other form of financial device which represents a form of additional funds that may be due a lender(s) or provider(s) of such funds. This provision "3)b)" shall also apply to any form of CMGT debt that may be converted to equity as a result of any transaction entered into by CMGT.

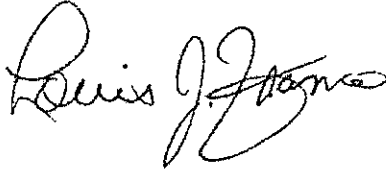
SIGNATURE PAGE FOLLOWS...

**CMGT, Inc.-Spehar Capital, LLC Letter Agreement
Addendum No. 2**

By affixing the duly authorized CMGT, Inc. and Spehar Capital, LLC officer signatures below as of the date(s) indicated, the parties hereby acknowledge their agreement to and acceptance of this Addendum:

CMGT, Inc.:

Spehar Capital, LLC:



Signature

Name: Louis J. Franco

Its: Chairman, President & CEO

Date: July 17, 2002

Signature

Name: Gerry Spehar

Its: President

Date: _____