

IN THE CIRCUIT COURT OF THE  
EIGHTEENTH JUDICIAL CIRCUIT IN  
AND FOR BREVARD COUNTY, FLORIDA

CASE NO. 05-2013-CA-33457

SCOTT ELLIS, in his official capacity as  
Brevard County Clerk of the Circuit Court,

Plaintiff/Counter-Defendant,

vs.

BLUEGEM, LLC, a Florida limited liability  
company,

Defendant/Counter-Plaintiff.

\_\_\_\_\_ /

**NOTICE OF FILING**

Plaintiff/Counter-Defendant, by and through undersigned counsel, hereby gives notice of filing the attached Deposition Transcript of Nick Geaney taken March 3, 2014 and attached redacted exhibits.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via email transmission on this 30 day of May, 2014 to: David S. Cohen, Esq., Attorney for Defendant at: [david@dscohenlaw.com](mailto:david@dscohenlaw.com); [admin@dscohenlaw.com](mailto:admin@dscohenlaw.com); [cadams@dscohenlaw.com](mailto:cadams@dscohenlaw.com).

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Plaintiff(s),

VOLUME I

vs.  
BLUEGEM, LLC, a Florida limited liability  
company,

Defendant(s).

BLUEGEM, LLC, a Florida limited liability  
company,  
Counter-Plaintiff,

vs.  
SCOTT ELLIS, in his official capacity as  
Brevard County Clerk of the Circuit Court.

Counter-Defendant.

VIDEO DEPOSITION OF  
NICK GEANEY  
Taken on Behalf of the Plaintiff

DATE TAKEN: March 3, 2014  
TIME: 9:39 a.m. - 6:26 p.m.  
PLACE: 1795 W. NASA Blvd.  
Melbourne, Florida

Examination of the witness taken before:  
Yvette S. Harrison, RPR, FPR,  
Court Reporter  
and Notary Public, State of Florida at Large.  
King Reporting & Video Conference Center  
14 Suntree Place  
Viera, Florida 32940

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APPEARANCES

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SOPHIE CARTER, VIDEOGRAPHER

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THE VIDEOGRAPHER: We're on the record on March  
3rd, 2014 at 9:39. This is the deposition of Nick  
Geaney. Would the witness please raise your right  
hand to be sworn?

NICK GEANEY,

A witness herein, acknowledged having been duly  
sworn and testified upon his oath as follows:

THE WITNESS: I do.

THE VIDEOGRAPHER: Attorneys please state your  
appearances for the record.

MR. RUSSELL: Alec Russell for the plaintiff.

MR. BERNBAUM: Lee Bernbaum for the defendant  
BlueGem.

THE VIDEOGRAPHER: Please begin.

DIRECT EXAMINATION

BY MR. RUSSELL:

Q. Good morning, Mr. Geaney.

A. Good morning.

Q. Would you please state your full name for the  
record?

A. Nicholas Gerald Geaney.

Q. And where's your current address?

A. It's 300 -- apartment 349, 2860 Cleveland  
Avenue, St. Joseph, Michigan.

Q. Mr. Geaney, have you ever given a deposition

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<p style="text-align: right;">Page 5</p> <p>1 before?</p> <p>2 A. Yes.</p> <p>3 Q. So you understand generally how it works, I ask</p> <p>4 the questions and you answer as we go?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Let me just go over a few basic ground</p> <p>7 rules that help the deposition go a little more smoothly</p> <p>8 for you and I and especially for our court reporter.</p> <p>9 It's very difficult for her to transcribe when</p> <p>10 we speak at the same time, so I'll try to let you finish</p> <p>11 your answer before I begin my next question and I ask</p> <p>12 that you do the same. If you need to take a break for</p> <p>13 any reason, let us know, we're happy to go off the record</p> <p>14 and do that at any time as long as there's not a question</p> <p>15 pending at the time.</p> <p>16 We don't want you to guess or speculate about</p> <p>17 anything. When I ask you a question, I only want to know</p> <p>18 what you know from your own personal knowledge. If I ask</p> <p>19 you a question and you don't understand the way I've</p> <p>20 asked the question, just ask me to rephrase it, I'm more</p> <p>21 than happy to do that.</p> <p>22 From time to time Mr. Bernbaum may make</p> <p>23 objections on the record. He will most likely object to</p> <p>24 form. Just pause for a moment, let him get his objection</p> <p>25 in and then you can go ahead and answer, unless someone</p>	<p style="text-align: right;">Page 7</p> <p>1 A. I was like a cost containments manager cum VP</p> <p>2 of operations. There's only three people, so we did</p> <p>3 quite a, you know, diverse role there.</p> <p>4 Q. When you say cost containment, do you mean that</p> <p>5 you were reviewing contracts and negotiating with vendors</p> <p>6 or other contract parties to reduce contract prices?</p> <p>7 A. Yes. As well as the US employees coming into</p> <p>8 the UK, making sure they were getting -- they weren't</p> <p>9 like spending too much on their expense reports, that we</p> <p>10 were booking them into the right hotels, we used the most</p> <p>11 efficient transport.</p> <p>12 And at the time Blueware was working on a</p> <p>13 contract at Portsmouth Hospital's Trust where they had</p> <p>14 employees coming over for really quite long stays, six,</p> <p>15 eight weeks at a time. So we were looking for the best</p> <p>16 place to house them and do different things.</p> <p>17 Q. Okay. And what sort of work was Blueware doing</p> <p>18 for the hospital?</p> <p>19 A. Basically they were installing a software</p> <p>20 system.</p> <p>21 Q. What sort of software system?</p> <p>22 A. Electronic document management. Basically the</p> <p>23 hospital have two forms of data, structured data and</p> <p>24 unstructured data. Structured data is something when you</p> <p>25 went -- when you would go and they would hook you up to</p>
<p style="text-align: right;">Page 6</p> <p>1 instructs you not to answer a question, at which time we</p> <p>2 will probably have a discussion and work that out and</p> <p>3 then we will let you know. Okay. Are we ready to</p> <p>4 proceed?</p> <p>5 A. Yep.</p> <p>6 Q. Okay. My understanding, Mr. Geaney, is that</p> <p>7 you at one time served as a chief operating officer for</p> <p>8 Blueware, LLC. Is that true?</p> <p>9 A. Yeah. I think it's incorporated actually.</p> <p>10 Q. Oh, is it Blueware, Inc.?</p> <p>11 A. Yeah.</p> <p>12 Q. Okay. And, yeah, feel free to correct me as we</p> <p>13 go along. You know a lot more about the things we'll be</p> <p>14 discussing than I do. Okay. When did you first become</p> <p>15 employed by Blueware?</p> <p>16 A. 2006 in the United Kingdom.</p> <p>17 Q. Okay. Did Blueware have a UK entity or was it</p> <p>18 the American entity that was just doing business in the</p> <p>19 UK?</p> <p>20 A. Both. There was a limited liability company as</p> <p>21 well as Blueware, Inc. doing business in the United</p> <p>22 Kingdom. I was on the Blueware, Inc. payroll.</p> <p>23 Q. Okay. So the American entity?</p> <p>24 A. (Nods head.)</p> <p>25 Q. Okay. And what did you do?</p>	<p style="text-align: right;">Page 8</p> <p>1 an ECG machine and it would digitally give you the data</p> <p>2 and it would store into the system. The unstructured</p> <p>3 data is anything that was written on paper, doctor's</p> <p>4 notes, in the field ECG where you got the long lines of</p> <p>5 your heart rhythm, that would be cast as unstructured</p> <p>6 data.</p> <p>7 So when a doctor looks at it, he would see part</p> <p>8 of it on the computer and part of it in paper. We would</p> <p>9 take the paper, upload it into a computer system so they</p> <p>10 could see the whole lot in one view, so the doctor could</p> <p>11 see one view of the patient's record.</p> <p>12 Q. And did Blueware own the software? And when I</p> <p>13 say own the software, did Blueware have -- own the</p> <p>14 intellectual property rights to the software or was it</p> <p>15 someone else's software?</p> <p>16 A. Blueware was using their own software at that</p> <p>17 time called Wellness Connection. They owned the actual</p> <p>18 software that gives you the demonstration to store the</p> <p>19 data. The scanning software was Kofax.</p> <p>20 Q. Okay. And the scanning software had to be used</p> <p>21 to upload the data into the system?</p> <p>22 A. Yeah. So basically the way it would work is</p> <p>23 that if you just scanned it without software, you would</p> <p>24 have a thing called a data blob where you would get 600</p> <p>25 sheets of paper that was meaningless, the docs would have</p>

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BREVARD COUNTY VS BLUEGEM LLC

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<p style="text-align: right;">Page 9</p> <p>1 to go through each one. The scanning software would</p> <p>2 index it under the right folder under the right file.</p> <p>3 So basically the scanning software would detect</p> <p>4 that it was a renal report and it would put it in the</p> <p>5 renal folder. And if it was a heart, a cardiovascular,</p> <p>6 it would put it into cardiovascular. And that was used,</p> <p>7 they used Kofax, that Blueware didn't actually do the</p> <p>8 scanning.</p> <p>9 Q. What was Kofax? That was a software company?</p> <p>10 A. Kofax is a software -- was a software company.</p> <p>11 It's owned by Kodak I believe now. Who basically had a</p> <p>12 software that did sort of recognition in many different</p> <p>13 forms. So it could recognize a name on a piece of paper,</p> <p>14 bar code.</p> <p>15 What Blueware would do is they would put a bar</p> <p>16 code. Can I use this piece of paper? So they get</p> <p>17 report, an individual would put a bar code in the top</p> <p>18 piece of the thing and then scan it into the bar code</p> <p>19 would say that it was a renal form.</p> <p>20 Q. I see.</p> <p>21 A. So the software -- the Kofax software</p> <p>22 identified what document it was to store into Blueware</p> <p>23 software.</p> <p>24 Q. I think you said, and correct me if I'm wrong,</p> <p>25 I don't want to put words in your mouth at any point, but</p>	<p style="text-align: right;">Page 11</p> <p>1 A. And Blueware in the United Kingdom.</p> <p>2 Q. Okay. And were you chief operating officer at</p> <p>3 that time?</p> <p>4 A. No.</p> <p>5 Q. Or you said you were VP of something?</p> <p>6 A. VP of operations when I first came over.</p> <p>7 Q. Okay. And at what point did you become COO?</p> <p>8 A. 2010. I don't remember the month.</p> <p>9 Q. Okay.</p> <p>10 A. It's really, really difficult. Rose and</p> <p>11 Blueware had about nine or ten entities and realistically</p> <p>12 they were one as in from an operating standpoint. So,</p> <p>13 you know, BlueGem, Roseware, BlueLands, Blueware, Inc.,</p> <p>14 Blueware International, Blue Cloud, Blue Scan, you know,</p> <p>15 the Baby Blues as she called them didn't really -- didn't</p> <p>16 have any employees apart from the Blueware employees and</p> <p>17 we would -- it was just name.</p> <p>18 There was no other contract except for we did a</p> <p>19 small -- we did a small video for Roseware in 2000</p> <p>20 something, seven maybe, and we bought some properties for</p> <p>21 BlueLands in 2010. Apart from that, the other companies</p> <p>22 were dormant pretty much.</p> <p>23 Q. You mentioned someone named Rose, is that Rose</p> <p>24 Harr?</p> <p>25 A. Yeah.</p>
<p style="text-align: right;">Page 10</p> <p>1 I'm just making sure I understood you correctly, I think</p> <p>2 you said the Blueware didn't actually do the scanning?</p> <p>3 A. No, that was done by a company called Graphic</p> <p>4 Data. The contract in its entirety was owned by the IBM</p> <p>5 Corporation. So the prime on the contracts was IBM and</p> <p>6 they did all the service management, delivery, change</p> <p>7 control, cost control. And Blueware implemented their</p> <p>8 software, they used Blueware software to do it and</p> <p>9 Graphic Data were doing the scanning proportion --</p> <p>10 portion of it.</p> <p>11 Q. Okay. At that time in 2006, to your knowledge,</p> <p>12 was Blueware doing any scanning operations for anyone?</p> <p>13 A. No.</p> <p>14 Q. It's my understanding that at some point you</p> <p>15 moved here to the United States still working for</p> <p>16 Blueware; is that correct?</p> <p>17 A. Yeah. Chicago HIMSS 2009, I came over to</p> <p>18 Chicago, then flew to Michigan. And for the next 12</p> <p>19 months, 18 months I was working as VP of operations for</p> <p>20 both entities and flying in and out of the states. I had</p> <p>21 a house on 735 Chapin Street in Cadillac and I had a</p> <p>22 house in the United Kingdom and I was flying in 50/50,</p> <p>23 50 percent of the time.</p> <p>24 Q. Okay. When you say both entities, you mean</p> <p>25 Blueware, Inc. here in the states?</p>	<p style="text-align: right;">Page 12</p> <p>1 Q. And is Rose Harr the owner of Blueware?</p> <p>2 A. All of the entities, yes.</p> <p>3 Q. Okay. Is she the sole shareholder?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. To your knowledge, have there ever been</p> <p>6 any other shareholders?</p> <p>7 A. Yeah. George Beckett was a 50/50 partner when</p> <p>8 they opened in 1993, finished in 2007.</p> <p>9 Q. So she bought him out at that time?</p> <p>10 A. It was a hostile takeover.</p> <p>11 Q. I see. Can you explain that?</p> <p>12 A. Rose believed in the bigger picture, world</p> <p>13 domination for better words. So she wanted to take</p> <p>14 Blueware into England and had a bigger, bigger picture.</p> <p>15 George was the IT brains behind the</p> <p>16 organization. Him and a guy called Chuck Bartholomew</p> <p>17 wrote the software. He was more the I was going to say</p> <p>18 introvert, but he was an extrovert outside of it. But</p> <p>19 he -- from a business standpoint, he was happy earning</p> <p>20 his 400 grand a year or whatever it may be servicing the</p> <p>21 midwest and Nashville in the US, having a comfortable</p> <p>22 lifestyle rather than taking Blueware to a huge entity.</p> <p>23 And then they went for -- they went to a</p> <p>24 meeting, a company meeting in Michigan. The girl I</p> <p>25 worked with, Sara Greenwood, flew to Michigan and I</p>

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<p style="text-align: right;">Page 13</p> <p>1 stayed in England. There was a company meeting one day  2 and the next day the police were involved. Rose  3 apparently said that George had hit her in the meeting.  4 That was never substantiated and they had this like  5 Russian roulette clause in the contract where one partner  6 had to -- and maybe -- I'm not 100 percent right, but had  7 to give a figure. And if the other partner offered the  8 same or more, they got control.  9 So for about six months George was phoning the  10 UK trying to get the figures and predictions to get  11 investment, Rose was saying that we couldn't deliver it  12 and it got very messy. And then in December 2007 it was  13 settled and George was never seen again.  14 I know that a lot of his money was put in  15 escrow for two years so he couldn't compete in the usual  16 contract, you know, he couldn't do that compete.  17 Q. Non compete agreement?  18 A. Yeah. Yeah, he couldn't disburse and  19 disparage. He couldn't work in the industry I don't  20 believe.  21 Q. For a certain period of time?  22 A. Yeah.  23 Q. Understood. Do you know if he is working in  24 the industry now?  25 A. Yeah. He runs the -- he runs the HTO which is</p>	<p style="text-align: right;">Page 15</p> <p>1 Q. Like trucking?  2 A. Yeah.  3 Q. Okay.  4 A. So all we did was we uploaded -- we sold them  5 some scanners and we uploaded the software so they could  6 scan their own documents.  7 Q. I see. You say you sold them some scanners,  8 were you just acting as a middleman or did Blueware  9 generally sell scanners in the marketplace?  10 A. No. Blueware generally sold scanners to the  11 customers in the hospitals that they put the software in  12 sideline, sold service for IBM as well and some bits and  13 pieces.  14 Q. And then other companies would actually do any  15 necessary scanning?  16 A. Yes.  17 Q. Or it would be done in-house by the hospital  18 presumably?  19 A. Yes. We may do a little bit of training, may,  20 very, very rarely in a small community hospital, but we  21 didn't actually have a scanning person.  22 Q. Did Blueware offer any other products or  23 services other than what you've already described?  24 A. No.  25 Q. Were there any managers of BlueGem, or I'm</p>
<p style="text-align: right;">Page 14</p> <p>1 the health -- he runs the health board in Nashville,  2 Tennessee or did.  3 Q. Okay. Do you know if he resides in Nashville,  4 Tennessee?  5 A. He had a place in Nashville, but he also had  6 great ties with Indiana, so I am not sure.  7 Q. Okay. So when was the last time you had any  8 communication with George?  9 A. I spoke to him at HIMSS in Orlando 2011.  10 Q. And HIMSS, what's that?  11 A. HIMSS is the trade show that's basically for  12 the health industry. It was in Orlando about two weeks  13 ago or last week.  14 Q. Was that the crux of Blueware's business up  15 until let's say 2010 dealing with the health care  16 industry and document management for them?  17 A. We hadn't done it -- I hadn't done a -- any  18 work except for buy a couple of houses outside of the  19 health industry the whole time I was in Blueware. It was  20 our sole thing.  21 Oh, we had one customer, Vantage Transport, who  22 we sold Kofax software as a reseller, but apart from  23 that.  24 Q. What sort of business were they?  25 A. A transport company.</p>	<p style="text-align: right;">Page 16</p> <p>1 sorry, Blueware, managers, director level type people  2 other than Rose and yourself?  3 MR. BERNBAUM: Object to the form. Just I'm  4 not sure if you're asking about what period of time  5 you're asking about.  6 MR. RUSSELL: Okay. Up until 2010.  7 A. 2010, yes. There was a number. It was a  8 turning door. So I can -- there was Cathy Billingsley,  9 who was a CMO, chief marketing officer. There was a  10 couple of CTIs, a guy called Marls Bridgeford.  11 BY MR. RUSSELL:  12 Q. What's a CTO for the record?  13 A. Chief technology officer.  14 Q. Okay.  15 A. CTO. And there's a CTI is information  16 technology, it's slightly different. Information  17 technology is basically the hardware of the side of the  18 business where your infrastructure comes in, all your  19 networks and cable. And the CTO is more the technical  20 side, the software, understands the bigger picture.  21 Q. Okay.  22 A. And then that builds a C-suite. So there's a  23 chief marketing officer, she had electrical Cathy  24 Billingsley. There was Marls Bridgeford was CTO. There  25 was Dean Butler, who was director of infrastructure,</p>

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<p style="text-align: right;">Page 17</p> <p>1 which is CIO. There was, God, there's so many, I'm just  2 trying to think. There was a guy out of North Carolina  3 that came in on contract. I need to think about his  4 name, it will come to me.  5 Q. That's okay. It's probably not --  6 A. There's a number.  7 Q. Okay. I understand. It's my understanding  8 that around the 2010 time period Blueware started looking  9 to relocate?  10 A. Yes.  11 Q. From Michigan?  12 A. Yes.  13 Q. Okay. Let me back up just a little bit. You  14 mentioned Cadillac earlier and I think you said you were  15 living in Cadillac, Michigan?  16 A. Yeah.  17 Q. Was that where Blueware's operation was?  18 A. Yes.  19 Q. Okay. So what was going on in the 2010 time  20 period so that Roseware started or, I'm sorry, Blueware  21 started looking to relocate?  22 A. The Obama Act was coming in and there was a  23 certification for meaningful use, which was basically  24 Obama Care, and the software needed to meet large  25 criteria.</p>	<p style="text-align: right;">Page 19</p> <p>1 have helped architects write that software. Did they  2 have enough people to do it in a time frame that would  3 meet meaningful use? No. It would have meant that we  4 would had to have probably 20 or 30 employees.  5 So Rose looked at outsourcing to India and  6 China and numerous different things doing it. She then  7 looked at the Space Coast because engineers down here.  8 And it come down to basically I weren't moving, nor were  9 Blueware. Nobody at Blueware would move to Melbourne.  10 Rose has got ties at Melbourne with her  11 father-in-law and her ex-husband, who is her partner,  12 they're still together but they're not married, and  13 family and she liked it. So she came down in 2010 and  14 identified the Caldwell Banker building on Indialantic as  15 a possible to move Blueware. It was empty at the time,  16 there was nobody in it. But Caldwell Banker Indialantic  17 are in there now, that's the building.  18 And pretty much the 40 people at Blueware said,  19 yeah, we're not moving. Bearing in mind that the  20 majority of them were what I call second income  21 employees. So there were a few programmers that were  22 main income employees, but there was a lot of ladies that  23 had husbands that were earning more than them, so it just  24 didn't make any sense for them to pick up and move apart  25 from the weather, you know, you know. So it basically</p>
<p style="text-align: right;">Page 18</p> <p>1 Now taking politics aside, basically what was  2 happening was the big three, McKesson, Cerner and Epic,  3 who are the big, big players in the technology market,  4 underneath IBM, HP. So, basically, they're all -- IBM  5 and HP are the technical servers do all the bits and  6 pieces. Underneath it, the actual products were  7 McKesson, Epic and Cerner. And they were lobbying for  8 meaningful use around security and loads of different  9 technical certifications that the software would have to  10 have to be eligible for Obama Care, to get your  11 reimbursements.  12 Blueware didn't have that certification within  13 the current software that we were using at the time. So  14 there was -- there was a decision to be made at that  15 point. That is the first real disagreement that Rose and  16 I had. Rose wanted to chase meaningful use. So  17 basically it meant do a rewrite of the software to meet  18 certification, which I estimated would cost around three  19 to four million dollars. Blueware weren't doing that in  20 revenue.  21 Q. Did Blueware have the people with the  22 capabilities to write the software or would that be  23 something that Blueware was going to have to outsource?  24 A. Basically Blueware -- that's a very difficult  25 question. Blueware had a number of employees that could</p>	<p style="text-align: right;">Page 20</p> <p>1 got stallboard, nobody would move, so it went away.  2 Q. You had mentioned, just to take you back for a  3 moment, her former partner George. What was his last  4 name?  5 A. Beckett.  6 Q. And Mr. Beckett, he had written the software  7 that Blueware was using at that time?  8 A. With Chuck Bartholomew, who was a long term  9 employee. Basically the three of them left IBM, Chuck,  10 George and Rose in the early 90s and they started to  11 write it together. For a better sense of the word, Chuck  12 lost his balls and didn't have the staying power, he left  13 and went back to IBM or to somebody else and left Rose  14 and George there. It didn't work at IBM, so he came  15 back, but he came back as an employee.  16 Q. I see.  17 A. And he set at home and worked at home for the  18 last 15, 20 years. He sits in his little cave downstairs  19 in Kalamazoo, Michigan and writes software.  20 Q. Okay. Did Blueware look at properties in  21 Michigan as an option?  22 A. Not in 2010.  23 Q. Okay. When did that occur?  24 A. That occurred at the end of 2011, beginning of  25 2012. Blueware needed to grow. There was no -- it was</p>

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<p style="text-align: right;">Page 21</p> <p>1 doing reasonably -- it was doing very well in the</p> <p>2 Midwest, it had a best year. Rose wanted to take it to</p> <p>3 the next level. She said the skill level wasn't in</p> <p>4 Michigan and nobody would move up to the cold. It was</p> <p>5 eight degrees when I left yesterday, so it's cold and</p> <p>6 it's very difficult with the economics to get people to</p> <p>7 move to Michigan. So she did have a point. But a main</p> <p>8 competitor is in Madison, Wisconsin and has 3,000</p> <p>9 employees. So, you know, you can't get them there.</p> <p>10 Our issues were turnover, lack of structure.</p> <p>11 Even though the company was 20 years old, it was still</p> <p>12 pretty much a mom and pop start up. And if you look at</p> <p>13 the turnover rate, we were in the 68, 70 percent turnover</p> <p>14 rate. Just getting people to stay was really, really</p> <p>15 very difficult and it was because there was no real clear</p> <p>16 direction of what people were doing.</p> <p>17 So we looked at a building in Cadillac called</p> <p>18 the O'Neal building. It was \$365,000, needed about 900</p> <p>19 grand spending on it. So I went to the economic</p> <p>20 development people in Michigan and met with those guys.</p> <p>21 And basically told them that we wanted some money and if</p> <p>22 they didn't, we were going to move. And we had offers</p> <p>23 from other places. You know, just to fill the water,</p> <p>24 just throw the bomb in the middle of the room, you know.</p> <p>25 Snyder was up for reelection. It was --</p>	<p style="text-align: right;">Page 23</p> <p>1 said what about the others? She said this is where I</p> <p>2 want to be.</p> <p>3 So she wanted to show me the building. So we</p> <p>4 pulled up outside not knowing it was a realtor's office.</p> <p>5 It had been empty the last time Rose had been. And we</p> <p>6 went in and it was owned by Caldwell Banker and the first</p> <p>7 person we met there was Deborah Coldwell, who later</p> <p>8 became a Blueware employee.</p> <p>9 Q. Okay. Was anyone else traveling with you or</p> <p>10 was it just you and Rose?</p> <p>11 A. Just me and Rose.</p> <p>12 Q. Okay. Did you meet a real estate agent there</p> <p>13 named David Olmer?</p> <p>14 A. He was the broker, yes.</p> <p>15 Q. He was the broker under whom Debbie Coldwell</p> <p>16 worked?</p> <p>17 A. Yeah.</p> <p>18 Q. Okay. And did you meet him through Debbie?</p> <p>19 A. Yeah, they were in the office. She introduced</p> <p>20 us to David Olmer. Basically we sat down with them and</p> <p>21 told them that we were looking to relocate, where we</p> <p>22 needed to be, what we needed to do.</p> <p>23 They wanted to show us a building on Satellite</p> <p>24 Beach that would have been possible and some other bits</p> <p>25 and pieces. Then they suggested that we meet somebody</p>
<p style="text-align: right;">Page 22</p> <p>1 Q. Who is Snyder?</p> <p>2 A. He's the governor there. It was bad economics</p> <p>3 in Michigan. So, basically, we threw the bomb into the</p> <p>4 middle of the room and said if you don't give us the</p> <p>5 money, we're going to move. They threw it right back and</p> <p>6 said let's see your offers that you got and we hadn't</p> <p>7 been anywhere. And I'll be honest with you, we hadn't</p> <p>8 been anywhere.</p> <p>9 So Rose decided that she was going to go on a</p> <p>10 road trip and she said that I had to go with her. And we</p> <p>11 were going to -- in January of 2012, we were going to go</p> <p>12 to Sarasota, Raleigh, Durham, North Carolina --</p> <p>13 Nashville, Sarasota. Let me think. Sarasota, Nashville,</p> <p>14 Raleigh, Durham, North Carolina and one other, but I</p> <p>15 can't remember it.</p> <p>16 Q. That's okay.</p> <p>17 A. So Rose said we're flying into Orlando. And it</p> <p>18 made no sense to me at all, but Rose didn't -- doesn't</p> <p>19 always -- she's an extrovert so she -- she does things in</p> <p>20 her own way. So I went along with it. And she said, all</p> <p>21 right, we're going to go to Melbourne just to have a</p> <p>22 look. So I said okay.</p> <p>23 And we drove to Melbourne, she knew it because</p> <p>24 of her family ties. She took me straight to the Caldwell</p> <p>25 Banker building and said this is where I want to stop. I</p>	<p style="text-align: right;">Page 24</p> <p>1 that would help us get in touch with the people that were</p> <p>2 connected locally.</p> <p>3 Q. Okay.</p> <p>4 A. So they arranged a meeting with a guy called</p> <p>5 first Jason Steele.</p> <p>6 Q. Okay. Was he a lobbyist?</p> <p>7 A. Yeah.</p> <p>8 Q. Okay.</p> <p>9 A. We met him on the same day at Caldwell Banker.</p> <p>10 they got him in in the afternoon.</p> <p>11 Q. This first day that you?</p> <p>12 A. Yeah, yeah.</p> <p>13 Q. Okay.</p> <p>14 A. He was quite a character, he came in and said</p> <p>15 he could point us in the right way, meet the right</p> <p>16 people, do the right things and it only cost us five Gs a</p> <p>17 month. So --</p> <p>18 Q. Indefinitely?</p> <p>19 A. Yeah, pretty much. So I was very hesitant,</p> <p>20 didn't -- didn't really sit well with me at all.</p> <p>21 Q. What did he say he would do for you? Were</p> <p>22 there any specifics other than?</p> <p>23 A. That was it. It wasn't enough, you know.</p> <p>24 Q. Okay.</p> <p>25 A. You know, for five grand a month, I could</p>

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<p style="text-align: right;">Page 25</p> <p>1 introduce, you know, I could introduce you to whoever</p> <p>2 came in. You don't know, you know, there was no</p> <p>3 substance behind it at all really. He had been a</p> <p>4 representative or something and he knew the right people,</p> <p>5 but there was no substance there.</p> <p>6 Q. Okay. Did you express that belief to</p> <p>7 Mr. Olmer, you told him?</p> <p>8 A. Basically we let -- I let him go and I just</p> <p>9 went nuts. I'm English, pretty blunt, didn't ring right.</p> <p>10 So then they said meet -- David Olmer then said let's</p> <p>11 meet Matt Dupree.</p> <p>12 Q. Another lobbyist?</p> <p>13 A. Yeah. So we met with Matt Dupree with a guy</p> <p>14 called Tim Buckley who was his business partner.</p> <p>15 Q. Buckley?</p> <p>16 A. Yeah, Tim Buckley.</p> <p>17 Q. And where did that meeting take place?</p> <p>18 A. Same place in the board room at Caldwell</p> <p>19 Banker.</p> <p>20 Q. And how long after the meeting with Jason</p> <p>21 Steele was it that you met with Matt Dupree?</p> <p>22 A. I'm not sure whether it was the same afternoon</p> <p>23 or the next morning.</p> <p>24 Q. Okay.</p> <p>25 A. It was one or the other.</p>	<p style="text-align: right;">Page 27</p> <p>1 commissioners.</p> <p>2 He did pretty much -- he did pretty much a</p> <p>3 salesman's trick basically he went through where he could</p> <p>4 meet people, do things and say that he could meet and</p> <p>5 arrange meetings and stuff. And then he did the oldest</p> <p>6 trick in the book, he pulled out his phone and arranged</p> <p>7 to meet with Mary Bolin, the commissioner. And a meeting</p> <p>8 with Jay -- no, with Mark Larusso who was on the council</p> <p>9 but running for mayor. So he did a pretty much you going</p> <p>10 to meet with the commissioner tomorrow as a meet and</p> <p>11 greet and Mark you can have dinner with, Mark Larusso.</p> <p>12 Q. And when you say the commissioners, you mean</p> <p>13 the Brevard County commissioners?</p> <p>14 A. Yeah. And that was arranged, I think this was</p> <p>15 a Wednesday and it was Friday at 2:00 at the</p> <p>16 commissioner's, Mary Bolin's commissioner's office in</p> <p>17 Brevard, the meeting.</p> <p>18 Q. Okay. And I want to ask you about that, but</p> <p>19 before we get there, did Mr. Dupree also talk about what</p> <p>20 he would charge to offer his --</p> <p>21 A. 5,000 a month.</p> <p>22 Q. Same as Mr. Steele. Okay. Were there any</p> <p>23 other terms or conditions to what Mr. Dupree was offering</p> <p>24 at that time?</p> <p>25 A. No.</p>
<p style="text-align: right;">Page 26</p> <p>1 Q. So very short time?</p> <p>2 A. Yeah. We were only there for three or four</p> <p>3 days.</p> <p>4 Q. Okay. Who all was present with Mr. Dupree and</p> <p>5 Mr. Buckley and yourself and Rose?</p> <p>6 A. Them two, Olmer and Coldwell.</p> <p>7 Q. Okay. And it was Debbie Coldwell?</p> <p>8 A. Yeah.</p> <p>9 Q. I assumed this, but I didn't ask. Does Debbie</p> <p>10 Caldwell own -- have some ownership interest in Caldwell?</p> <p>11 A. No, it's spelled different.</p> <p>12 Q. Oh, it's spelled different.</p> <p>13 A. She just worked there.</p> <p>14 Q. How do you spell her name?</p> <p>15 A. It's an O instead of an A.</p> <p>16 Q. Okay. So it's Coldwell?</p> <p>17 A. Yeah.</p> <p>18 Q. Instead of Caldwell. Got you. Okay. Tell me</p> <p>19 about the meeting with Mr. Dupree and Mr. Buckley. What</p> <p>20 was discussed?</p> <p>21 A. Lots. That's quite vague. We were sat in the</p> <p>22 room, Matt Dupree and Tim Buckley walked in. Tim took</p> <p>23 the more -- it was almost like a double team. Tim came</p> <p>24 and didn't say much at all. Matt pretty much did the</p> <p>25 talking. Matt talked about him knowing the</p>	<p style="text-align: right;">Page 28</p> <p>1 Q. He would just hook you up with the right people</p> <p>2 for 5,000 a month?</p> <p>3 A. Yeah.</p> <p>4 Q. Okay. Did Blue --</p> <p>5 A. Rose was enamored by him from day one, so the</p> <p>6 decision was made.</p> <p>7 Q. Okay. So an agreement was reached?</p> <p>8 A. Yeah.</p> <p>9 Q. I see. And if I ask you in the context of this</p> <p>10 type of meeting if I say did you reach an agreement, I</p> <p>11 mean did Blueware rather than you individually.</p> <p>12 A. Yeah, 5,000 a month.</p> <p>13 Q. Okay. Was there any kind of contract with</p> <p>14 Mr. Dupree?</p> <p>15 A. Yeah.</p> <p>16 Q. A written contract?</p> <p>17 A. Yep.</p> <p>18 Q. Okay. Did it have -- and I realize you haven't</p> <p>19 memorized the contract.</p> <p>20 A. It was a three liner. It was very vague.</p> <p>21 Q. So it was just 5,000 a month, I introduce you</p> <p>22 to the right people?</p> <p>23 A. Yeah.</p> <p>24 Q. Okay. Was Mr. Dupree added to the Blueware</p> <p>25 payroll?</p>

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1 A. No.  
 2 Q. Did he become an employee at any time?  
 3 A. Not while I was there.  
 4 Q. Okay. I think you said earlier you mentioned  
 5 he became a BlueGem employee?  
 6 A. That was after I went.  
 7 Q. Okay. And it's easy for us to mix up with all  
 8 the blues, so we'll try to keep those separated. When  
 9 did Mr. Dupree first get paid under the contract? Was  
 10 there --  
 11 A. January, January, early February. Because it  
 12 was at the end of January, beginning of February.  
 13 MR. BERNBAUM: Of what year?  
 14 THE WITNESS: 2012.  
 15 MR. BERNBAUM: I'm sorry, didn't mean to take  
 16 over.  
 17 MR. RUSSELL: No, no, that's fine.  
 18 Clarification is always good.  
 19 BY MR. RUSSELL:  
 20 Q. I believe I understood you correctly, that was  
 21 your first meeting with Matt Dupree?  
 22 A. Yes.  
 23 Q. You had never -- okay. Are you familiar with  
 24 his company Eligere Strategies?  
 25 A. Yeah.

1 Q. What do you know about Eligere?  
 2 A. They explained that they were a lobbyist  
 3 company that did work. Tim Buckley did the majority of  
 4 the work in Tallahassee lobbying the senate. Matt was  
 5 more on the ground locally in Brevard. They fix things.  
 6 Q. Can you elaborate when you say they fix things?  
 7 Not everyone is going to know what you're talking about.  
 8 A. Basically they would represent people that  
 9 needed stuff getting through the commissioners or through  
 10 Tallahassee and things like that.  
 11 Q. Okay. You mean like legislation?  
 12 A. Like EDC improvements, legislation. So when we  
 13 wanted to go to EDC, Matt was lobbying from the back at  
 14 Tallahassee with Tim Buckley or Tim Buckley was lobbying  
 15 in Tallahassee and Matt was working with Mary Bolin and  
 16 the commissioners locally to get the Blueware offer  
 17 accept.  
 18 Q. Okay. And when you say the Blueware offer, you  
 19 mean to get incentives for Blueware?  
 20 A. Yeah.  
 21 Q. Like tax incentives and that sort of thing?  
 22 A. Yeah. There was a number, there was tax  
 23 reimbursements, there was tax incentives, there was money  
 24 from the commissioners -- from the governor's closing  
 25 fund, there was money from the city of Melbourne, there

1 was money from the county commissioners.  
 2 Q. I see. But before we get all into that, you  
 3 mentioned that Mr. Dupree there at the initial meeting  
 4 had set up a meeting on the spot with Commissioner Mary  
 5 Bolin?  
 6 A. Yeah.  
 7 Q. And when did that meeting take place?  
 8 A. Friday, that same Friday afternoon. This was  
 9 Wednesday, so two days later.  
 10 Q. Okay. And where did you meet with Commissioner  
 11 Bolin?  
 12 A. In her office.  
 13 Q. In her office?  
 14 A. Yeah. And the first thing she showed us was a  
 15 target on the back of her door with bullet holes in it.  
 16 She had been to shooting something. She's all for guns.  
 17 Q. Okay. Who all was present at that meeting?  
 18 A. There was Mary Bolin, Rose Harr, myself, Debbie  
 19 Coldwell, another commercial realtor, I can't remember  
 20 his name, Mark Larusso, Matt Dupree and one of Mary  
 21 Bolin's people.  
 22 Q. Okay. A staff person?  
 23 A. Yeah.  
 24 Q. Okay. I think you said there was county money  
 25 on the table. Is that what was discussed at the meeting?

1 A. No. Mary Bolin was -- she was very careful,  
 2 she said she would like technology. Rose gave her a  
 3 pitch of what she said Blueware was going to bring to the  
 4 county and I'm smiling because it was ambitious to say  
 5 the least.  
 6 Q. What was Rose's pitch in a nutshell?  
 7 A. Basically that she was going to bring all these  
 8 jobs and this money and big contracts to.  
 9 Q. Doing what kind of work, the medical?  
 10 A. Hospital at that point.  
 11 Q. Hospital.  
 12 A. She wanted to get introductions to is it  
 13 Waldorf?  
 14 Q. Wuesthoff?  
 15 A. Wuesthoff. M --  
 16 Q. MIMA?  
 17 A. No. Yes. But MA -- MHA have moved there.  
 18 They bought the -- they bought out the Osler.  
 19 Q. Osler, yeah.  
 20 MR. ELLIS: Romendetti.  
 21 THE WITNESS: Yeah.  
 22 A. And basically the health care in this  
 23 environment. There's a number of large organizations.  
 24 BY MR. RUSSELL:  
 25 Q. Was Health First among those I'm assuming?

1 A. Yeah, yeah. Holmes and.  
 2 Q. Right. Which is Health First.  
 3 A. Yeah. So basically that's where I think. And  
 4 then Matt, after listening to the pitch, said I know  
 5 where there's a load of records that might need scanning  
 6 Q. Matt Dupree?  
 7 A. Yeah. That's when we first heard of the Clerk  
 8 of the Courts. Matt said he had a client that he was  
 9 running his campaign for and then told us about this  
 10 gymnasium full of records.  
 11 Q. And who was the client?  
 12 A. Mitch Needelman, the Clerk of the Courts.  
 13 Q. Okay. And Matt brought this up during this  
 14 meeting with Commissioner Bolin or after?  
 15 A. No, after.  
 16 Q. After. Okay. Who all was present during that  
 17 discussion?  
 18 A. I have no idea.  
 19 Q. Okay.  
 20 A. It was at lunch it was.  
 21 Q. And that's another thing, if I wasn't clear at  
 22 the beginning, I understand some time has past and  
 23 everything and there's a lot to talk about, so if I ask  
 24 you something you don't remember, it's a perfectly  
 25 acceptable answer.

1 A. Well, the other thing is Matt Dupree has got  
 2 verbal diarrhea. So it could have been at any point. He  
 3 had so many different angles and schemes going that he  
 4 could have been at any point.  
 5 Q. Okay. Going back to the meeting with  
 6 Commissioner Bolin. Was there any kind of agreement that  
 7 came out of that meeting or any kind of conclusion in  
 8 terms of let's have another meeting or let's introduce  
 9 you to this person or that entity?  
 10 A. No. My belief it was very well structured by  
 11 Matt Dupree and Mary Bolin that she didn't commit herself  
 12 to anything. She said she looked forward to companies of  
 13 this type come in. We then went to go and see the EDC.  
 14 Q. Okay.  
 15 A. Who were horrified that we were dealing with  
 16 Matt Dupree and a lobbyist.  
 17 Q. Okay. And I'll get to that in a moment. Did  
 18 somebody introduce you to the EDC or you know there's  
 19 always an EDC?  
 20 A. Well, we know there's an EDC, but Rose had been  
 21 down for inspection in 2010 just as a courtesy meeting  
 22 when she came down when nobody would move.  
 23 Q. I see.  
 24 A. In 2010. So she knew about the EDC at that  
 25 point. We didn't know what it was, we got lost going to

1 Rockledge to find it, but we found it eventually. And  
 2 met with a guy called Greg Weiner and Judy Roslin, Julie  
 3 Roslin.  
 4 Q. Trudy?  
 5 A. Julie Roslin.  
 6 Q. Oh, okay. Oh, Roslin. That's right. Okay.  
 7 So you met with Greg and Judy at the EDC and I think you  
 8 said they were horrified that you were dealing with Matt  
 9 Dupree?  
 10 A. And the lobbyist. They wanted to go through  
 11 direct channels. There was this approach called, you  
 12 know, a company sign a non compete and a non disclosure  
 13 contract that Matt didn't want us to sign it. And it got  
 14 a little bit fractious to start with and then pretty much  
 15 it got sorted out.  
 16 We went to -- we met with the city of Melbourne  
 17 where we were looking regarding looking for incentives.  
 18 And we met with the Greg Weiner, Julie Roslin, the city  
 19 manager of Melbourne, this becomes relevant in a minute,  
 20 another lady from there, Lori Whitmer, Whit -- Lori  
 21 Whit -- somebody Whitmer.  
 22 Q. Not Linda Weatherman?  
 23 A. No, I never met her, I never met her.  
 24 Q. Okay.  
 25 A. She was never involved in negotiations as far

1 as I know as long as I was there. A realtor, Debbie  
 2 Coldwell, myself, Mark Larusso, Matt Dupree, and it was a  
 3 realtor for the city. And basically the city was trying  
 4 to get us to lease a building.  
 5 And I was setting in -- Rose and I played good  
 6 cop/bad cop. So Rose sat there blond and she set there  
 7 with her neat suit and I was the bulldog or the pit bull.  
 8 So basically I don't want to lease a building. Why would  
 9 I move from a building that we own in Michigan to a  
 10 leased building in Florida? I want you to give us a  
 11 million bucks.  
 12 And I was pretty -- that's pretty much what I  
 13 said. And they were like. So, anyway, from that the EDC  
 14 start working with the city of Melbourne and the  
 15 condition that the city got involved is that we were  
 16 located within the parameters of the brown site within  
 17 Melbourne city.  
 18 Q. Okay.  
 19 A. So they were on board. And then Matt Dupree  
 20 was working with the commissioners to get money. And the  
 21 EDC was going to the governor's fund to get money. So  
 22 this was coming together as quite a big deal at that  
 23 point.  
 24 Q. When you mention the brown site, you mean a  
 25 brown floor designation?

1 A. Area. Or an area, yeah. It had to be within a  
2 certain, I don't know, within the city -- it had to be  
3 within the city limits of Melbourne city and it had to be  
4 within a certain area.

5 We initially looked at the old Caldwell Banker  
6 building opposite the town hall. If you look at opposite  
7 the town hall and there's a Caldwell Banker, it used to  
8 be called Caldwell Banker building on the corner. I  
9 think Obama used it for his campaign.

10 Q. Oh, really.

11 A. So we initially looked at that. And that was  
12 about a million bucks, 650 for the top condos and about  
13 five, 600,000 for the bottom condos. So we initially  
14 looked at that. But as soon as they know we were  
15 looking, they jacked the price up. So we left there.

16 And then we looked at the address and mail or  
17 something like that on 405 New Haven and that was about  
18 450, 500 grand. And we did a deal on a land contract  
19 with them, paid then a 25,000 deposit, but Rose didn't  
20 have the rest of the money to make the first initial  
21 payment, which was about 75 grand I think.

22 Q. She didn't have 75 grand --

23 A. No.

24 Q. -- at that time?

25 A. She didn't have \$75.

1 Q. Well, you had mentioned before that Blueware  
2 was doing very well in the Midwest.

3 A. It was doing okay in the Midwest, yeah. It did  
4 about four million the year before, but to take the  
5 resources out of Michigan, myself and Rose, who people  
6 did most of the sales with myself, and do nothing for  
7 three months, doesn't take long for a business that's  
8 operating at about 300 grand a month to do it's -- we had  
9 about a million dollars in January of 2012 at the  
10 beginning of January and that had gone by March.

11 Q. Okay.

12 A. In operating its, you know, the salaries and  
13 the overheads. We were operating about \$300,000 a month.

14 Q. So by March of 2012, is it fair to say that  
15 Blueware was cash strapped?

16 A. Yeah. We had a crunch meeting in February  
17 where I set down with the executives and told them that  
18 if they didn't do something, we were in, my exact words,  
19 we were in the shit if we didn't do something.

20 Q. Did any change result from that meeting?

21 A. Rose leaned on the sales guys, but they were --  
22 at this point they -- we had done no rewrites, so Obama  
23 Care was coming out the first phase, we were selling into  
24 the install base, we'd only sold one new customer in the  
25 last three years and that was to Atlantic General in

1 Maryland and they were beating a dead horse.

2 Q. Was a decision made around that time to move  
3 away from the medical record?

4 A. No.

5 Q. Okay.

6 A. No. That business was bringing in about 1.1 to  
7 1.4 million dollars a year in maintenance and work on the  
8 install base, so it was still profitable.

9 Q. Okay. Who was your primary contact at the EDC?

10 A. Greg Weiner.

11 Q. Okay. And you said he suggested you sign some  
12 sort of confidentiality agreement?

13 A. Uh-huh.

14 Q. Was that -- do you happen to know whether that  
15 was an agreement or a request for confidentiality under  
16 Florida Statute 288.075?

17 A. I have no idea.

18 MR. BERNBAUM: Object to the form.

19 THE WITNESS: I will answer for you, I have no  
20 idea.

21 BY MR. RUSSELL:

22 Q. I thought you probably wouldn't, but I'm just  
23 familiar with that form that has the number right across  
24 the top.

25 A. Basically it was just a -- not a

1 confidentiality agreement, two-way confidential  
2 agreement.

3 Q. I see. So both you and the EDC agreed to keep  
4 your discussions confidential?

5 A. They wouldn't move forward unless we signed it.

6 Q. Okay. So you signed it?

7 A. Yeah, Greg signed it. Well, actually Deena  
8 signed it with Rose's stamp.

9 Q. And who is Deena?

10 A. Deena is the financial and Rose's personal  
11 assistance in Michigan.

12 Q. And what's her last name?

13 A. It was Edwards at the time. Brigham.

14 Q. Now it's Brigham?

15 A. Yeah.

16 Q. Can you spell that?

17 A. No.

18 Q. Okay.

19 A. Because I've not been in -- she's married  
20 since.

21 Q. Okay. It's okay. Did the EDC promise any kind  
22 of tax incentives when you were dealing with them?

23 A. Yeah, there was a grid that came out where they  
24 offered 600 -- 600 and something thousand from the state  
25 267,000 or something like that from the city, 267,000

1 from the county commissioners, tax reimbursements over  
2 three years, tax abatements for the same, and some of  
3 that was put into HR and training through like Florida  
4 Works or something like that, like Florida work  
5 organization.

6 Q. Okay.

7 A. Do you know what I mean?

8 Q. I do.

9 A. We call it Michigan Works in Michigan, but it's  
10 the same sort of thing in Florida where it's like in  
11 England they're job centers.

12 MR. JACOBUS: Brevard Work Force?

13 THE WITNESS: That's exactly who it is.

14 Through Brevard Work Force.

15 BY MR. RUSSELL:

16 Q. Okay. Was there also discussion of the  
17 governor's quick action closing fund?

18 A. That was the 600 and something thousand.

19 Q. Okay.

20 A. And then they -- there was a mean math where we  
21 had -- we had to either jobs or money or a mixture of  
22 both would do the -- to make the math to make that work.

23 So basically what Greg Weiner said is you need  
24 to commit to 196 jobs at 600 -- \$69,000 a year over four  
25 years. So I just thought that ain't ever going to

1 A. The Florida was a hail mary, it was, you know,  
2 let's put it over there and see what we can do.

3 Q. For Blueware you mean?

4 A. Yeah. We were losing customers to meaningful  
5 use on an alarming base. So the software was in there,  
6 but because they had it already, it didn't get them  
7 grandfather rights, they still didn't have -- meet the  
8 certification, so they were having to change or put a  
9 system in that it would meet for them to get  
10 reimbursements. If they didn't, they were going to get  
11 pelted. So we were losing customers at an alarming rate.

12 Q. Okay. So is it accurate to say that Blueware  
13 was in serious financial trouble?

14 A. No.

15 Q. At least forecasting into the future?

16 A. Forecasting there was a risk.

17 Q. Okay. Did you -- I know you said you never  
18 talked to Linda Weathermann, let me ask you about a  
19 couple other EDC employees. You said you met with Julie  
20 Roslin; right?

21 A. Yep.

22 Q. And Greg Weiner?

23 A. Yes.

24 Q. Did you meet with Trudie McCarthy?

25 A. In a meeting, never spoke to her.

1 happen. So what I did was -- I did this, I had it  
2 changed to an average of 69,000, all right, for 196  
3 employees.

4 So Rose could earn 425,000, I would be on 475  
5 and there would be bonuses and stuff. And then a large  
6 number at 20, \$30 a year, but the average still works out  
7 to be 69,000.

8 I questioned the 196, so that's why I had it  
9 spread quite aggressively over five years where it was  
10 only 45 I think or 40 in the first year and 45 in the  
11 second year knowing that it would be a challenge to do  
12 so, to get 196.

13 Q. What in your mind was there any realistic  
14 possibility that you could employ that many people doing  
15 medical record --

16 A. No.

17 Q. -- work here? Okay. Did you or Rose disclose  
18 to the EDC or discuss with them the fact that you needed  
19 money -- you needed funding because Blueware could not  
20 afford to relocate at that time?

21 A. No.

22 Q. Is it accurate to say that Blueware could not  
23 afford to relocate without some financial assistance?

24 A. It was a Hail Mary really.

25 Q. Okay.

1 Q. Okay. What about Jennifer Sugarman?

2 A. Don't remember.

3 Q. Okay. I think you pretty well described your  
4 dealings with Mr. Weiner. With regard to Julie Roslin,  
5 was that just the initial meeting or did you deal with  
6 her going forward?

7 A. No. Julie and Greg I met quite -- quite a lot.  
8 Can I go to the bathroom?

9 Q. Sure. Take five minutes.

10 THE VIDEOGRAPHER: Going off the record at  
11 10:29.

12 (A break was taken.)

13 THE VIDEOGRAPHER: We're back on the record at  
14 10:37.

15 BY MR. RUSSELL:

16 Q. Again, Mr. Geaney, I forget exactly where we  
17 left off before the break, but I think we were talking  
18 about your dealings with Julie Roslin and Greg Weiner and  
19 I think you said Ms. Roslin was usually present when you  
20 met with Mr. Weiner?

21 A. Yep. I met them on numerous occasions. Greg  
22 and I had a number of phone calls, a number of meetings.  
23 Started to apply the pressure to Greg to know about the  
24 incentives in March and April because Blueware were  
25 running short of money and needed to sign some contracts



1 for the Clerk of the Courts.  
 2 Greg Weiner was saying you can't do that  
 3 because you can't do any business in Brevard until you  
 4 receive the state funding. You can't be a Florida  
 5 company doing business or a business doing business in  
 6 Florida, can't receive the incentive from the closing  
 7 fund and stuff because you're already here and there  
 8 would be no need to incent you to come and move to  
 9 Brevard. So I had the cost containment contract, the  
 10 IT --  
 11 Q. Consultancy?  
 12 A. Consultancy contract and some other bits and  
 13 pieces that needed to be signed. And I told Greg about  
 14 the scanning contract, that it was a six to eight million  
 15 dollars and he's going for God's sake don't sign it.  
 16 So Greg Weiner was aware of the contract was  
 17 out there from the EDC but saying don't sign it because  
 18 the minute you sign it you're doing business in Florida  
 19 and you can't receive any incentives from the EDC and  
 20 don't do it.  
 21 Q. So did you hold off on those contracts?  
 22 A. Well, the smaller ones we put into Roseware's  
 23 name. The first contract that we did was a \$10,000  
 24 contract and he we put that in I think it was in  
 25 BlueGem's name. It wasn't a Florida company at the time.

1 And that basically was a contract for two days  
 2 consultancy that didn't happen.  
 3 Q. And I'm going to get to that. I'm going to be  
 4 asking you about that. But at that time was Roseware an  
 5 existing entity?  
 6 A. Yeah. Roseware was a little project that Rose  
 7 was doing doing videos and films up north. But Greg  
 8 Weiner was aware that we were really ripe to sign these  
 9 contracts and that we were struggling and we needed to do  
 10 that. And he was saying you can't, you just can't do  
 11 that until you get incentives from Tallahassee. So he  
 12 was aware at that point of the scanning contract.  
 13 Q. Okay. Is that why BlueGem was brought into the  
 14 picture?  
 15 A. Yeah.  
 16 Q. So that Roseware would still have incentives  
 17 or, I'm sorry, Blueware?  
 18 A. There's a number of reasons that BlueGem and  
 19 the Baby Blues came in. One that the health care was  
 20 like I said was ticking along and it was doing okay.  
 21 Long term, you know, unless we did something with Best  
 22 Bond, which was a software that Rose was trying to  
 23 develop that wasn't really going anywhere, we needed to  
 24 diversify. So BlueGem comes under government and  
 25 education.

1 Q. Okay.  
 2 A. That's where gem comes from, government and  
 3 education. That's where she came up with BlueGem.  
 4 There's another one, government, education and I can't  
 5 remember.  
 6 Q. Medical?  
 7 A. It doesn't matter. Maybe, maybe. So and that  
 8 was done just to keep the money separate. I think  
 9 Blueware initially was going to stay as a Michigan  
 10 corporation.  
 11 Q. Okay. And was there a Blueware, a BlueGem and  
 12 a Roseware that were all Michigan entities?  
 13 A. Yep.  
 14 Q. And did all three of those eventually become  
 15 Florida entities?  
 16 A. There was a legal juggle. They were moving  
 17 them backwards and forward like -- there was two things  
 18 going on. At the time that I left, they were all  
 19 Michigan corporations.  
 20 When I filed a lawsuit, that she changed or  
 21 tried to change Blueware to a Florida corporation and it  
 22 didn't quite work because she hadn't classified the  
 23 papers in the right way. So it came back to be a  
 24 Michigan corporation. So where they stand today, I have  
 25 no idea. And that was done on the 30th of August for

1 2012, Mr. Litman (sic), if you want to check.  
 2 Q. Okay. Let me take you back to Greg Weiner  
 3 telling you don't sign that contract because you won't be  
 4 able to get the incentives.  
 5 A. Yep.  
 6 Q. What ultimately resulted?  
 7 A. Ultimately we changed the names of the  
 8 organizations and entities that we did the -- that we did  
 9 the business with and then they were brought on after as  
 10 part of the agreement for the EDC. So Roseware had never  
 11 done any technical contract at all and it did the  
 12 consultancy contract for --  
 13 Q. I'll get into that.  
 14 A. I'm sorry, not the consultancy contract, the IT  
 15 contracts, the 130,000 one. What was it called? I don't  
 16 even know what it's entitled now. The IT audit, the IT  
 17 audit contract was between Roseware. Some smaller ones  
 18 were done with BlueGem. But Blueware was forcing forward  
 19 with the state, so it didn't do any business.  
 20 Q. I see. So by doing business under the Baby  
 21 Blues as you called them, Blueware was still clean in  
 22 terms of not doing business in the state of Florida?  
 23 A. Yeah.  
 24 Q. And still eligible to receive incentives?  
 25 A. Yep.

<p style="text-align: right;">Page 49</p> <p>1 Q. Okay. Whose idea was it to do that?</p> <p>2 A. I may have had something to do with it, I don't</p> <p>3 remember. It would have been a group decision. There</p> <p>4 was so many -- there was Michigan attorney involved which</p> <p>5 was King &amp; King, Lori King. There was a Smith &amp;</p> <p>6 Associates from Florida, Susan Smith. There was Dupree</p> <p>7 putting his penny's worth in. The EDC knew that we were</p> <p>8 struggling, so they were there. I don't know, it could</p> <p>9 have been any or a mixture.</p> <p>10 Q. Okay. Were there ever any meetings between</p> <p>11 Blueware representatives, yourself and/or Rose and EDC</p> <p>12 representatives and Matt Dupree?</p> <p>13 A. That's a good question. He was at the meeting</p> <p>14 with the city. He was at the city meeting when they were</p> <p>15 going for the incentives. So, yes.</p> <p>16 Q. Okay. And, ultimately, there were incentives</p> <p>17 that were offered to Blueware; right?</p> <p>18 A. Yes.</p> <p>19 Q. There was -- and why don't you just rather than</p> <p>20 me testifying, why don't you tell us what incentives were</p> <p>21 ultimately offered by the state, the county, the city,</p> <p>22 EDC?</p> <p>23 A. Exact down to the dollar figures, I'm not sure.</p> <p>24 There was a split of 800 -- it came to -- the closing</p> <p>25 fund and the city and the county came just shy of a</p>	<p style="text-align: right;">Page 51</p> <p>1 recall, or to the best of your recollection?</p> <p>2 A. I don't think -- I don't think he actually told</p> <p>3 us what to move. But I believe that we moved, after</p> <p>4 talking with Deena and Rose, we moved a considerable debt</p> <p>5 that we owed IBM for software for content manager</p> <p>6 licenses.</p> <p>7 Q. Moved it to where or just subtracted it out?</p> <p>8 A. No, I think it got moved into a different</p> <p>9 column. I think.</p> <p>10 Q. Did Mr. Weiner tell you that you need to change</p> <p>11 your numbers to make the company look more financially</p> <p>12 sound?</p> <p>13 A. Yeah, pretty much.</p> <p>14 Q. Okay. And that's what Blueware did?</p> <p>15 A. Yep.</p> <p>16 Q. What was resubmitted to the EDC -- I'm assuming</p> <p>17 you're making your submission to the EDC; is that</p> <p>18 correct?</p> <p>19 A. Yeah. We made submission to the EDC who then</p> <p>20 send it to Tallahassee. I think -- I think the number of</p> <p>21 issues -- one was the firstly was the financial, the</p> <p>22 debts and things. The other thing was projected income.</p> <p>23 We got a lot of projected income coming from the United</p> <p>24 Kingdom and it was a lot harder to trace whether that was</p> <p>25 viable or not.</p>
<p style="text-align: right;">Page 50</p> <p>1 million bucks. I think the city and the county were</p> <p>2 267,000 each and the remainder was money from the closing</p> <p>3 fund. That was actual hard cash. And then there were</p> <p>4 other 3.25 million in reimbursements, abatements and</p> <p>5 training. And that was spread over the four years.</p> <p>6 Q. Okay. Did the cash payments, were those</p> <p>7 actually made to Blueware?</p> <p>8 A. Not -- I don't know. Not to my knowledge.</p> <p>9 Q. Okay. Was there conditions of some kind</p> <p>10 attached to those monies so that Blueware had to create X</p> <p>11 number of jobs?</p> <p>12 A. Like I said, there was 196 ultimately. I think</p> <p>13 it was 40, 50, 50, 50 or something along that things,</p> <p>14 average of \$69,000.</p> <p>15 Q. Okay. Did the EDC ask Blueware to submit any</p> <p>16 kind of financial statements or documentation?</p> <p>17 A. Yeah, they did. They were going backwards and</p> <p>18 forwards with them. Blueware put the initial financials</p> <p>19 in and they got rejected because our debt to income ratio</p> <p>20 was too high and we were told to adjust it.</p> <p>21 Q. Who told you to adjust it?</p> <p>22 A. EDC.</p> <p>23 Q. Who at EDC in particular?</p> <p>24 A. Greg Weiner.</p> <p>25 Q. Okay. And what specifically did he say, if you</p>	<p style="text-align: right;">Page 52</p> <p>1 We were looking on a very large deal with a</p> <p>2 company -- with a hospital in the UK called East Sussex</p> <p>3 and the deals in the United Kingdom are a lot bigger</p> <p>4 purely because it's socialized medicine. So, you know,</p> <p>5 an average hospital will see 300,000 people for the ER,</p> <p>6 where here a large hospital may see 87.</p> <p>7 Cardiovascular and all the specialties are</p> <p>8 within the hospital and there's not clinics outside. So,</p> <p>9 you know, the actual income, the income of a hospital in</p> <p>10 England would be 900 million pounds which would be 1.2</p> <p>11 1.3 billion dollars. So you're seeing a lot more people</p> <p>12 so the contracts are a lot larger. So to throw a couple</p> <p>13 of those in there, they were put in a bit further along</p> <p>14 than they actually were with the negotiation.</p> <p>15 I noticed in the ITN that we used one as a</p> <p>16 reference, we didn't actually ever win that. So that's</p> <p>17 in there which was East Sussex. So we did the futures</p> <p>18 was high, very high, the futures was very high and then</p> <p>19 obviously we changed the financials.</p> <p>20 Q. And is it accurate to say that the revised</p> <p>21 financials submitted to the EDC to be forwarded to the</p> <p>22 state were inaccurate?</p> <p>23 MR. BERNBAUM: Object to the form.</p> <p>24 A. As far as I saw them when they were issued to</p> <p>25 the EDC. I didn't see them get sent to the state.</p>

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<p style="text-align: right;">Page 53</p> <p>1 BY MR. RUSSELL:</p> <p>2 Q. Okay.</p> <p>3 A. They didn't -- the state were really nervous.</p> <p>4 The state I think rejected it the first time, it was only</p> <p>5 under lobby that it went through.</p> <p>6 Q. Under lobby?</p> <p>7 A. Yeah. It was pushed and pushed and pushed. I</p> <p>8 think what happened a software company had burned the</p> <p>9 state in the Panhandle in the year before and taken a lot</p> <p>10 of money and declared bankruptcy and a lot of people were</p> <p>11 saying that Blueware were in the same position. But it</p> <p>12 finally did get approved.</p> <p>13 Q. Who did the lobbying?</p> <p>14 A. Buckley and Dupree. They were putting pressure</p> <p>15 on a guy called Colonel Prendergast.</p> <p>16 THE COURT REPORTER: Colonel what?</p> <p>17 THE WITNESS: I looked straight to you. I</p> <p>18 don't know how to spell it. Colonel Prendergast or</p> <p>19 gast.</p> <p>20 BY MR. RUSSELL:</p> <p>21 Q. Colonel Prendergast?</p> <p>22 A. Yeah. He's looking -- he's running for one of</p> <p>23 the things in Tallahassee. So you'll get him -- you'll</p> <p>24 get him from there.</p> <p>25 Q. Do you know if he's local to this area or if</p>	<p style="text-align: right;">Page 55</p> <p>1 that figure. I thought it was 50,000 more than that</p> <p>2 figure, but I know that he had been promised a bonus.</p> <p>3 Q. Okay. And that's what I was going to ask you</p> <p>4 about. And just looking at the check you see it's paid</p> <p>5 to the order of Matt Dupree and signed by Rose Harr.</p> <p>6 A. Uh-huh.</p> <p>7 Q. Is that Rose's signature, do you recognize it?</p> <p>8 A. Yep.</p> <p>9 Q. And then it says bonus for EDC. What did Matt</p> <p>10 Dupree do, to your knowledge, concerning the EDC that</p> <p>11 entitled him to \$100,000 bonus?</p> <p>12 A. I have absolutely no idea. He did some</p> <p>13 lobbying to get it approved. I have no idea.</p> <p>14 Q. Okay. When you said previously you knew that</p> <p>15 Matt had been promised a bonus, what were you referring</p> <p>16 to?</p> <p>17 A. For the scanning contract and the EDC, Matt was</p> <p>18 promised a bonus. I believed it was 150,000, but it's</p> <p>19 obviously not.</p> <p>20 Q. Okay.</p> <p>21 A. Or it's part payment.</p> <p>22 Q. Okay. At some point I think you said you met</p> <p>23 former Clerk of Court Mitch Needelman; correct?</p> <p>24 A. Yep.</p> <p>25 Q. How were you introduced to Mr. Needelman?</p>
<p style="text-align: right;">Page 54</p> <p>1 he's maybe over on the west coast?</p> <p>2 A. Tallahassee. He used to be the chief of staff</p> <p>3 to the governor I think or something like that.</p> <p>4 Q. Okay.</p> <p>5 A. And then there's a guy called Clint that works</p> <p>6 in the governor's office that Dupree is friendly with and</p> <p>7 Buckley. I think it's Clint.</p> <p>8 (Plaintiff's Exhibit No. 1 was Marked for</p> <p>9 Identification.)</p> <p>10 BY MR. RUSSELL:</p> <p>11 Q. Okay. Mr. Geaney, I'm going to show you a</p> <p>12 photocopy of a check that we've marked Exhibit 1 for</p> <p>13 identification. Do you recognize that check?</p> <p>14 A. No.</p> <p>15 Q. I'm just looking at the check dated November 1</p> <p>16 of 2012. Around that time period was the EDC still</p> <p>17 working on getting incentives for Blueware or was that</p> <p>18 already done?</p> <p>19 A. That was already done.</p> <p>20 Q. Okay.</p> <p>21 A. I know -- I know that Matt had been promised a</p> <p>22 bonus, this was after I left.</p> <p>23 Q. Okay.</p> <p>24 A. I know that Matt had been promised a bonus, I</p> <p>25 didn't know it had been paid. I know that it was around</p>	<p style="text-align: right;">Page 56</p> <p>1 A. We were asked to go to lunch at the Yellow Dog</p> <p>2 Cafe in Palm Bay where myself, Matt, Debbie Coldwell and</p> <p>3 Rose were sat on the deck upstairs and Mitch Needelman</p> <p>4 was downstairs and it was the meeting of all of the Clerk</p> <p>5 of the Courts. It's some kind of group where all the</p> <p>6 Clerk of the Courts meet. They're an organization. I</p> <p>7 think they -- help me, Scott, are you part of a group?</p> <p>8 MR. RUSSELL: He's not able to help you.</p> <p>9 A. Clerk -- commissioners for the Clerk of the</p> <p>10 Court, Clerk of the Court.</p> <p>11 BY MR. RUSSELL:</p> <p>12 Q. Okay.</p> <p>13 A. It's where they all meet. All the heads of the</p> <p>14 court have an organization and they meet.</p> <p>15 Q. From all over the state you mean?</p> <p>16 A. Yeah, yeah. So they meet. And it was Mitch's</p> <p>17 turn to host it. Mitch was off work with a sinus problem</p> <p>18 and he was going in for an operation. So he left his --</p> <p>19 the luncheon and at the end he came up and he sat with</p> <p>20 myself, Rose, Matt Dupree, Debbie Coldwell, and Sean</p> <p>21 Campbell arrived to pick him up, who was deputy chief of</p> <p>22 Clerk of Court.</p> <p>23 And basically he went and introduced himself to</p> <p>24 Rose and then he moved himself up to talk to me. And he</p> <p>25 came across, he had a big Hawaiian shirt on and he came</p>

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BREVARD COUNTY VS BLUEGEM LLC

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<p style="text-align: right;">Page 57</p> <p>1 across as I'm a technophobic, if it's got more than three</p> <p>2 syllables I don't understand it, but I've got a load of</p> <p>3 records, would you be interested in scanning it. And I</p> <p>4 just looked at him and said, well, it's worth a look.</p> <p>5 Q. Sure. At that time had Blueware ever done any</p> <p>6 kind of document scanning in its business?</p> <p>7 A. Our business is a document scanning from a</p> <p>8 technical point of view, but physically, no. They may</p> <p>9 have done some in the very early 90s, but there was</p> <p>10 nobody left there apart from Rose that would have done</p> <p>11 it, but never on the scale that was there.</p> <p>12 Q. I see.</p> <p>13 A. Certainly didn't have the skill base or the</p> <p>14 knowledge to be able to do that.</p> <p>15 Q. Okay. Let me back you up one second. When was</p> <p>16 this meeting with Mr. Needelman?</p> <p>17 A. February.</p> <p>18 Q. Of 2012?</p> <p>19 A. Yeah.</p> <p>20 Q. I'm sorry, who introduced you -- I mean who set</p> <p>21 up the meeting?</p> <p>22 A. Dupree.</p> <p>23 Q. Okay.</p> <p>24 A. And then I just said I would like to see them,</p> <p>25 you know. I would be interested in seeing this gymnasium</p>	<p style="text-align: right;">Page 59</p> <p>1 Debbie Puckett was in charge of the older records and</p> <p>2 there was Justine in charge of the redaction of the new</p> <p>3 records and Cindy Rabe was the IT director and Lori Rice</p> <p>4 was the mouthpiece, she was the deputy chief of Clerk of</p> <p>5 Courts. And the other one was just there for -- I don't</p> <p>6 know why she was there, she didn't say anything, the</p> <p>7 assistant.</p> <p>8 Q. Okay.</p> <p>9 A. So basically we asked questions for about an</p> <p>10 hour and a half and they stonewalled us, wouldn't tell us</p> <p>11 anything. There was nothing with any of their records,</p> <p>12 there was nothing wrong with the systems, everything is</p> <p>13 fine.</p> <p>14 Q. So even Sean Campbell couldn't get information</p> <p>15 out of them?</p> <p>16 A. No. Sean ran with the hares and the hounds, so</p> <p>17 he basically just listened. So then what he did --</p> <p>18 Q. That sounds like an English expression.</p> <p>19 A. So basically he runs -- he basically plays both</p> <p>20 sides, so he was going to sit on that fence and not going</p> <p>21 to upset the girls and he wasn't going to do anything to.</p> <p>22 Q. I see.</p> <p>23 A. At that meeting Matt Dupree sat in the car</p> <p>24 because Matt Dupree wouldn't go into the clerk's office</p> <p>25 because of his connection with Needelman and everybody in</p>
<p style="text-align: right;">Page 58</p> <p>1 full of records, never heard of anything like it. So he</p> <p>2 got Sean Campbell to organize a meeting to show us</p> <p>3 Titusville and he called them the Witches of Eastwick.</p> <p>4 He needed the five, four or five ladies that were running</p> <p>5 that thing to be present at this meeting. And they</p> <p>6 wouldn't do it on the Friday afternoon. So we went on</p> <p>7 the Monday and we first went up to the boardroom where we</p> <p>8 met with a lady called Cindy Rabe. I don't know how to</p> <p>9 spell it.</p> <p>10 Q. R-A-B-B sound familiar?</p> <p>11 A. That's Rabb, I think that is Matt Rabb is a</p> <p>12 different person.</p> <p>13 Q. All right. R-A-B-E.</p> <p>14 A. Cindy Rabe, Debbie Puckett, Lori Rice, Justine</p> <p>15 Winik and I think it's Debbie's assistant at the time, I</p> <p>16 don't know her name.</p> <p>17 Q. Okay. I'm sorry, go ahead, I'm sorry, I didn't</p> <p>18 mean to interrupt.</p> <p>19 A. So we went in and we said we hear you got a</p> <p>20 problem with your scanning and they went nope. They so</p> <p>21 basically, we asked questions for an hour and they</p> <p>22 stonewalled us, wouldn't tell us anything.</p> <p>23 Q. Were these ladies who worked there at the</p> <p>24 gymnasium of records?</p> <p>25 A. Well, they all had different roles. I think</p>	<p style="text-align: right;">Page 60</p> <p>1 there hated him because of another deal with Source 2 is</p> <p>2 what he told us, which is my very first inclination that</p> <p>3 there was something wrong.</p> <p>4 Q. Let me back you up on that. So Matt Dupree</p> <p>5 waited in the car, he said these ladies don't like me</p> <p>6 because of a deal with Source 2?</p> <p>7 A. His exact words were they will shoot me if I go</p> <p>8 into there, I would probably get shot.</p> <p>9 Q. Did he tell you what Source 2 was?</p> <p>10 A. Yeah, I know -- I know all about Source 2</p> <p>11 dealing. See, like I said before, he got verbal diarrhea</p> <p>12 and I know that they outsourced 196 people and he had to</p> <p>13 fix that deal for Needelman and he was receiving five</p> <p>14 grand a month from Source 2.</p> <p>15 Q. Matt Dupree received five grand a month from</p> <p>16 Source 2?</p> <p>17 A. Yeah.</p> <p>18 Q. And that -- and you're referring to the point</p> <p>19 in time at which then Clerk Needelman fired a large</p> <p>20 portion of the Clerk of Court staff and then outsourced</p> <p>21 them to Source 2?</p> <p>22 A. This was ten months after. Matt had got Rose,</p> <p>23 Rose and Matt were fine, Nick and Matt, Nick didn't</p> <p>24 understand where Matt was real value. So Matt justified</p> <p>25 his value by telling us all these deals he was doing on</p>

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<p style="text-align: right;">Page 61</p> <p>1 the side and how important he was because he runs his 2 mouth. All right. So he told me about the Source 2 deal 3 and I got a few more that he told me about that you can 4 check that will work out as well so. He said he stayed 5 in the car. 6 So we were in there for an hour and a half. 7 And then we were in the top building at Titusville, which 8 I thought -- the top one which is where the clerk's 9 office is. Then they took us down to is it the 600 block 10 they call it or something where there's a big gymnasium 11 full of records. And we went through there and there was 12 a gymnasium full of records, a huge amount of records. 13 I had a number of concerns. One, it was a 14 mammoth task. Secondly, in health care you have a thing 15 called HIPAA, which everybody signs the HIPAA agreement 16 when they got to the doctor, which is security and 17 everything. I knew there must be some form of HIPAA or 18 retention policy and security around the court documents. 19 I had no idea what it was. 20 So, you know, you've got probably 250 million 21 pieces of paper, all right, with not understanding 22 retention policy. Debbie Puckett gave me a crash course 23 in adoptions and capital cases, death row cases get kept 24 forever and eternity, certain ones after seven years, 25 certain ones after five years. How that would ever get</p>	<p style="text-align: right;">Page 63</p> <p>1 they could go. I was told be quiet, it was a scanning 2 project pretty much. 3 Q. By whom? 4 A. By Rose and Matt. It was a scanning project. 5 Q. Okay. 6 A. So we went away from there. The other major 7 concern I had was that if the management in there weren't 8 going to play ball, you know, to move into a hostile 9 environment, it's very difficult to be able to do that, 10 you know. They have all the knowledge, they have all the 11 retention policies and very skilled people within the 12 clerk's office. 13 Q. Uh-huh. 14 A. You know it runs every day, you know, you can 15 see it running. So I was told not to worry about it 16 because most of them would be gotten rid of. 17 Q. Who told you that? 18 A. Needelman and Dupree in a meeting that they 19 could be gotten rid of because they were supporters of 20 Scott Ellis. 21 Q. Okay. Let me ask you, you may have already 22 said this, I know you said it was February of 2012 when 23 you first met with Needelman. Are we still in the 24 February 2012 time period? 25 A. Yeah, February, March, early February and</p>
<p style="text-align: right;">Page 62</p> <p>1 sorted out to a point that you could scan them 2 efficiently I didn't quite get. 3 What I did understand was that a lot of the 4 files went back to the 40s and 50s and 60s and 70s where 5 I thought this is going to be easier than you think cause 6 you can destroy a lot of these, you don't really need to 7 scan them. 8 So I came out of that meeting thinking this is 9 a destruction contract more than -- with scanning rather 10 than a scanning contract with reduction -- with 11 destruction. So in my opinion when I first came out of 12 there was you can -- you can, you know, once you've been 13 through them, you could drive a shredding machine up to 14 the back of the gym and put a lot of them in the shredder 15 because you don't need to keep them anymore. 16 Q. Because they're old enough? 17 A. Yeah. 18 Q. And not of the kind that have to be kept? 19 A. Yeah. 20 Q. Forever? 21 A. Yeah. So that was as a layperson, you 22 understand, as a layperson that was my initial that a lot 23 of it could just be bin essentially, you know, but done 24 in a respectful manner because these are people's 25 personal documents in there. But we could shred them and</p>	<p style="text-align: right;">Page 64</p> <p>1 March. 2 Q. Okay. 3 A. So I put a proposal together to do it and first 4 I thought because of the instruction that it's probably 5 going to be about two million, 1.8 to do it because a lot 6 of it was destruction. And I think -- I think that you 7 may have a copy of that contract or proposal. 8 Q. Do you mean when you say 1.8 to two million to 9 do it, do you mean Blueware's cost or do you mean that 10 would be the contract value? 11 A. The contract value. And most of it was for 12 destruction. I think you may have a copy of that 13 contract. Then when they told me they want to scan 14 everything, it becomes a completely different scenario. 15 You know, we weren't a scanner bureau that were going to 16 have to add a third shift, right, to scan all the 17 records. We were an organization that didn't -- that 18 were working out of two small offices down on Riverside. 19 Our base was 1500 to 2,000 miles away that way and we had 20 no bodies. 21 So I stand by the price of 8. -- eight million 22 bucks because we needed to buy a building, we needed to 23 buy three or four scanners, 30 to 40 people over a five 24 year period, all right, redaction, maintenance, staff, 25 risk because we'd never done it. Again, I put 20 percent</p>

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<p style="text-align: right;">Page 65</p> <p>1 risk in there, that's what good business does. And, you  2 know, it came out, to be honest with you, it came out at  3 7.1.  4 And then what I do is I add ten percent, right,  5 because most organizations go down to a two company  6 selection where you have a prime vendor and a secondary  7 vendor and the secondary vendor keeps the first one  8 honest. So I was expecting them to come back to me and  9 say we want your BAFO, which is best and final offer,  10 which gives me the wiggle room to come back down to 7.1.  11 That never happened. Dupree and Needelman were aware  12 later that I had that in there and never, ever asked me  13 to take it out.  14 Q. So, essentially, Blueware was going to have to  15 start from scratch and create a document scanning  16 company?  17 A. Yeah.  18 Q. Hire the people, buy the equipment, get the  19 real estate, build it from the ground up?  20 MR. BERNBAUM: Object to the form.  21 MR. RUSSELL: Is that correct?  22 MR. BERNBAUM: Same, object to the form.  23 A. Yes. I think it's worse than that. They were  24 having to buy the knowledge.  25</p>	<p style="text-align: right;">Page 67</p> <p>1 that it was fair.  2 Q. Did the number you put together, were there any  3 monies built in for jobs to be offered to Mitch  4 Needelman?  5 A. Yeah.  6 Q. Or others?  7 A. No, not to Mitch. They wanted Renee McGrory,  8 don't know, outed and Mike McDaniel to have jobs in  9 Blueware if Mitch lost the election.  10 Q. Who is Mike McDaniel?  11 A. Chief financial officer at the clerk's office  12 at the time.  13 Q. Okay.  14 THE VIDEOGRAPHER: This is the end of media  15 number one. We are going off the record at 11:08.  16 (A break was taken.)  17 THE VIDEOGRAPHER: We're back on the record at  18 11:20, beginning of media number two.  19 BY MR. RUSSELL:  20 Q. Okay. Mr. Geaney, before we went off the  21 record, we were talking about the proposal for the  22 scanning contract coming up over eight million dollars  23 and what was included in that.  24 Did it also include any post election lifeboats  25 if you will in the event that Mr. Needelman lost the</p>
<p style="text-align: right;">Page 66</p> <p>1 BY MR. RUSSELL:  2 Q. Okay.  3 A. You know, it wasn't a medical record that we  4 were going to take apart and scan it and destroy, it was  5 a court form that nobody in Blueware had ever seen, you  6 know. And it's even worse than medical, medical is  7 across the United States and it's a -- it's a recognized  8 form. Florida state courts are different, so we would  9 have to employ people from within Florida that understood  10 the statutes of Florida law. So we had absolutely no  11 idea what we were doing.  12 And with them five ladies making it very  13 apparent that hell would freeze over before they were  14 going to help us.  15 THE VIDEOGRAPHER: Two minutes.  16 A. You know, it had to be high. The risk in there  17 had to be really, really high.  18 BY MR. RUSSELL:  19 Q. Okay. But at some point you did submit a  20 written proposal?  21 A. We did four or five and they kept getting  22 thrown out. We did four or five different ones. And  23 then Needelman said he had the authority -- he had the  24 authority to put it through, but with the election he  25 wanted to go to some kind of procurement to make it seem</p>	<p style="text-align: right;">Page 68</p> <p>1 election?  2 A. There were two \$150,000s, one for Matt and one  3 for Mitch.  4 Q. Okay. And how did it come to be that you  5 included those figures in your proposal?  6 A. Because that's what they -- that's what they --  7 that's what I was told to put in there.  8 Q. So did Mr. Needelman and Mr. Dupree indicate  9 that they expected to have a safety net of that kind?  10 A. Matt told me that Mitch said that that's what  11 they would need.  12 Q. Okay. Did the figure also include any other  13 monies to them that were not contingent on the outcome of  14 the election?  15 A. There was \$5,000 a month if the 150 wasn't paid  16 for the total period of the contract. So my belief is it  17 was an either or.  18 Q. Okay. All right. At some point in time I  19 understand, and correct me if I'm wrong, but I'm led to  20 believe that you had a meeting at Mr. Needelman's home?  21 A. Yes.  22 Q. Okay. Can you tell us about that meeting?  23 A. We moved along and we put a couple of proposals  24 in. Mitch had been off work, Mitch Needelman had been  25 off work with some sinus problem, I think he had a small</p>

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<p style="text-align: center;">Page 69</p> <p>1 operation. Matt was getting me to put proposals together  2 and do different things. And I'm pretty blunt as a  3 person so I said, look, you know, at the end of the day,  4 is there a scanning contract? Is there not a scanning  5 contract? What's going to happen? Is Mitch on board or  6 are you just playing these lobbyist games keeping me  7 busy?</p> <p>8 He said, no, no, no, there's a scanning  9 contract. I said I want to hear it from Needelman's  10 mouth. He said, okay, I'll arrange a meeting. So he  11 said I've got a meeting set for 2:00. So I said okay.  12 He said, no, it's been -- he phoned me it's been changed,  13 it's at 6:00 and we're going to have dinner. I said  14 okay, but I've got Kelly and my little boy down with me.</p> <p>15 Q. Who is Kelly?  16 A. Kelly is my wife.  17 Q. Okay.  18 A. So he said, yeah, yeah, yeah, bring them along,  19 we're going to meet at Off The Traxx. So I said okay.  20 Which is a bar at downtown Melbourne opposite the city  21 building at quarter after six.  22 So that Friday I had loads of people from  23 Michigan that were down looking to see if they were going  24 to relocate or not. So I was taking 13 to 20 whinging  25 Michiganders around Florida looking at houses and</p>	<p style="text-align: center;">Page 71</p> <p>1 about the scanning project. Matt said, you know, you  2 understand how this has got to work, there needs to be a  3 payment. I didn't say too much at all.  4 Q. What kind of payment?  5 A. He made it very clear that it was a payment to  6 Mitch because we talked about 150,000 in the proposals  7 before. Mitch just nodded his head and said you  8 understand how it works. He said yes. He didn't say  9 much at all. I just said I'm going to have to go back  10 and talk to Rose, it's not my money, I have no control of  11 the money.  12 Q. Did you ask Needelman or Dupree at that time,  13 did you say are we going to get a scanning contract?  14 A. Yes.  15 Q. Okay.  16 A. Yes. And the answer was yes.  17 Q. And they said yes?  18 A. Yes.  19 Q. You will get it?  20 A. Yes.  21 Q. Okay. Did they ask you to submit a proposal at  22 that time or a revised proposal or contract?  23 A. No, I asked them how this is going to work.  24 With my background in England, everything is socialized,  25 so all the contracts are -- all the contracts are</p>
<p style="text-align: center;">Page 70</p> <p>1 possible areas that they would move to trying to convince  2 the programmers and people to move with Debbie Coldwell,  3 the realtor, at the time.  4 Finally got back to our hotel at about 5:30,  5 rushed got changed and Kelly and I, and Evan, my little  6 boy, went over to Off The Traxx. Kelly was driving a  7 hired car. Pulled into Off The Traxx and Mitch wasn't  8 there but Dupree was in the car parking his blue Mercedes  9 and said we're not eating here, follow us. So Kelly and  10 I followed him out of there and went downtown and around  11 and pulled into a driveway, two-way driveway into a  12 single story house, nice house. And Matt got out and  13 Mitch's house is where it was.  14 We went in, didn't see Mitch to start with.  15 Mitch's wife, Joan Needelman was there, and there was  16 some pastries and some stuff on the table, pretty house.  17 Joan started to speak to Kelly, Mitch wasn't there.  18 Mitch came out of his office four or five minutes later.  19 Joan said to Kelly let's go for a walk. And Kelly and  20 Joan and the baby went for a walk.  21 Q. Okay.  22 A. And then it left myself, Mitch and Matt Dupree  23 in his living room around his dining room table.  24 Q. Okay. And what was discussed at that time?  25 A. Matt did most of the talking. Basically talked</p>	<p style="text-align: center;">Page 72</p> <p>1 government. So you go through a selection process,  2 through procurement where the minute you enter  3 procurement, you can't even talk to the vendor. So  4 basically what happens is a vendor courts the hospital so  5 you'll have two or three people court, he'll come out and  6 he'll say in six weeks we're going out to buy a new  7 machine. And it goes on to a public site and then these  8 customers pitch and do all the little bits and pieces.  9 And then put an RFP out or a thing out and from that  10 point you can't have direct communications with the  11 client, it has to be done through a procurement process.  12 So I knew working with government in the UK,  13 that there's some stringent rules around procurement. So  14 I asked how this was going to work. Mitch initially told  15 me that he had the remit, just to go out and buy it.  16 Q. He had what?  17 A. The remit. He had the power to just purchase.  18 Q. Okay.  19 A. Then he -- Matt came back and said Mitch is too  20 nervous, he's up in for reelection and if he just goes  21 out and buys it, he's going to get slaughtered in the  22 public spending a contract of that money. We need to  23 come through an avenue of procurement.  24 So there were a few grounds within Blueware  25 because we had been use to long government processes in</p>

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<p style="text-align: right;">Page 73</p> <p>1 the UK. And Matt came back with the initial idea was to</p> <p>2 piggyback a state contract that did something similar.</p> <p>3 So if somebody in a different county had gone out and</p> <p>4 bought the same thing, they could go out and do it. So</p> <p>5 that's when they introduced me to a gentleman from a</p> <p>6 company called CXR they called Henry Sal.</p> <p>7 Q. And that's when you started getting into the</p> <p>8 ITN process?</p> <p>9 A. Yeah.</p> <p>10 Q. Well, let me back you up before -- before we</p> <p>11 get to that. I do want to talk about that. But back to</p> <p>12 the meeting at Mitch Needelman's house. Was there any</p> <p>13 discussion of the Needelman campaign at that meeting?</p> <p>14 A. I was invited to his campaign meeting the</p> <p>15 following Monday at 2:00.</p> <p>16 Q. Okay. Well, when you were at this initial</p> <p>17 meeting at his house, was there any discussion of the</p> <p>18 cost, the high cost of funding the election?</p> <p>19 A. Oh, he wanted money. He wanted money. It was.</p> <p>20 He said that -- Matt told me that it cost about \$120,000</p> <p>21 to run a decent campaign in Florida and there was a</p> <p>22 mailing going out and they needed money for a mailing.</p> <p>23 And nothing else was said at that point. Later the next</p> <p>24 week he wanted \$10,000.</p> <p>25 Q. From Blueware?</p>	<p style="text-align: right;">Page 75</p> <p>1 Q. And what was Rose's response to their proposal?</p> <p>2 A. Pay the man.</p> <p>3 Q. That were her exact words?</p> <p>4 A. (Nods head.)</p> <p>5 MR. BERNBAUM: Can you just answer verbally?</p> <p>6 MR. RUSSELL: You have to. Yeah.</p> <p>7 A. Yes.</p> <p>8 BY MR. RUSSELL:</p> <p>9 Q. And that's another thing when I went over some</p> <p>10 of the rules at the beginning, yeah, if you can answer</p> <p>11 audibly with a yes or no or what have you, shaking and</p> <p>12 nodding doesn't show up well on the transcript even</p> <p>13 though the video does help.</p> <p>14 When Rose said pay the man, did you go back to</p> <p>15 Needelman or Dupree and say okay?</p> <p>16 A. Dupree had already spoken to Rose, they were</p> <p>17 playing me at the time.</p> <p>18 MR. BERNBAUM: Object to the answer as non</p> <p>19 responsive.</p> <p>20 BY MR. RUSSELL:</p> <p>21 Q. Okay. Why do you feel they were playing you at</p> <p>22 the time?</p> <p>23 A. Because Rose knew too much of the details.</p> <p>24 Rose liked to play two ends against the middle. Like,</p> <p>25 for instance, she would read all our e-mails on our</p>
<p style="text-align: right;">Page 74</p> <p>1 A. From Blueware. And so what he did was he got</p> <p>2 us to write a two day consultancy invoice under BlueGem I</p> <p>3 think to -- for \$10,000.</p> <p>4 Q. I'll get to that. And I do want to talk about</p> <p>5 that because I have some exhibits to show you, but I want</p> <p>6 to just get a little more information about this meeting</p> <p>7 at Mr. Needelman's house to confirm some things that I've</p> <p>8 read and kind of piece together, fill in some gaps.</p> <p>9 At that meeting was there an agreement reached</p> <p>10 at least preliminarily on behalf of Blueware that you</p> <p>11 would get or that Blueware would get a scanning contract</p> <p>12 and in exchange there would be money kicked back to help</p> <p>13 fund Mitch Needelman's campaign?</p> <p>14 A. At that meeting --</p> <p>15 MR. BERNBAUM: Object to the form.</p> <p>16 A. At that meeting there was an understanding that</p> <p>17 there was an offer on the table from Dupree and Needelman</p> <p>18 for us to be able to pay money to win the contract for me</p> <p>19 to go back and speak to Rose.</p> <p>20 BY MR. RUSSELL:</p> <p>21 Q. Okay.</p> <p>22 A. And if we did pay it, then we would win the</p> <p>23 scanning contract.</p> <p>24 Q. Okay. And did you go back and speak to Rose?</p> <p>25 A. Oh, yeah.</p>	<p style="text-align: right;">Page 76</p> <p>1 server.</p> <p>2 Q. You mean Blueware employees?</p> <p>3 A. Yeah, yeah. So if we were working on and she</p> <p>4 would read them and sometimes she got so infuriated that</p> <p>5 we'd put test out there knowing that we would wind her up</p> <p>6 and she would answer them when she wasn't copied on them,</p> <p>7 so we knew that she was reading them. So I knew that she</p> <p>8 was in communications with Dupree.</p> <p>9 Q. Right.</p> <p>10 A. And by the response and by the information she</p> <p>11 gave me back, I know that she'd already spoken to him.</p> <p>12 Q. Okay. When you were at the meeting at</p> <p>13 Needelman's house, did you -- was it very obvious that</p> <p>14 they were proposing a deal --</p> <p>15 A. It's like --</p> <p>16 Q. -- with kickbacks?</p> <p>17 A. It was like something out of the Sopranos. Do</p> <p>18 know what I mean? Yeah, it was obvious.</p> <p>19 Q. Yeah. They were pretty blatant about it?</p> <p>20 A. Yeah.</p> <p>21 MR. BERNBAUM: Object to the form.</p> <p>22 BY MR. RUSSELL:</p> <p>23 Q. Okay. Now I apologize for holding you off on</p> <p>24 it a couple of times, but you started to talk about being</p> <p>25 asked to look at a problem at the clerk's IT department.</p>

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<p style="text-align: right;">Page 77</p> <p>1 Go ahead and tell us about that now.</p> <p>2 A. I wasn't telling you about that actually, but</p> <p>3 the next thing that happened was Matt said that Mitch</p> <p>4 needed to come up with some money for a mailing he was</p> <p>5 doing.</p> <p>6 Q. Okay.</p> <p>7 A. And it was for some cards that stop you having</p> <p>8 to pay money to enter the election. Bear in mind I'm</p> <p>9 from England, so I don't understand exactly what that is.</p> <p>10 I think to get on the ballot you have to have so many</p> <p>11 cards.</p> <p>12 Q. Signatures?</p> <p>13 A. Yeah, cards with signatures, yes. And they</p> <p>14 were running that. So they needed some money. So we</p> <p>15 said, well, you know, maybe we could help with the price</p> <p>16 to mail. We thought it was mailing.</p> <p>17 Q. I see.</p> <p>18 A. But he -- so he -- Elaine and I went back and</p> <p>19 looked around the scanning, Elaine Sladek, this is a new</p> <p>20 one for you, went around to the scanning department and</p> <p>21 we met Mitch for lunch at a golf club in Titusville or</p> <p>22 near Titusville after we walked around there and there</p> <p>23 was Mitch there, McDaniel, Renee McGrory, Merrily</p> <p>24 Longacre, Mark Cook, and the first time that I met Mark</p> <p>25 Gager. Basically we went around and said -- we went</p>	<p style="text-align: right;">Page 79</p> <p>1 you know, and there were two obvious changes. One,</p> <p>2 either hire a new clerk or get rid of all the people</p> <p>3 because never the two are going to meet. So we give a</p> <p>4 presentation saying, you know, you're not scanning</p> <p>5 anywhere near enough efficiently, you're not doing that</p> <p>6 and he didn't need us to tell him that.</p> <p>7 So Matt came out and he said I want you to</p> <p>8 write me an invoice for two days consultancy. I said</p> <p>9 you're joking, we only went yesterday afternoon and we</p> <p>10 just went to lunch and you just bought us lunch. And he</p> <p>11 said I want you to write it for ten grand and I want you</p> <p>12 to mail it straight back to us.</p> <p>13 So we write an invoice. We couldn't write it</p> <p>14 on Blueware because we couldn't at that point because the</p> <p>15 incentives hadn't come through, we couldn't do it on</p> <p>16 Blueware because if we did it on Blueware, we would be</p> <p>17 doing business in Florida. So Rose had BlueGem as a Baby</p> <p>18 Blue that did no business, it was a dormant company that</p> <p>19 hadn't done anything.</p> <p>20 Q. Michigan based?</p> <p>21 A. Yeah. And decided to -- decided to do it on</p> <p>22 that. But when we went to do it, there was no -- there</p> <p>23 was no logo, no paperwork, there had been no -- nothing.</p> <p>24 So Deena, our finance lady, had to mock an invoice up to</p> <p>25 do that. So we submitted an invoice for 10,000, Mike</p>
<p style="text-align: right;">Page 78</p> <p>1 around to Titusville, Viera, we went around to all the</p> <p>2 scanning sites and looked at the scanning sites. And the</p> <p>3 scanning people weren't very efficient. Now they weren't</p> <p>4 very efficient because I think they were on a go slow so.</p> <p>5 Q. What do you mean by they were on a go slow?</p> <p>6 A. They obviously knew what they were doing from a</p> <p>7 skill point of view, but they weren't doing a lot. So,</p> <p>8 in other words, they were disgruntled employees who</p> <p>9 weren't really working to do anything while Mitch was in</p> <p>10 office.</p> <p>11 Q. And you're talking about the aforementioned</p> <p>12 Witches of Eastwick?</p> <p>13 A. Well, they were involved, but there were lots</p> <p>14 of people in the departments that were scanning at such a</p> <p>15 rate that, you know, my two year old could have done it.</p> <p>16 Q. And these were clerk's office employees?</p> <p>17 A. Yeah. So they were basically fight, you know,</p> <p>18 to be -- to be blunt, some of them were Source 2</p> <p>19 employees that were pissed off that lost their health</p> <p>20 care and their thing. There were people in there that</p> <p>21 didn't like Needelman because of the way he had fired</p> <p>22 some of their colleagues, they didn't like the changes</p> <p>23 going on in there, so they did the bare minimum to go to</p> <p>24 work.</p> <p>25 So he asked us to come up with some changes,</p>	<p style="text-align: right;">Page 80</p> <p>1 McDaniel signed it as per Mitch, Mitch signed it off, it</p> <p>2 came over the next day to the Blueware account.</p> <p>3 And then we told Sue Smith, not the attorney</p> <p>4 Sue Smith, this is another Sue Smith who is the accounts</p> <p>5 lady at Blueware to send it back to Dupree.</p> <p>6 She thought we meant the 5,000, his monthly</p> <p>7 payment. So she sent five grand. So he found it and</p> <p>8 said I only got five of the ten back. So then we told</p> <p>9 her to send the other 5,000. So the next day the other</p> <p>10 5,000 went.</p> <p>11 (Plaintiff's Exhibit No. 2 was Marked for</p> <p>12 Identification.)</p> <p>13 BY MR. RUSSELL:</p> <p>14 Q. Let me show you a composite, it's actually two</p> <p>15 documents that we've put together and marked Plaintiff's</p> <p>16 Exhibit 2 for identification. Do you recognize that top</p> <p>17 page first?</p> <p>18 A. Yeah.</p> <p>19 Q. Is that the invoice that you're talking about?</p> <p>20 A. Yeah.</p> <p>21 Q. Okay. Can you also confirm those signatures</p> <p>22 that we're looking at, the handwritten signatures?</p> <p>23 A. Yeah.</p> <p>24 Q. Who is the top one?</p> <p>25 A. Needelman.</p>

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<p style="text-align: right;">Page 81</p> <p>1 Q. Okay. And who is the bottom one?</p> <p>2 A. I don't know.</p> <p>3 Q. Okay. Does that say okay to pay above it?</p> <p>4 A. Yeah.</p> <p>5 Q. Okay.</p> <p>6 A. Actually it might be Mike's signature.</p> <p>7 Q. Mike McDaniel?</p> <p>8 A. Yeah.</p> <p>9 Q. Okay. You've mentioned, before I get too far</p> <p>10 afield, Mark Gager?</p> <p>11 A. Gager.</p> <p>12 Q. Gager. Who is that?</p> <p>13 A. He was a deputy clerk that I first been</p> <p>14 introduced to, he spent most of his time at Viera. I</p> <p>15 never really come across him before.</p> <p>16 Q. Okay. What about Mark Cook?</p> <p>17 A. Mark Cook was an attorney, but I didn't quite</p> <p>18 understand at that point where he sat. He did some work</p> <p>19 for the clerk.</p> <p>20 Q. Okay.</p> <p>21 A. It later became very apparent what he did.</p> <p>22 Q. And you mentioned Mary or Merrily Longacre?</p> <p>23 A. Yes, she was the on staff attorney for the</p> <p>24 clerk's office.</p> <p>25 Q. And Deena with Blueware, how do you spell her</p>	<p style="text-align: right;">Page 83</p> <p>1 had?</p> <p>2 A. Yeah.</p> <p>3 Q. And when money went into BlueGem's account, did</p> <p>4 it stay there?</p> <p>5 A. No, it got transferred out.</p> <p>6 Q. To Blueware?</p> <p>7 A. Yeah.</p> <p>8 Q. Always?</p> <p>9 A. If it wasn't needed, it would maybe sit there.</p> <p>10 But if it was needed for payroll, which it always was,</p> <p>11 you know. One of -- one of my major roles was that you</p> <p>12 were paid on the 15th. If I was on the 16th, I was</p> <p>13 looking for the 30th's payroll.</p> <p>14 Q. Were -- let me ask it a different way. Did</p> <p>15 Rose Harr comingle the liquid assets or any other assets</p> <p>16 of BlueGem and Blueware?</p> <p>17 MR. BERNBAUM: Object to the form.</p> <p>18 A. BlueGem apart from words and up until the</p> <p>19 scanning contract didn't have any contracts, it was</p> <p>20 purely to do this.</p> <p>21 BY MR. RUSSELL:</p> <p>22 Q. Just on paper?</p> <p>23 A. Yeah.</p> <p>24 Q. Did it have any assets of any kind?</p> <p>25 A. No. She moved some software over later which</p>
<p style="text-align: right;">Page 82</p> <p>1 name?</p> <p>2 A. D-E-E-N-A.</p> <p>3 Q. And what's her last name?</p> <p>4 A. Brigham.</p> <p>5 Q. And she's the one who created this invoice</p> <p>6 we're looking at?</p> <p>7 A. Yeah.</p> <p>8 Q. And if you look at the second page, that's a</p> <p>9 SunTrust wire transfer form; right?</p> <p>10 A. Yeah.</p> <p>11 Q. Or like a receipt. And that indicates that</p> <p>12 \$10,000 being wired from the clerk's account to Blueware;</p> <p>13 right?</p> <p>14 A. Yeah.</p> <p>15 Q. Or, I'm sorry, to BlueGem?</p> <p>16 A. If you look, there should be five grand the day</p> <p>17 before and then the 10,000 was his monthly payment plus</p> <p>18 five grand. So if you look, there should be another one.</p> <p>19 Q. And I don't doubt that there is, I don't think</p> <p>20 I have that. But I was going to ask here it shows</p> <p>21 beneficiary BlueGem. Did BlueGem have its own bank</p> <p>22 account at that time?</p> <p>23 A. We opened it the week before at First Bank in</p> <p>24 Cadillac or the day before.</p> <p>25 Q. Was that the first bank account that BlueGem</p>	<p style="text-align: right;">Page 84</p> <p>1 she tried to move -- she tried to put 1.5 million dollars</p> <p>2 of software as an asset into each of the Baby Blues to</p> <p>3 give it some --</p> <p>4 Q. Legitimacy?</p> <p>5 A. Yeah, because she believed that she was going</p> <p>6 to try to sell it to the Baby Blues.</p> <p>7 MR. BERNBAUM: Object to the form to the extent</p> <p>8 that was a question.</p> <p>9 THE WITNESS: What's that?</p> <p>10 MR. RUSSELL: Mr. Russell's question.</p> <p>11 BY MR. RUSSELL:</p> <p>12 Q. When you said to give it and I suggested</p> <p>13 legitimacy, was that the word you were looking for?</p> <p>14 MR. BERNBAUM: Same objection, form.</p> <p>15 A. I don't think -- I think more to the point that</p> <p>16 she wanted to give the companies some worth.</p> <p>17 BY MR. RUSSELL:</p> <p>18 Q. Okay.</p> <p>19 A. And she could do that by giving her software to</p> <p>20 each of those companies.</p> <p>21 Q. Okay.</p> <p>22 A. And then it gave each the companies in their</p> <p>23 opinion a value. Whether a bunch of capitalists would</p> <p>24 see that is a different matter, but in her mind that's</p> <p>25 what she did.</p>

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<p style="text-align: right;">Page 85</p> <p>1 Q. Okay. Did each of the Baby Blues get different 2 intellectual property? 3 A. No. 4 Q. Or were they all getting an ownership interest 5 in some intellectual property? 6 A. The same. 7 MR. BERNBAUM: Object to the form. 8 BY MR. RUSSELL: 9 Q. Okay. So it was one piece of software? 10 A. Yeah, it was Best Bond that never worked. So 11 it wasn't worth anything. 12 Q. What was Best Bond? 13 A. Best Bond was an application developed from the 14 Wellness Connection, which was a version four of an 15 electronic document management system that was used at 16 Portsmouth and other hospitals and it worked well in the 17 90s and 2000. 18 Q. Portsmouth in England? 19 A. Yeah. And it was proprietary to a -- and I'm 20 not technical, but I learned this parrot speak because 21 I've sold it for years, it was proprietary to an 22 operating system called the I series or system I for IBM 23 which you needed to use a language called RPG to be able 24 to operate it. 25 Now the I series operating system was extremely</p>	<p style="text-align: right;">Page 87</p> <p>1 systems, you could just plug in our software as long as 2 you bought some more space and blades and memory and make 3 it more affordable to the hospitals. Great idea, great 4 concept. 5 But the mammoth task, IBM looked at rewriting 6 it for Blueware and they quoted in the region of three to 7 four million dollars to do it. And then they couldn't. 8 Q. To rewrite Best Bond? 9 A. To rewrite Wellness Connection into Best Bond. 10 Q. Are you saying wowness connection? 11 A. Wellness. 12 Q. Wellness, I'm sorry. 13 A. Wellness Connection into Best Bond. IBM -- so 14 Rose decided that she was going to write it on her own. 15 First we brought in 20 inside programmers, but there was 16 no leadership, no level design document, nobody had done 17 it before and they were getting no where fast treading 18 water. It was just hemorrhaging money every month with 19 no real progress within. 20 Q. So to kind of cut to the chase, Best Bond never 21 did become a commercially viable product; is that 22 correct? 23 A. No. And I think I have a letter to my attorney 24 in that -- in December of 2012 saying that Best Bond 25 never was finished.</p>
<p style="text-align: right;">Page 86</p> <p>1 expensive as a server and the maintenance around it was 2 astronomical. So you got cottage hospitals with 3 expensive licensing from IBM couldn't afford to run our 4 software. Our software was less than the server and the 5 IBM licensing. 6 So to actually -- you would sell a piece of 7 software and then for them to run it, it would cost them 8 another million bucks. All right. So it was very 9 essential that she got off of that as well as she had 10 meaningful use. So she started to write a cross platform 11 version of the Wellness Connection she called Best Bond. 12 She tried to use it, write it from the Wellness 13 Connection but the Wellness Connection was home built by 14 Chuck and George. George, who was no longer with the 15 company, and he didn't document the code, so he didn't 16 line the eye on the code. When you write code, you write 17 the code and then you write a line under it in real 18 language saying what you've written and what you've done. 19 George didn't do that. So there was all this code and 20 there was no meaning behind it. 21 So Rose tried to rewrite a piece of software, a 22 cross platform that would run on what you would have at 23 home, an Intel processor or HP-Unix or something like 24 that, so she could sell it, anybody would buy it. So if 25 the hospital was running HP-Unix for all their other</p>	<p style="text-align: right;">Page 88</p> <p>1 Q. Okay. Did anyone ever purchase Best Bond ever 2 though it wasn't finished? Were you able to sell it at 3 any point in time? 4 A. No, what we did was we went out and sold the 5 concept. Well, we sold the concept as from a sales 6 perspective. And we got quite a way down the sales 7 route, but without a reference site, hospitals with 8 critical care 24 by seven up time wouldn't purchase. So 9 we had no alpha site, no beta site. 10 So we would go reasonably from a concept 11 environment like a boardroom here showing in a pseudo 12 demo form on a wall, but the nitty gritty tech guys in 13 the hospital really wanted to see it working in a 14 hospital and it never did. 15 Q. Okay. What about digital pen? 16 A. Digital pen is a technology that's been around 17 a very, very long time, but a company in Switzerland 18 called Anoto, don't know, developed it where it has a 19 unique dot pattern that you can print yourself. So you 20 can just write normally on a piece of paper where before 21 it was really expensive, you had to buy a pad of paper 22 and it wasn't great. And they had the technology to turn 23 the handwriting into text. 24 Q. Okay. 25 A. So the doctors, it could learn the doctor's</p>

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<p style="text-align: right;">Page 89</p> <p>1 handwriting and then turn it into text. Doctor's</p> <p>2 handwriting across the world is known to be terrible, so</p> <p>3 for this deal it was a breakthrough. And we partnered</p> <p>4 with a company in England, they were initially called</p> <p>5 Paper IQ when they just did the paper. But when they</p> <p>6 started to do the forms.</p> <p>7 So basically you take this invoice, they could</p> <p>8 build this invoice, the nurse in the hospital could print</p> <p>9 it off with the dot pattern underneath it, she could fill</p> <p>10 it out like normally and it took all the scanning process</p> <p>11 away. You put it back in and it knew exactly which one</p> <p>12 to follow by the unique dot pattern where to go.</p> <p>13 Blueware never owned it.</p> <p>14 Q. Blueware never owned digital pen?</p> <p>15 A. No, they partnered with a company that did it.</p> <p>16 Q. Okay.</p> <p>17 A. We had it in -- we had it in the proposal for</p> <p>18 the scanning contract because we knew that would</p> <p>19 differentiate ourselves from any other competitor in the</p> <p>20 ITN.</p> <p>21 Q. Okay.</p> <p>22 A. So we had the clerk's office put it into the</p> <p>23 ITN knowing that nobody else could do it.</p> <p>24 Q. Let me take you back to Exhibit 2, the BlueGem</p> <p>25 invoice and the wire transfer documentation. Did you say</p>	<p style="text-align: right;">Page 91</p> <p>1 wasn't specific enough.</p> <p>2 Travel expenses, under the clerk's rules,</p> <p>3 thanks for showing me this, I remember now, under the</p> <p>4 clerk's rules you have to do a per diem rather than</p> <p>5 actual expenses and Sue had included the air fares for</p> <p>6 Elaine going down and different things and wasn't allowed</p> <p>7 to do so.</p> <p>8 Q. Instead of per diem?</p> <p>9 A. Yeah, that's right. So basically Mike couldn't</p> <p>10 sign off of this one because of the travel expenses on</p> <p>11 it.</p> <p>12 Q. So this is an amended invoice?</p> <p>13 A. So Deena did that one and then Sue sent this</p> <p>14 one. Whether she did it or not, I don't know. Yeah, I</p> <p>15 think she did.</p> <p>16 Q. Okay.</p> <p>17 A. And if you look, it's the same invoice number.</p> <p>18 Q. Right. And thank you for clarifying. That</p> <p>19 makes sense now.</p> <p>20 (Plaintiff's Exhibit No. 4 was Marked for</p> <p>21 Identification.)</p> <p>22 BY MR. RUSSELL:</p> <p>23 Q. I'm going to show you a document now that we're</p> <p>24 marking Exhibit 4 for identification which purports to be</p> <p>25 an IT consultancy for Brevard County Clerk of the Courts.</p>
<p style="text-align: right;">Page 90</p> <p>1 that even though it came in two payments, the entire</p> <p>2 10,000 was given back to Matt Dupree?</p> <p>3 A. Yeah.</p> <p>4 Q. Was it sent to Eligere Strategies?</p> <p>5 A. I don't know.</p> <p>6 Q. Okay.</p> <p>7 A. It was sent to the same bank account every</p> <p>8 time.</p> <p>9 Q. Okay. And your understanding this was funds</p> <p>10 that was going to be used for?</p> <p>11 A. A mailing.</p> <p>12 Q. Needelman's campaign?</p> <p>13 A. Yeah.</p> <p>14 Q. A mailing or something like that.</p> <p>15 (Plaintiff's Exhibit No. 3 was Marked for</p> <p>16 Identification.)</p> <p>17 BY MR. RUSSELL:</p> <p>18 Q. Let me show you a separate invoice as soon as I</p> <p>19 get it marked. Okay. And there's an e-mail kind of</p> <p>20 coversheet attached to that. Tell us if you recognize</p> <p>21 that invoice which we've marked Exhibit 3 for</p> <p>22 identification.</p> <p>23 A. Let me go back. We had to change it, it wasn't</p> <p>24 specific enough. I think from what I remember there was</p> <p>25 something wrong in the wording in the first one, that</p>	<p style="text-align: right;">Page 92</p> <p>1 Do you recognize that, sir?</p> <p>2 A. Yeah.</p> <p>3 Q. Okay. What was this document for?</p> <p>4 A. This was for -- there were a number of avenues</p> <p>5 that the Clerk of Court were going down with with</p> <p>6 Blueware. The first one was to the scanning contract and</p> <p>7 the second one was to come in and take over the IT</p> <p>8 department and that was going to be BlueGem or Blueware.</p> <p>9 And the reason this was done in Roseware was that they</p> <p>10 didn't want Blueware to do the consultancy and the audit</p> <p>11 and then bid for the major contract. So they did it in</p> <p>12 Roseware's name.</p> <p>13 Q. I see.</p> <p>14 A. So it didn't -- it didn't exempt them from</p> <p>15 being able to do the audit and then bid the major</p> <p>16 contract.</p> <p>17 Before I open this, if you open it you'll find</p> <p>18 initials and changes on this contract where Mark Cook</p> <p>19 signed and changed things. There we go.</p> <p>20 Q. Is that in part of the standard terms and</p> <p>21 conditions there?</p> <p>22 A. Understand -- under Florida law I think there</p> <p>23 was some approval where we were offering one million and</p> <p>24 he wanted two, under Florida statute it had to be two. I</p> <p>25 think there's another change further on, maybe not.</p>

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<p style="text-align: right;">Page 93</p> <p>1 This was done on a Friday afternoon at the</p> <p>2 clerk's office in a meeting there was myself, Rose, a</p> <p>3 lady called Londa, not Linda, Londa Rose, L-O-N-D-A,</p> <p>4 Rose, who was a Blueware employee, had just started that</p> <p>5 day. Myself, Rose, Londa Rose, Mark Cook, Mike McDaniel,</p> <p>6 Renee McGrory, Mitch Needelman. It was a Friday</p> <p>7 afternoon I think you'll find the 6th of April is 2012</p> <p>8 cause I wanted to go home. But she was there.</p> <p>9 And basically this contract was signed</p> <p>10 alongside another one. You won't have it, they would</p> <p>11 have destroyed it. And there was this one signed, it was</p> <p>12 called Roseware IT consultancy for Brevard County Clerk</p> <p>13 of Courts. And the second one was a cost containment</p> <p>14 contract where basically Blueware kept under a Florida</p> <p>15 statute 35 percent of any savings on any contract that</p> <p>16 the clerk had. So Blueware were to go back and</p> <p>17 renegotiate all the clerk's contracts.</p> <p>18 This is the first time that we really engaged</p> <p>19 with Mark Cook rather than Merrily Longacre. I thought</p> <p>20 that extremely strange that an outside attorney had been</p> <p>21 brought in for such a small contract. And he dithered</p> <p>22 about it for quite a while. He wasn't what I call a</p> <p>23 slick attorney in any way.</p> <p>24 Q. And this is if you turn to schedule B at page</p> <p>25 12 of 12, it shows the pricing schedule was \$100,000;</p>	<p style="text-align: right;">Page 95</p> <p>1 A. Yeah.</p> <p>2 Q. Let's go back, I just wanted to get that before</p> <p>3 we get too far away from it. And actually you leave that</p> <p>4 in your stuff. Okay.</p> <p>5 So do I understand you correctly that your</p> <p>6 testimony was with regard to the IT consultancy contract,</p> <p>7 it was going to be 70,000 but the price was increased to</p> <p>8 100,000 so that when the clerk paid the 100,000, 30,000</p> <p>9 would go back to Dupree?</p> <p>10 A. Yeah.</p> <p>11 Q. And when we talk about going back to Dupree,</p> <p>12 was that as Needelman's campaign manager so money was</p> <p>13 actually going back to Needelman's campaign?</p> <p>14 A. What they did with it, I don't know. All</p> <p>15 right. But it was -- Mitch was aware that the money was</p> <p>16 going back. I asked him, I asked him on a number of</p> <p>17 occasions whether Mitch got all the money and Matt used</p> <p>18 to say to me that he needed to deduct taxes and stuff.</p> <p>19 So I just left it. All right. I don't know. I don't</p> <p>20 know what proportion of the money ended up in</p> <p>21 Needelman's -- with Mitch Needelman.</p> <p>22 Q. Okay.</p> <p>23 A. If any on some of them, I don't know.</p> <p>24 Q. Right.</p> <p>25 A. I know that the money went back. I know that</p>
<p style="text-align: right;">Page 94</p> <p>1 right?</p> <p>2 A. It was 70 grand, but Dupree wanted 30. So we</p> <p>3 opted to 100 and he got 30,000 straight back to him when</p> <p>4 this was done. That was authorized on a Friday afternoon</p> <p>5 and it was there in ten minutes.</p> <p>6 Q. And I'm going to come right back to that, but I</p> <p>7 just found another document where you were explaining the</p> <p>8 transition from the invoice we marked Exhibit 2 to the</p> <p>9 invoice we marked Exhibit 3. And I'll let opposing</p> <p>10 counsel take a look at that first. But in a moment I</p> <p>11 want to show you an e-mail and see if that's related to</p> <p>12 the revision of the invoice.</p> <p>13 (Plaintiff's Exhibit No. 5 was Marked for</p> <p>14 Identification.)</p> <p>15 MR. RUSSELL: Here you go.</p> <p>16 MR. BERNBAUM: It's okay -- that's one you</p> <p>17 don't have extra copies of?</p> <p>18 MR. RUSSELL: Right, I don't.</p> <p>19 MR. BERNBAUM: But you marked it as five?</p> <p>20 MR. RUSSELL: Right.</p> <p>21 A. Yes.</p> <p>22 BY MR. RUSSELL:</p> <p>23 Q. It's Exhibit 5 by the way?</p> <p>24 A. Yes.</p> <p>25 Q. That's it?</p>	<p style="text-align: right;">Page 96</p> <p>1 on the mailing one Mitch mentioned it and thanks for</p> <p>2 sending it back. And I know on this one because Dupree</p> <p>3 wasn't present when the contract was done. The others I</p> <p>4 don't know how much of the 90,000 was or the other money</p> <p>5 that was sent, I don't know.</p> <p>6 Q. Okay. If you look at page ten of 12 on the</p> <p>7 consultancy contract, that schedule A called services.</p> <p>8 A. Yep.</p> <p>9 Q. Who put together this schedule A, the list of</p> <p>10 services to be provided?</p> <p>11 A. Rose and Matt Raab.</p> <p>12 Q. And what is Matt Raab's position?</p> <p>13 A. Matt Raab was the vice president of</p> <p>14 professional services.</p> <p>15 Q. For Blueware?</p> <p>16 A. Yeah. This would be in his agreement for</p> <p>17 Blueware.</p> <p>18 Q. Had Blueware ever provided services of this</p> <p>19 kind to anyone?</p> <p>20 A. Not to my knowledge in the time that I've been</p> <p>21 there.</p> <p>22 Q. And when I say Blueware, I'm including all the</p> <p>23 Baby Blues as well.</p> <p>24 A. Blueware in its full entire -- entirety had</p> <p>25 never performed anything like this.</p>

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<p style="text-align: right;">Page 97</p> <p>1 Q. Do you know whether Needelman and Dupree were</p> <p>2 advised of the fact that Blueware did not necessarily</p> <p>3 have this expertise to offer these services?</p> <p>4 A. Blueware had the expertise to provide the</p> <p>5 services.</p> <p>6 Q. It did?</p> <p>7 A. Yeah. They're a software shop with service and</p> <p>8 they install software and service and integrate into IT</p> <p>9 departments all the time and they do it. So they -- Matt</p> <p>10 Raab was more than capable of doing that.</p> <p>11 Q. Okay.</p> <p>12 A. The people they sent to do it, didn't.</p> <p>13 Q. Who did they send to do it?</p> <p>14 A. They sent David Welliver, who is Rose's son,</p> <p>15 and an 18-year-old called Eric Love with other bits and</p> <p>16 pieces.</p> <p>17 Now they didn't have -- they didn't have the --</p> <p>18 they didn't have the ability to do it. Now the reason</p> <p>19 that they were sent was because if you look at the</p> <p>20 schedule for 70 grand, \$1,000 a day, which is what an IT</p> <p>21 consultant would earn, right, this 70 days, it takes</p> <p>22 longer than 70 days to do this work. Right. So she was</p> <p>23 out from the minute that she started.</p> <p>24 So she sent David and Eric and a couple of</p> <p>25 others, Elaine for a little bit, who was more of a</p>	<p style="text-align: right;">Page 99</p> <p>1 department.</p> <p>2 But the scanning contract, the simplest way to</p> <p>3 do it is the shit hit the fan when it got public and she</p> <p>4 pulled back from doing it. So there was a presentation</p> <p>5 on most of these on how she would change things, how</p> <p>6 things needed to change and stuff like that, but it was</p> <p>7 watered down dramatically. And I think the clerk of the</p> <p>8 court have a presentation which answers most of these,</p> <p>9 you know, wishy washy kind of way.</p> <p>10 Q. Okay.</p> <p>11 A. So a lot of this work, a lot of this work was</p> <p>12 sort of done, but they used spyware off the internet to</p> <p>13 check the stuff. It was done in a very, very poor manner</p> <p>14 by an 18 year old. I don't think for one minute they</p> <p>15 reduced the IT cost.</p> <p>16 The streaming of the supply chain, they didn't</p> <p>17 even get into that. They wanted to go IBM, which was</p> <p>18 more expensive, I didn't understand that.</p> <p>19 Q. What about reducing energy cost?</p> <p>20 A. That is just vapor, it's a filler, you know.</p> <p>21 Q. Okay.</p> <p>22 A. She had services and mission support</p> <p>23 activities, that's just gump.</p> <p>24 THE COURT REPORTER: Just what?</p> <p>25 THE WITNESS: Gump, rubbish, trash.</p>
<p style="text-align: right;">Page 98</p> <p>1 programmer from IT specialist, she could do it, but it</p> <p>2 wasn't her -- she had the ability to do it. Could she</p> <p>3 actually complete the contract? Probably not with her</p> <p>4 skills. Rose committed to do a lot of interviews and</p> <p>5 stuff and then went to England.</p> <p>6 Q. So without conducting the interviews?</p> <p>7 A. Yeah. And then it was really strange, the</p> <p>8 minute that we wanted to come in and do this, Mitch then</p> <p>9 stopped us because he thought it would raise too many red</p> <p>10 flags. So we raised the 100,000 and then were only</p> <p>11 allowed to do half of the scope because he didn't want to</p> <p>12 raise the flags in the IT department and with the</p> <p>13 campaign coming forward.</p> <p>14 Q. Did Blueware employees or Blue -- I should say</p> <p>15 Roseware representatives, regardless of who they may have</p> <p>16 been employed by, did Roseware representatives complete</p> <p>17 any of the objectives outlined in the contract?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. Which ones?</p> <p>20 A. What she did was she came up with a</p> <p>21 presentation that was done at some hotel which told you</p> <p>22 the way -- told the way that things that were going to be</p> <p>23 done. What was going to happen initially at that -- at</p> <p>24 that meeting was these people were going to be told that</p> <p>25 Blueware were going to come in and take over the IT</p>	<p style="text-align: right;">Page 100</p> <p>1 A. The takeoff of the project never -- it didn't</p> <p>2 happen in the way it should have done. Analogous of like</p> <p>3 thinking that is just you can get people in a room and</p> <p>4 tell them whatever, you know. They were never going to</p> <p>5 be like thinking because they didn't like them any way by</p> <p>6 this point. Roseware and Blueware were, you know, as</p> <p>7 popular as Matt Dupree at this point. So this was never</p> <p>8 going to happen.</p> <p>9 So a lot of this, you know, a lot of this</p> <p>10 didn't happen for his circumstance rather than thinking.</p> <p>11 And Matt Dupree and Needelman stopped some of the</p> <p>12 activities from being completed because of the political</p> <p>13 fallout of him doing that.</p> <p>14 BY MR. RUSSELL:</p> <p>15 Q. At the beginning before this contract was</p> <p>16 signed, was there discussion with Dupree or Needelman or</p> <p>17 their agents to the effect that we really need to hire</p> <p>18 somebody to give us IT consulting or was the discussion</p> <p>19 more like we need some more money in the Needelman</p> <p>20 campaign and we need a good reason to move some money</p> <p>21 around?</p> <p>22 MR. BERNBAUM: Object to the form.</p> <p>23 A. I'm learning. I know what that was, I knew you</p> <p>24 were going to do like that. Neither, neither. The end</p> <p>25 goal was for Blueware to take over the IT department.</p>

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<p style="text-align: right;">Page 101</p> <p>1 BY MR. RUSSELL:</p> <p>2 Q. Okay.</p> <p>3 A. So there needed to be justifications in doing</p> <p>4 that. They weren't getting any feedback from within.</p> <p>5 They were -- Mitch was getting frustrated by what he</p> <p>6 called leaks because he was paranoid around Matt and I</p> <p>7 would infiltrate his system. He -- and the first time I</p> <p>8 come across this the name Matt Ni was Needelman said that</p> <p>9 he had sold some software or firewall or something to the</p> <p>10 previous Clerk of Court, which is now the present Clerk</p> <p>11 of the Court, and he had a ways into the system. So</p> <p>12 that's why spyware was put on.</p> <p>13 Q. So he thought that Scott Ellis was hacking into</p> <p>14 the system?</p> <p>15 A. Uh-huh.</p> <p>16 Q. And what -- do you know what made him think</p> <p>17 that? I mean did he share with you what made him think</p> <p>18 that?</p> <p>19 A. He said Matt is a box of frogs, so nobody</p> <p>20 knows.</p> <p>21 Q. You talking about Mr. Needelman?</p> <p>22 A. Yeah. You know, he was paranoid. He had his</p> <p>23 house swept for bugs. You know, it was like something</p> <p>24 out of Criminal Intent.</p> <p>25 Q. For bugs, you mean like listening, electronic?</p>	<p style="text-align: right;">Page 103</p> <p>1 Q. Did he tell you --</p> <p>2 A. While it was under investigation.</p> <p>3 Q. Sorry, I didn't mean to interrupt you. Did</p> <p>4 Mr. Needelman tell you his purpose behind reporting a</p> <p>5 suspected infiltration to FDLE?</p> <p>6 A. He told us to go and find a possible, any</p> <p>7 possible infiltration so he could stop it being public</p> <p>8 record.</p> <p>9 Q. So he felt that if he reported something like</p> <p>10 that to FDLE, that the IT consultancy contract and the</p> <p>11 cost containment contract --</p> <p>12 A. Would stay covered.</p> <p>13 Q. Would not be public record?</p> <p>14 A. Yeah. I'm not so sure --</p> <p>15 MR. BERNBAUM: Object to form.</p> <p>16 A. I'm not so sure that he stopped the cost</p> <p>17 containment one going out. I'm not so sure that he did</p> <p>18 that.</p> <p>19 BY MR. RUSSELL:</p> <p>20 Q. But he felt -- did he express to you --</p> <p>21 A. There was no money involved in the cost</p> <p>22 containment, it was savings. So there was no real harm</p> <p>23 in Needelman sending that out because he wasn't spending</p> <p>24 any money.</p> <p>25 Q. But -- and I just want to be clear about what</p>
<p style="text-align: right;">Page 102</p> <p>1 A. Yeah, I don't mean mosquitoes. I mean</p> <p>2 listening devices, yeah. And any time a system blipped</p> <p>3 or they couldn't find a port that had been opened. He</p> <p>4 used it very cleverly to his game because what he did was</p> <p>5 he signed this and then he had an instant regret that he</p> <p>6 had signed it because it got signed and then somebody</p> <p>7 instantly asked for a public records request.</p> <p>8 Q. When you say it got signed, you're talking</p> <p>9 about the IT consultancy contract?</p> <p>10 A. Yeah, it got signed and the cost containment.</p> <p>11 And he had an instant regret for signing it. So what he</p> <p>12 did was he was going to the FDLE saying somebody</p> <p>13 infiltrated his system around this contract. So that</p> <p>14 enabled him to keep it from being public record in</p> <p>15 Florida.</p> <p>16 Q. When you say FDLE, you mean the Florida</p> <p>17 Department of Law Enforcement?</p> <p>18 A. Yeah.</p> <p>19 Q. Okay.</p> <p>20 A. So he did that.</p> <p>21 Q. So he reported an infiltration?</p> <p>22 A. Yes.</p> <p>23 Q. To FDLE?</p> <p>24 A. A suspected infiltration. And that was enough</p> <p>25 to stop this from becoming public record.</p>	<p style="text-align: right;">Page 104</p> <p>1 Mr. Needelman expressed to you. Was it his understanding</p> <p>2 that the IT consultancy contract would become exempt from</p> <p>3 public record disclosure?</p> <p>4 A. Yeah, he thought his two attorneys were there</p> <p>5 at the same time.</p> <p>6 THE COURT REPORTER: I'm sorry?</p> <p>7 THE WITNESS: His two attorneys were there at</p> <p>8 the same time, Cook and Longacre.</p> <p>9 BY MR. RUSSELL:</p> <p>10 Q. Let me ask you quickly about the standard terms</p> <p>11 and conditions for IT services beginning at page two of</p> <p>12 12. Where do these come from?</p> <p>13 A. They are standards that were used in the</p> <p>14 medical profession in Blueware in Michigan.</p> <p>15 Q. Okay.</p> <p>16 A. And that's why there's changes in the thing</p> <p>17 because it didn't fit Florida. There were a few changes</p> <p>18 made. Sue Smith was on the phone, not the attorney, Sue</p> <p>19 Smith the accounts manager, because Deena was not at</p> <p>20 work, was on the phone in Michigan making changes that</p> <p>21 Cook and Needelman and McDaniel wanted to this. One was</p> <p>22 around the insurance and bond. There was a number of</p> <p>23 different things that needed to be changed and they were</p> <p>24 changed. But for the most part this would be a standard</p> <p>25 health care contract for Blueware.</p>

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<p>1 Q. Okay. Did Blueware ever do any government work</p> <p>2 like for a Clerk of Court for example?</p> <p>3 A. Not that I know of.</p> <p>4 Q. Okay.</p> <p>5 (Plaintiff's Exhibit No. 6 was Marked for</p> <p>6 Identification.)</p> <p>7 BY MR. RUSSELL:</p> <p>8 Q. Mr. Geaney, I'm now going to show you an</p> <p>9 invoice number 040412-1 which we've marked Exhibit 6 for</p> <p>10 identification. Do you recognize that invoice?</p> <p>11 A. Yeah.</p> <p>12 Q. What is that?</p> <p>13 A. It's the full amount for the Roseware contract.</p> <p>14 It's really strange because normally Blueware would do a</p> <p>15 third, a third and a third. Occasionally we would do</p> <p>16 50 percent, 50 percent. So we would do 50 percent on</p> <p>17 contract signing, 25 percent milestone and 25 percent at</p> <p>18 sign off, but these are all paid on before the services</p> <p>19 start.</p> <p>20 Q. Is that true across the board with services</p> <p>21 provided to the clerk?</p> <p>22 A. Yeah.</p> <p>23 Q. The former clerk I should say.</p> <p>24 A. Yeah, the initial -- well, the initial scanning</p> <p>25 contract because the clerk -- the big contract, because</p>	<p>1 he was going to get the money out initially for the</p> <p>2 scanning contracts was a monthly payment. And there was</p> <p>3 separate revenue streams, some of it was IT fund and</p> <p>4 there was another fund and there was a staffing fund and</p> <p>5 there was an operational fund. Some of them were in</p> <p>6 surplus and he was moving money into one fund to keep it</p> <p>7 away from the county or the state getting it back. This</p> <p>8 is what he told -- told us.</p> <p>9 And he could build a nest egg of about a</p> <p>10 million in the first year to do that. So he was going</p> <p>11 move money from the operating budget and move it into the</p> <p>12 IT, but he wasn't supposed to be able -- he told us he</p> <p>13 wasn't supposed to spend it on anything except for what</p> <p>14 each channel was defined, but he -- he was going to move</p> <p>15 it so the state didn't take it back. And he would have</p> <p>16 about a million in the first year.</p> <p>17 Then he asked Mr. Daniel and myself to come up</p> <p>18 with a schedule of how many staff we would need -- he</p> <p>19 would need to get rid of as the payments grew. So when</p> <p>20 Blueware took over Viera scanning, it would only need one</p> <p>21 person in there, there would be three gone. The savior</p> <p>22 of the Kodak scanner that was in there, the large scanner</p> <p>23 that was in, plus four or five little ones and Mr. Daniel</p> <p>24 had to add in the health care and the -- all the benefits</p> <p>25 an employee would have got.</p>
Page 106	Page 108
<p>1 the clerk was not -- I mean I was -- I was aware that the</p> <p>2 clerk couldn't borrow money as a government entity. So</p> <p>3 we knew that the eight million would have to be spread</p> <p>4 across 60 payments and they were done on monthlies and</p> <p>5 basically they were done on the amount of staff that</p> <p>6 Needelman could get rid of. It got bigger -- the more</p> <p>7 staff that Needelman got rid of, the more the monthly</p> <p>8 payment rose.</p> <p>9 Q. When you say you were aware that the clerk</p> <p>10 could not borrow money, what made you form that belief?</p> <p>11 A. Because Needelman and Dupree told us.</p> <p>12 Q. When did they tell you that?</p> <p>13 A. Back straight away when we were doing the large</p> <p>14 contract that he couldn't do big capital payments. It</p> <p>15 have to come out of the operating budget because he</p> <p>16 couldn't borrow money. That he had 13 million dollars a</p> <p>17 year and it was capped and that was all he was allowed to</p> <p>18 spend and he could take it over five years.</p> <p>19 Q. And you mentioned that's what Needelman told</p> <p>20 you and Dupree was there. Do you recall clerks attorneys</p> <p>21 at that time, Ms. Longacre, Mr. Cook?</p> <p>22 A. No, I don't remember.</p> <p>23 Q. Okay. Not part of the conversation. If you</p> <p>24 look at -- I'm sorry, go ahead.</p> <p>25 A. So the way it worked, there was -- the way that</p>	<p>1 And then creating space at Viera, apparently</p> <p>2 Viera space and this is what was told, the Viera</p> <p>3 courthouse space is of a premium and for us -- and then</p> <p>4 the cost of making available the space in Viera per</p> <p>5 square foot per year. So he was looking to justify the</p> <p>6 monthly payments.</p> <p>7 So at no point while I was negotiating did --</p> <p>8 did Mitch ever talk about doing it as one off payment.</p> <p>9 It was talked about in the early days, but we put what</p> <p>10 English call the kibosh on it, the stop on it because</p> <p>11 under leasing in IT, at least 50 percent needs to come</p> <p>12 from software, software or equipment. And now there was</p> <p>13 no way that Blueware was going to spend four million</p> <p>14 dollars on software or equipment for that.</p> <p>15 So Rose asked me in the early stages and I just</p> <p>16 said I don't think that's going to work. But I think --</p> <p>17 I know that she retried as I was leaving to get IBM</p> <p>18 involved, but they're really risk adverse. The Big Blue</p> <p>19 is not as big as it is because it takes gambles.</p> <p>20 So when I left, there was 60 monthly payments</p> <p>21 starting off at about a hundred -- 80 to \$100,000 and I</p> <p>22 think the last summary would be the last payment would be</p> <p>23 165. And then with the two year extension built in if</p> <p>24 Blueware wanted it.</p> <p>25 Q. When you say the Big Blue, you mean Blueware,</p>

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<p style="text-align: right;">Page 109</p> <p>1 Inc.?</p> <p>2 A. IBM.</p> <p>3 Q. Oh, okay.</p> <p>4 A. IBM they call it the big blue.</p> <p>5 Q. Okay. I did the know that.</p> <p>6 A. Blueware raises from IBM.</p> <p>7 Q. Right.</p> <p>8 A. So Blue is she basically tagged on.</p> <p>9 Q. Got you.</p> <p>10 A. Blueware to IBM.</p> <p>11 Q. Okay.</p> <p>12 A. A lot of people thought that IBM owned Blueware</p> <p>13 because everything run on system I and it was an IBM</p> <p>14 shop.</p> <p>15 Q. Which was probably intentional.</p> <p>16 A. Yeah.</p> <p>17 MR. BERNBAUM: Object to the form.</p> <p>18 BY MR. RUSSELL:</p> <p>19 Q. Was it intentional?</p> <p>20 A. I would say clever.</p> <p>21 MR. BERNBAUM: Same objection.</p> <p>22 A. In 1993 I would say it was clever, but, yes.</p> <p>23 BY MR. RUSSELL:</p> <p>24 Q. Looking back at Exhibit 6, the first page is</p> <p>25 the invoice we reference for \$100,000. You see the date</p>	<p style="text-align: right;">Page 111</p> <p>1 there within ten minutes. And on the Monday -- and on</p> <p>2 the Monday 30,000 went back.</p> <p>3 Q. That was going to be my next question. Did the</p> <p>4 30,000 go back to Dupree as agreed?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. You said you didn't know whether or how</p> <p>7 that money was spent?</p> <p>8 A. No.</p> <p>9 Q. Okay.</p> <p>10 A. He might have bought a Harley Davidson for all</p> <p>11 I know. I know he bought one when I was down here. You</p> <p>12 never know. I don't know.</p> <p>13 Q. Do you know if -- I think your testimony</p> <p>14 earlier was that Needelman suggested reporting a</p> <p>15 suspected incursion to FDLE. Do you know if that</p> <p>16 actually happened, if he actually made such a report?</p> <p>17 A. Yeah, I think he did.</p> <p>18 Q. Okay. Is there anything else of significance</p> <p>19 related to the IT consultancy contract we haven't</p> <p>20 discussed yet?</p> <p>21 MR. BERNBAUM: Object to the form.</p> <p>22 BY MR. RUSSELL:</p> <p>23 Q. That you think is significant?</p> <p>24 A. No, no.</p> <p>25 Q. Okay. Roseware, was Roseware like BlueGem,</p>
<p style="text-align: right;">Page 110</p> <p>1 on that invoice?</p> <p>2 A. Yeah.</p> <p>3 Q. April 5, 2012?</p> <p>4 A. Yeah.</p> <p>5 Q. Okay. If you look at the second page, is that</p> <p>6 a wire transfer receipt showing payment from the Clerk of</p> <p>7 Court to Roseware in the amount of \$100,000?</p> <p>8 A. Yeah. What date is that on?</p> <p>9 Q. April 6th, 2012; is that correct?</p> <p>10 A. Yeah, this was -- this was done before we went</p> <p>11 to the meeting. So the actual contract and the meeting</p> <p>12 on the 6th. The invoice was predone in Michigan or done</p> <p>13 in Michigan and printed off down here.</p> <p>14 Q. Before you even had a contract?</p> <p>15 A. Yeah. So if you look at it, if you look at it,</p> <p>16 that was done on the 6th, the transfer was done on the</p> <p>17 6th, and the invoice was done on the 4th.</p> <p>18 Q. Yeah. Did Rose -- I'm sorry, did Blueware or</p> <p>19 any of the Baby Blues ever do business with anyone who</p> <p>20 paid as promptly as Mr. Needelman?</p> <p>21 A. Occasionally I would get a longstanding</p> <p>22 customer to pay me straight away if I needed payroll, but</p> <p>23 I would have to call in a favor, a big, big favor. And</p> <p>24 then they would maybe mail me in a couple of days. That</p> <p>25 was there on the Friday afternoon. That went and was</p>	<p style="text-align: right;">Page 112</p> <p>1 just one of Rose Harr's Baby Blues that was more or less</p> <p>2 dormant in Michigan or did they have an actual corporate</p> <p>3 operation of some kind?</p> <p>4 A. No. There was those three, there was three.</p> <p>5 There was Blueware, Bluelands and Roseware. Blueware and</p> <p>6 Bluelands were owned by Rose and George. Blueware was</p> <p>7 the medical. Bluelands was where Rose and George put the</p> <p>8 property into Bluelands and then rented it back to</p> <p>9 Blueware.</p> <p>10 Q. Real property you mean?</p> <p>11 A. Yeah, yeah, the offices. So from the beginning</p> <p>12 when they first bought the offices at 3060 East West 13th</p> <p>13 Street in Michigan, that property was in there and then</p> <p>14 Rose charged five grand a month rent. So it was for tax</p> <p>15 purposes the Blueland initially was put up.</p> <p>16 I got bored when I came over in 2010 and it was</p> <p>17 in recession and properties in Cadillac were going for</p> <p>18 six and seven, five, six, \$7,000 in repossession, so I</p> <p>19 started buying them with Bluelands and putting renters in</p> <p>20 at 600, 750 pounds -- dollars a month. So I was getting,</p> <p>21 you know, 25 percent return on every \$7,000 house that I</p> <p>22 bought and we ended up with about 20. Some were land</p> <p>23 contracts, some of them were bought. So that's what</p> <p>24 Bluelands did.</p> <p>25 Roseware was Rose's bit of fun. So it was she</p>

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<p style="text-align: center;">Page 113</p> <p>1 put money in there herself and she would make videos and</p> <p>2 it kept it away from George. So George couldn't stop her</p> <p>3 spending her money and making videos and stuff like that</p> <p>4 because --</p> <p>5 Q. You mean like music videos?</p> <p>6 A. House videos. She wanted to make movies, that</p> <p>7 was her thing.</p> <p>8 Q. Okay. And that was -- so Roseware's business</p> <p>9 was?</p> <p>10 A. They were the initial three.</p> <p>11 Q. Okay. And the Roseware leg of the stool was</p> <p>12 making videos and movies?</p> <p>13 A. Yeah, it was Rose's thing. She wanted to write</p> <p>14 a book.</p> <p>15 Q. Do you know if she ever -- and she was the sole</p> <p>16 owner of Roseware?</p> <p>17 A. Yeah.</p> <p>18 Q. From the beginning?</p> <p>19 A. Yeah.</p> <p>20 Q. Okay. And so did Roseware do any kind of IT</p> <p>21 consultancy or?</p> <p>22 A. Not while I was there.</p> <p>23 Q. Any kind of IT work at all that you know of?</p> <p>24 A. No.</p> <p>25 Q. Any kind of technical work?</p>	<p style="text-align: center;">Page 115</p> <p>1 is some sort of a memo I suppose from Roseware to the</p> <p>2 office of the Clerk of Court that concerns an IT audit</p> <p>3 among other things. Do you recognize that document?</p> <p>4 A. Yeah.</p> <p>5 Q. What is this exactly?</p> <p>6 A. Matt Dupree came to Rose and says Mitch isn't</p> <p>7 happy, he's not getting enough results from IT audit, he</p> <p>8 needs some actions to be able to justify the money. And</p> <p>9 he wanted us to come up with a way to be able to hold the</p> <p>10 IT audit in house without it going to public record.</p> <p>11 So Matt got Matt Raab, I think he wrote this,</p> <p>12 yeah, Matt Raab wrote this to basically it's one of these</p> <p>13 updates. There was weekly updates that Mitch after about</p> <p>14 four weeks wanted sent to Renee McGrory. And this was</p> <p>15 one basically stating that there was some unauthorized</p> <p>16 attempts to connect directly to the server.</p> <p>17 And what it was was there was a lady on the</p> <p>18 second floor who had talked one of the techs into putting</p> <p>19 her mobile phone on the system. So when she drove past</p> <p>20 on Saturday afternoon, right, Spiceworks picked it up as</p> <p>21 she drove past, all right. And what had happened was the</p> <p>22 phone had tried to connect as she had drove past in</p> <p>23 Titusville. She was actually going to a barbecue or a</p> <p>24 picnic that Scott was hosting for the campaign or</p> <p>25 something. There was something going on. And she was</p>
<p style="text-align: center;">Page 114</p> <p>1 A. No.</p> <p>2 Q. Anything to do with computers?</p> <p>3 A. No.</p> <p>4 Q. What about HR, any kind of?</p> <p>5 A. No.</p> <p>6 Q. Management function of any kind?</p> <p>7 A. No.</p> <p>8 Q. So do you know why Roseware was chosen as the</p> <p>9 entity to enter into the consultancy contract?</p> <p>10 A. Like I said before, if Blueware did it, they</p> <p>11 would be exempt from taking over the IT department in an</p> <p>12 open bid contract.</p> <p>13 Q. Was there any discussion of reasons not to use</p> <p>14 BlueGem?</p> <p>15 A. BlueGem with the scanning contract was eight</p> <p>16 million. They just didn't want all their eggs in one</p> <p>17 basket.</p> <p>18 Q. Okay. Did Roseware, to your knowledge, ever do</p> <p>19 any kind of business for which it was reimbursed?</p> <p>20 A. It never made a penny in the whole time since</p> <p>21 1993.</p> <p>22 (Plaintiff's Exhibit No. 7 was Marked for</p> <p>23 Identification.)</p> <p>24 BY MR. RUSSELL:</p> <p>25 Q. Sir, I'm going to show you now a document that</p>	<p style="text-align: center;">Page 116</p> <p>1 driving past. So one of the tech people had connected</p> <p>2 her phone to the clerk's system and that's what that was.</p> <p>3 But he wanted it listed so he could do his complaint.</p> <p>4 Q. To FDLE?</p> <p>5 A. Yeah. And I can actually remember, her name</p> <p>6 was Misty somebody.</p> <p>7 Q. Okay. And this was to justify the report to</p> <p>8 FDLE; is that correct?</p> <p>9 A. Yeah, as well as other things. He -- Rose had</p> <p>10 promised people on the ground and then she'd flown to</p> <p>11 England and there was no -- there was no -- he was</p> <p>12 concerned that he had spent \$100,000 or 70, but \$100,000</p> <p>13 to the clerk's office and he had to justify by having</p> <p>14 people there and there wasn't enough going on in his</p> <p>15 opinion.</p> <p>16 And then the other side of it was this lot was</p> <p>17 saying that people weren't turning up for interviews like</p> <p>18 Cindy Rabe and stuff like that, they were off and going</p> <p>19 to conferences. And there was a guy that they were</p> <p>20 really trying to get ahold of in the data center who</p> <p>21 looked after the data center.</p> <p>22 And then we put a piece of software on or were</p> <p>23 going to be put a piece of software onto the system which</p> <p>24 was \$147 off the internet, I think we charged ten grand</p> <p>25 for it and that was to justify within that. Don't know</p>

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<p style="text-align: center;">Page 117</p> <p>1 if you got that invoice. But we didn't send that ten 2 grand back, that stayed at Blueware. 3 (Plaintiff's Exhibit No. 8 was Marked for 4 Identification.) 5 BY MR. RUSSELL: 6 Q. I'm not sure if we have that or not. But let 7 me show you what purports to be an addendum to the IT 8 consulting contract which we're marking Exhibit 8 for 9 identification. Do you recognize that document? 10 A. That was never done on that date. 11 Q. On May 1, 2012? 12 A. Yes, that's absolutely rubbish, the date has 13 been changed. I was still working for Blueware and the 14 IT contract was still in place. That addendum has been 15 filled in and done later. 16 Q. So it was backdated? 17 A. Yeah. Without any shadow of doubt. I'd 18 collected \$150,000 by this point already. 19 Q. From the Clerk of Court? 20 A. Yeah. 21 Q. So by May 1 of 2012, you had already collected 22 that 150? 23 A. Yeah. That being collected on May 1. This was 24 done after I went -- when I left on the -- the 4th of 25 June was my last day, the cost containment contract was</p>	<p style="text-align: center;">Page 119</p> <p>1 A. They sent \$150,000 to Roseware to Citizen's 2 Bank to stop her being foreclosed on properties and then 3 they didn't finish the work. They couldn't close out the 4 Aptitude contract, they were still trying to do that 5 months later. That's absolutely rubbish. The money was 6 paid for cost containment not for this. 7 Q. Okay. So was there any discussion of why the 8 money should be made to appear as if it were paid for 9 abnormal incidents? 10 A. I'd gone. I'd gone. 11 MR. BERNBAUM: Object to the form. 12 BY MR. RUSSELL: 13 Q. You had gone? 14 A. Let me make this really clear. On the 29th of 15 May, which was the last Friday that I was there, the cost 16 containment contract was still in place. The 150,000 had 17 been paid the beginning of May, but it was paid to three 18 invoices, one being Rico, one being Kiss Tracks, and one 19 being Aptitude. 20 THE COURT REPORTER: Kiss? 21 THE WITNESS: Kiss, K-I-S-S, Tracks. This 22 wasn't in place. This didn't even exist on the 29th 23 of May. This is coming afterwards. 24 BY MR. RUSSELL: 25 Q. So both the addendum and the invoice at Exhibit</p>
<p style="text-align: center;">Page 118</p> <p>1 still in place and this hadn't been signed. 2 (Plaintiff's Exhibit No. 9 was Marked for 3 Identification.) 4 BY MR. RUSSELL: 5 Q. Let me show you something else just to make 6 sure you got your dates straight. We'll mark this one 7 Exhibit 9 which purports to be an invoice number 999111 8 in the amount of \$150,350 and then a domestic wire 9 transfer form showing that transfer to Roseware. 10 A. That happened. That wasn't the invoice that 11 was put in. There was three invoices making that amount. 12 That money did go, but not on that invoice. 13 Q. It was on a different invoice? 14 A. It was on a different invoice and it was for 15 three cost containments. One was Kiss Tracks, one was 16 Rico and the other one was Aptitude and they all amounted 17 to that amount of money. 18 Q. 150 to 350? 19 A. Yeah. And that contract is false. That 20 addendum may be, but it wasn't done on that day, that's 21 rubbish. 22 Q. Okay. Well, let me ask you a few questions 23 about -- well, starting with the title of Exhibit 8, the 24 addendum to the IT consulting contract. It says for 25 abnormal incidents. What does that mean?</p>	<p style="text-align: center;">Page 120</p> <p>1 9 were both backdated? 2 A. Yeah. 3 Q. And then what about the SunTrust wire transfer? 4 A. Was paid again for three invoices for exactly 5 the same amount. 6 Q. Okay. And so they just made this abnormal 7 incidents? 8 A. Yeah. 9 Q. Agreement for the same amount that had paid on 10 those three invoices? 11 A. Yes. 12 Q. Okay. 13 A. Did they define what the abnormal incidents 14 are? 15 Q. Did you ever hear any discussion of why they 16 wanted to create this abnormal incidents addendum rather 17 than just paying under the cost containment contract? 18 A. They were having trouble with the cost 19 containment contract because if you looked at Kiss 20 Tracks, there's an argument. Over the five years of the 21 contract, you would have saved enough money to justify 22 that proportion of the 150,000. But the other argument 23 would be that if you canceled it after three months, it's 24 only 35 percent of three months. 25 But Rose really needed the \$150,000 to stop</p>

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<p style="text-align: center;">Page 121</p> <p>1 herself from being foreclosed and they pulled the note in 2 at Citizen's Bank because she hadn't made payments and 3 things. So she was under real pressure to get me to get 4 the 150,000. So she gave me three invoices she gave to 5 me, I gave to Mike McDaniel. 6 This isn't -- this isn't -- this isn't that 7 I've seen it happen. I gave Mike McDaniel three invoices 8 for \$150,000 and I'll swear under testimony and he paid 9 it, all right, against the three invoices. This is a 10 later edition. 11 Q. Okay. When you look at referring to Exhibit 8, 12 the addendum, page two, schedule A, statement of work 13 reads in full due to unusual findings, further consulting 14 services required surrounding abnormal incidents. 15 Were -- were there any further consulting services prior 16 to May 1 of 2012? 17 A. No. 18 Q. Did you ever even hear the term abnormal 19 incidents used -- 20 A. No. 21 Q. -- while you were there? 22 A. This -- 23 Q. Do you know if any portion of the \$150,350 was 24 kicked back to Dupree/Needelman? 25 A. No, she needed every single penny. She was six</p>	<p style="text-align: center;">Page 123</p> <p>1 A. Yeah. 2 Q. That you were just referring to. 3 A. Yeah. 4 Q. Right in the middle you see where it says 5 sender's reference? 6 A. Yeah, savings contract. 7 Q. Savings contract. 8 A. There you go. And actually and Mike McDaniel 9 wrote cost savings on it. So if you look at it, it says 10 cost savings. This has been put in after the fact, a 11 long time after the fact. 12 MR. RUSSELL: Take a five minute break? 13 THE VIDEOGRAPHER: This is the end of media, 14 we're going off the record at 12:36. Back on the 15 record at 12:36, this is the end of media number 16 two, going off the record. 17 (A lunch break was taken.) 18 THE VIDEOGRAPHER: We're back on the record at 19 1:16 beginning of media number three. 20 BY MR. RUSSELL: 21 Q. Okay. Mr. Geaney, we're back from lunch. I 22 made a couple of notes during the break and before we 23 move on with the next document, I want to ask you a few 24 follow-up questions on some things. 25 Do you know who it was who actually spoke to</p>
<p style="text-align: center;">Page 122</p> <p>1 grand short that she put in of her own money to make the 2 difference. This has been printed off. Whoever's got 3 this has printed this off SunTrust statement. I've seen 4 the original for this. 5 Q. And that's page two of Exhibit 9 you're 6 pointing at? 7 A. Yeah. I've seen the original for this and I've 8 got it in some other court cost and Mike McDaniel in his 9 own handwriting has written on there cost savings. 10 So what I'm saying to you is that in my -- in 11 the stuff that I have or the stuff that I've seen and 12 got, right, the original says in Mike McDaniel's 13 handwriting on this \$150,000. So either Mark Haslim has 14 got it, all right. Mark Haslim is my attorney. The 15 whole thing. 16 So this has been printed off SunTrust, but the 17 original I saw -- I've seen it since I've left Blueware 18 actually says cost savings, which would indicate the 19 cost -- savings revenue rather than incidentals and I've 20 seen it. I'll get Kelly to look this week and get it to 21 you both, you and the other attorney. 22 Q. Thank you. Okay. If you will look, we're 23 talking about Exhibit 9 there; right? 24 A. Yeah. 25 Q. If you look at the SunTrust statement.</p>	<p style="text-align: center;">Page 124</p> <p>1 FDLE, whether that was Mitch Needelman himself or someone 2 else? 3 A. No, I just know the complaint had been made. 4 Q. Okay. I think you said at some point earlier 5 in the deposition that you had been to Mr. Needelman's 6 house more than once. And we talked about the initial 7 meeting where you discussed the scanning contract. Can 8 you tell us about other meetings at Mr. Needleman's 9 house? 10 A. Yeah, I went to two or three of his campaign 11 meetings on a morning afternoon at 2:00. I was invited 12 along. I don't really know why, just to listen. 13 Actually I took my father to one who was over from the 14 United Kingdom because he was here, so I took him to one 15 of the meetings. 16 Basically they talked about the revenues that 17 they needed. Polling, Dupree owns a polling company or 18 part owners of a polling company and they were doing some 19 point polling of republicans. They talked about Axe the 20 Tax. 21 Q. What's Axe the Tax? 22 A. It's an organization I think out of Orlando run 23 by -- whether it's openly or closed run by a guy called 24 Doug Guetzloe. Now Doug Guetzloe basically wanted -- 25 they wanted Mitch to be high profile. So they came up</p>

<p style="text-align: right;">Page 125</p> <p>1 with an award for saving tax politician of the year or</p> <p>2 something like that. And Guetzloe fabricated the award</p> <p>3 and Needelman through another supplier paid \$15,000 to</p> <p>4 Guetzloe and some guy called Keith to come up with this</p> <p>5 false award and present it to Mitch Needelman on the</p> <p>6 radio.</p> <p>7 Q. And you -- you said came up with 15,000 from</p> <p>8 another supplier?</p> <p>9 A. Yeah. It was some debt collecting agency they</p> <p>10 were meeting in Orlando. I don't think they were from</p> <p>11 Orlando, but they were meeting from there. They were</p> <p>12 going to pay this \$15,000.</p> <p>13 Q. And Mitch Needelman discussed this whole</p> <p>14 scenario with you present?</p> <p>15 A. No, Dupree told me.</p> <p>16 Q. Okay.</p> <p>17 A. And he told me to listen on the radio the next</p> <p>18 morning and he was going to meet with the debt collecting</p> <p>19 people after the radio award and it was made and so he</p> <p>20 got 15,000 then. Doug Guetzloe was -- we did quite a bit</p> <p>21 of return thing. He was working for the clerk out of</p> <p>22 neighboring Osceola County which was Blueware's next</p> <p>23 target with Dupree.</p> <p>24 Q. What was Guetzloe doing for Osceola County?</p> <p>25 A. Sort of lobbyist and doing these things. I met</p>	<p style="text-align: right;">Page 127</p> <p>1 relations and friends of the people that were in the</p> <p>2 room.</p> <p>3 Q. Did you read any of the letters?</p> <p>4 A. No, I didn't have any interest.</p> <p>5 Q. Okay. Had you ever met Mr. Ellis by that time?</p> <p>6 A. No.</p> <p>7 Q. You said that there was some discussion about</p> <p>8 entering into some sort of a scanning contract with</p> <p>9 Osceola County Clerk of Court?</p> <p>10 A. Uh-huh.</p> <p>11 Q. Where did that go?</p> <p>12 A. It didn't go anywhere particularly. I think</p> <p>13 the thing with me and my objections to Dupree and</p> <p>14 Needelman and the whole thing with Rose came up and they</p> <p>15 were in enough trouble with the scanning contracts here,</p> <p>16 that letting me go and then continuing after me paid the</p> <p>17 5,000 and me for the public records request, it didn't</p> <p>18 got anywhere pretty quick. And Tompkinson lost the</p> <p>19 election anyway. He didn't even win the primary.</p> <p>20 The other thing that was talked about at the</p> <p>21 meetings was that -- and I didn't understand, I've got a</p> <p>22 little bit better, I didn't understand American politics,</p> <p>23 so I didn't understand the primary and then the thing in</p> <p>24 November. What they were looking for was a write in</p> <p>25 candidate from the democratic party to stand in the</p>
<p style="text-align: right;">Page 126</p> <p>1 him at a McDonald's on one of the 95 or 75 or some road</p> <p>2 where a Holiday Inn locally and he offered the same deal</p> <p>3 for Osceola for -- that was going on with Brevard for</p> <p>4 kickbacks and he wanted it to be -- he wanted it to -- he</p> <p>5 wanted -- he said talk was cheap but he wanted money.</p> <p>6 So Rose got me to pay him \$5,000. She was away</p> <p>7 at the time, so she got the money transferred into my</p> <p>8 account, but it didn't get there quick enough because I</p> <p>9 wrote it out of an account here and the check bounced.</p> <p>10 Q. Out of your personal account?</p> <p>11 A. Yeah. And then I transferred the money on the</p> <p>12 Monday. But that went to Guetzloe for Tompkinson. I</p> <p>13 finished working for Blueware on the Monday and they went</p> <p>14 to meet Tompkinson on the Thursday afternoon.</p> <p>15 So they talked about that at the meetings, the</p> <p>16 Axe the Tax. They were giving letters, complaint letters</p> <p>17 and dispersions about Scott Ellis in the room and then</p> <p>18 they -- people would take them and give them to family to</p> <p>19 send them in.</p> <p>20 Q. What do you mean dispersion letter?</p> <p>21 A. Saying that he was a crackpot, that he should</p> <p>22 have retired and loads of different sort of stuff.</p> <p>23 Q. And to whom were these letters addressed?</p> <p>24 A. They were addressed to different medias, forms</p> <p>25 of the media. And then they would be sent in by</p>	<p style="text-align: right;">Page 128</p> <p>1 election so the result didn't happen in the primary, it</p> <p>2 happened in November.</p> <p>3 So they got a friend of Dupree's son and they</p> <p>4 were going to give him some money, some college or</p> <p>5 something, I don't know, to stand against the republican</p> <p>6 candidate so it wasn't settled in the primary. Does that</p> <p>7 make sense? I know you can't answer. But that -- I</p> <p>8 think that's what they were working on and I don't</p> <p>9 understand it, we don't do that here in England, we do it</p> <p>10 very differently. So that's what they were working on.</p> <p>11 So it went past the August vote, it went to November.</p> <p>12 Q. Okay.</p> <p>13 A. Because it gave them more time if they didn't</p> <p>14 lose in August, they would lose in November. It was an</p> <p>15 education.</p> <p>16 Q. During any of these meetings at Needelman's</p> <p>17 house after the initial meeting, were there discussions</p> <p>18 regarding the consultancy contract, the scanning</p> <p>19 contract, or the cost containment contract or was it</p> <p>20 strictly related to the campaign?</p> <p>21 A. They didn't talk about any of them because</p> <p>22 there was people outside of the clerk's office that were</p> <p>23 involved in his campaign.</p> <p>24 Q. Okay. To your knowledge, did anyone else ever</p> <p>25 overhear, not at those meetings, but at any time ever</p>

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1 overhear Matt Dupree talking about dummying up these  
 2 invoices?  
 3 A. Sorry, I don't -- you have to clear.  
 4 Q. About saying send us an invoice for something  
 5 and we'll pay it and then you kick the money back to us?  
 6 A. There was Rose in those meetings and there were  
 7 a sales guy called David Egley, he actually told that  
 8 that happened. Deena was aware on a conference call that  
 9 that's what happened. The same as Sue Smith. I verbally  
 10 talked to Matt Raab and people in Blueware about it  
 11 because it was going into a different domain than we'd  
 12 ever gone into before. We'd never sort of done that.  
 13 Payments at Blueware didn't happen.  
 14 Q. Okay. Did Dupree or Needelman ever ask you to  
 15 use your private e-mail or to use their private e-mail in  
 16 order to avoid making public records?  
 17 A. I very rarely used an e-mail, I didn't do it.  
 18 But I was sent stuff from their private e-mail and they  
 19 told me never to use the clerk and they instructed  
 20 Blueware in regards to the scanning contract and the  
 21 contracts that they were working on not to use the  
 22 clerk's e-mail. The e-mail address I used to send stuff  
 23 to was Earthlink.  
 24 Q. And did they tell you why they wanted you to  
 25 use private e-mail instead of the clerk's e-mail?

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1 A. Yeah, because everything that went in the  
 2 clerk's office was public record, sunshine state which  
 3 it's not in Michigan.  
 4 Q. And was this Needelman or Dupree or both who  
 5 gave you that instruction?  
 6 A. Renee McGrory with Needelman and -- with  
 7 Needelman definitely present.  
 8 Q. And Renee McGrory, what's her position again?  
 9 A. She -- she used to put herself across as the  
 10 secretary, but she was the power behind Needelman. He  
 11 didn't write e-mails, she had access to all his e-mails.  
 12 She took all his minutes, she held his calendar. She was  
 13 basically his right hand and she basically reported on  
 14 anything that happened in the office when he wasn't  
 15 there. She was our go to person initially.  
 16 Q. And when she told you to use their private  
 17 e-mails instead of the clerk's e-mail, Mitch Needelman  
 18 was present?  
 19 A. Yes.  
 20 Q. Okay. And he didn't object?  
 21 A. I think he suggested that she talk to us about  
 22 it.  
 23 (Plaintiff's Exhibit No. 10 was Marked for  
 24 Identification.)  
 25

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1 BY MR. RUSSELL:  
 2 Q. During the break I marked another exhibit  
 3 there, we marked Exhibit 10 and it has a Roseware heading  
 4 and it says cost containment for Brevard County Clerk of  
 5 Court. Do you recognize that contract, sir?  
 6 A. Yes.  
 7 Q. Is that the cost containment contract that you  
 8 mentioned earlier in your testimony?  
 9 A. Yes.  
 10 Q. Okay. Whose idea was it to come up with this  
 11 cost containment contract?  
 12 A. There's a story behind it. Basically I used to  
 13 make fun out of Mitch and Matt by saying that their  
 14 contracts were fat.  
 15 Q. Fat?  
 16 A. Yeah. And what I meant by that is in the  
 17 private -- in the private sector, the to-ing and fro-ing  
 18 to get down to the financial end of a contract and then  
 19 get a signature was difficult, you know. And you got  
 20 accountants on both sides, you know, banging the counter  
 21 saying, you know, I went ten percent off this, you know,  
 22 you're only get 25 percent up front, you know, you get  
 23 25 percent on signing, 50 percent of 50 -- a thing on the  
 24 other 25 percent when the Clerk of Courts signed it off,  
 25 you know, you're not getting all of it. So I used to

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1 make fun of them it was fat.  
 2 And I said if I was negotiating this contracts,  
 3 you'd be a lot healthier state than you're in now. So  
 4 Matt said, hum, when I worked for Lighting Science, we  
 5 pushed a statute through that -- he was a lobbyist for  
 6 Lighting Science, which is a company here, where Lighting  
 7 Science was going to replace all the bulbs in Brevard  
 8 with these LCD or whatever bulbs they come up with which  
 9 run about ten percent to the thing. And they were going  
 10 to replace them for nothing.  
 11 But within the next five years they got 35  
 12 percent of the savings that were going to happen. And  
 13 the deal never actually went through, but it got through  
 14 and they had to make the statute change in Tallahassee.  
 15 So Matt lobbied this with Buckley and it went through.  
 16 So he said to me I'm sure you can use that statute to  
 17 renegotiate all these contracts.  
 18 So I said, well, I need to look at a couple.  
 19 They brought me 200 contracts in a big room at the board  
 20 room at the clerk's office. They were just piled high  
 21 with contracts everywhere. And I looked at two or three  
 22 and I said, yeah, we could do this. So they came up with  
 23 this contract and they put this contract out initially  
 24 because they knew that Scott's team knew that there was a  
 25 contract, a big contract flying around the clerk's office

<p style="text-align: center;">Page 133</p> <p>1 and they tried to use this contract as the contract that</p> <p>2 they said they were working on to get rid of the other</p> <p>3 ones.</p> <p>4 So even though the other ones were being housed</p> <p>5 by the FDLE and the scanning one was coming and they were</p> <p>6 trying to say that this was the big contract that they</p> <p>7 were working on.</p> <p>8 Q. Who put together the actual draft? This is a</p> <p>9 Blueware work product; right?</p> <p>10 A. Right, okay. The front page and the last two</p> <p>11 pages are -- would have been done by Deena and Rose with</p> <p>12 a little bit of my input, but the middle pages are just</p> <p>13 box standard template terms and conditions.</p> <p>14 Q. The same as we saw on?</p> <p>15 A. The other ones.</p> <p>16 Q. The consultancy contract?</p> <p>17 A. And this was signed on the same day as we</p> <p>18 signed the IT contract.</p> <p>19 Q. Right.</p> <p>20 A. At the same meeting.</p> <p>21 Q. Right. Okay. Well, this says that the term of</p> <p>22 the contract would be for 24 months; right?</p> <p>23 A. Yep.</p> <p>24 Q. How long did it last to your knowledge?</p> <p>25 A. Well, I was there on and off for about three or</p>	<p style="text-align: center;">Page 135</p> <p>1 Aptitude got a little bit almost like a bit of a poison</p> <p>2 pill in their contract as well. Not quite as open as the</p> <p>3 one on Blueware, it was very difficult. So it was passed</p> <p>4 to Smith &amp; Associates I think to try and break that and</p> <p>5 the Kiss Tracks contract.</p> <p>6 So what I initially did, I identified them, I</p> <p>7 identified the potential savings. I tried to speak to</p> <p>8 the organizations, didn't get anywhere very quickly and</p> <p>9 they were passed to attorneys. But the money was paid,</p> <p>10 that 150,000 for them and the work wasn't completed.</p> <p>11 Q. I'm sorry, when you say the 150,000 was paid</p> <p>12 for them, who is them?</p> <p>13 A. Paid for the three contracts that we were</p> <p>14 working on, Aptitude.</p> <p>15 Q. I see.</p> <p>16 A. Kiss Tracks and Rico.</p> <p>17 Q. Even though there were no cost savings</p> <p>18 achieved?</p> <p>19 A. There was none achieved, they were identified.</p> <p>20 Q. Okay. So you pointed at three contracts and</p> <p>21 said you could have got a better deal?</p> <p>22 A. Kiss Tracks was a cloud that had never been</p> <p>23 used and they were paying 30 grand a month. 30,000 a</p> <p>24 month times five years.</p> <p>25 Q. For what that had never been used?</p>
<p style="text-align: center;">Page 134</p> <p>1 four weeks, but I worked on about four contracts. I got</p> <p>2 quite a bit of way down three of them and Rose needed</p> <p>3 money so Mitch paid \$150,000, which is going back to this</p> <p>4 exhibit here. So that invoice -- so that payment was for</p> <p>5 this contract. That invoice didn't exist, it was three</p> <p>6 others. So that money was for this.</p> <p>7 Q. Okay. The 150, \$350?</p> <p>8 A. Yeah. So that money was for that. And then I</p> <p>9 don't know where this invoice come from and there's three</p> <p>10 invoices missing. They're not here anymore. One of them</p> <p>11 was for Kiss Tracks, one of them was for Aptitude and one</p> <p>12 of them was for Rico.</p> <p>13 Q. I notice there's no price on the cost</p> <p>14 containment contract.</p> <p>15 A. Well, it's 35 percent of what we saved.</p> <p>16 Q. Of what you saved.</p> <p>17 A. Yeah. So that's why it was harmless to send it</p> <p>18 out.</p> <p>19 Q. So did you -- with regard to the Rico and the</p> <p>20 other two companies that you mentioned, those three</p> <p>21 invoices, did you successfully renegotiate those</p> <p>22 contracts so that the clerk's office --</p> <p>23 A. No.</p> <p>24 Q. -- saved money?</p> <p>25 A. No. We were part of the way through, but</p>	<p style="text-align: center;">Page 136</p> <p>1 A. The cloud based storage. And that was one.</p> <p>2 One was 37 Rico scanners and about 200 -- they had 37</p> <p>3 Rico scanners spread all over the clerk's office, big</p> <p>4 huge ones and then everybody had a scanner on their desk.</p> <p>5 Some of them were only scanning 50 sheets a month, you</p> <p>6 know, those big industrial scanners. So we identified</p> <p>7 only keeping one in each area and getting rid of all the</p> <p>8 others. Or the option was to take everybody's scanner</p> <p>9 off their desk except for the essential people and save</p> <p>10 the paper, the ink and the printers that way. So that</p> <p>11 was the second one. But they were paying a fortune.</p> <p>12 Sean Campbell had negotiated Rico and then he</p> <p>13 got a couple of his own scanner people in there, another</p> <p>14 company. And then there was Aptitude and it was for some</p> <p>15 work on some platters of some kind, I don't remember what</p> <p>16 it was, but they had been done in house and whatever.</p> <p>17 And that had been done in house and whatever.</p> <p>18 And then there was a fourth contract, which was</p> <p>19 piddly, but it was through the ATM. We got an extra</p> <p>20 quarter per transaction. But there was 28,000</p> <p>21 transactions a year.</p> <p>22 Q. Okay. With regard to -- setting aside that</p> <p>23 last one, the other three, am I understanding you</p> <p>24 correctly that you identified contracts that should be</p> <p>25 renegotiated or revisited?</p>

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<p style="text-align: right;">Page 137</p> <p>1 A. Or canceled. Or canceled.</p> <p>2 Q. Or canceled?</p> <p>3 A. Kiss Tracks should have been canceled in my</p> <p>4 opinion.</p> <p>5 Q. But no action was actually taken on that to</p> <p>6 your knowledge?</p> <p>7 A. There was -- there was negotiations and there</p> <p>8 were attempts to cancel them or get out of the contracts.</p> <p>9 Was it actually done? No. By the time I left and the</p> <p>10 money had been paid, no.</p> <p>11 Q. Why had the money already been paid?</p> <p>12 A. Because Rose needed it.</p> <p>13 Q. And so she said I need 150,000?</p> <p>14 A. Yeah.</p> <p>15 Q. So how did the number end up being 150,350?</p> <p>16 A. Because that -- the savings were real. She</p> <p>17 needed around -- she needed 156 if you want to be honest</p> <p>18 about it, all right. She needed around -- she needed</p> <p>19 156,000. We got it to the savings identified, if you'd</p> <p>20 canceled Kiss Tracks using the five years of the</p> <p>21 contract, you canceled Aptitude and you done and changed</p> <p>22 the Rico contract, it comes to \$150,300. So that is</p> <p>23 real. They were identified as a saving. But were they</p> <p>24 executed? No.</p> <p>25 Q. Okay.</p>	<p style="text-align: right;">Page 139</p> <p>1 was usually turned over to legal counsel on the other</p> <p>2 side?</p> <p>3 A. Yeah.</p> <p>4 Q. And then the next one says once a new contract</p> <p>5 or service agreement is negotiated on behalf of Brevard</p> <p>6 clerk's office and a vendor contract is received for</p> <p>7 review by Roseware and the Brevard clerk's office, a</p> <p>8 formal acknowledgment of gross savings or cost reduction</p> <p>9 will be submitted to the clerk for review. Did that ever</p> <p>10 happen?</p> <p>11 A. Yeah, on the back of an envelope. We</p> <p>12 identified the savings on the back of an envelope, phoned</p> <p>13 Deena, Deena wrote an invoice for the full amount, sent</p> <p>14 it the clerk and he paid them.</p> <p>15 Q. Okay. So no new contracts --</p> <p>16 A. No.</p> <p>17 Q. -- or service maintenance were ever negotiated;</p> <p>18 right?</p> <p>19 A. No.</p> <p>20 Q. Much less signed?</p> <p>21 A. No. They -- there was about two or 300</p> <p>22 contracts that were put on a big boardroom table in the</p> <p>23 clerk's office. One of the ones that we were working on</p> <p>24 was the internet with Time Warner I think it is down</p> <p>25 here, but there was five or six I couldn't touch.</p>
<p style="text-align: right;">Page 138</p> <p>1 A. And instead of being paid on the execution, the</p> <p>2 other thing that I heard was quite strange was I thought</p> <p>3 that they were going to pay the savings annually. So I</p> <p>4 thought that we would get 12/60th of the savings, not the</p> <p>5 full amount. Do you understand where I'm coming from?</p> <p>6 Because in year one, you would have saved 60,000. And</p> <p>7 year two you would have saved 60 and three it would have</p> <p>8 dropped off.</p> <p>9 Q. Right.</p> <p>10 A. But it didn't, it got all paid up front. So I</p> <p>11 was expecting it to be paid, you know, pro rata.</p> <p>12 Q. Okay. Looking at schedule A of the cost</p> <p>13 containment contract, it says services, Roseware, LLC</p> <p>14 will and then it says review all outside vendor</p> <p>15 contracts, and we'll come back to just what you reviewed</p> <p>16 in a minute, number two is identify cost savings and cost</p> <p>17 reduction methods. So it sounds like you did that, you</p> <p>18 did identify some cost savings opportunities?</p> <p>19 A. On a very small percentage of the contracts</p> <p>20 that were there.</p> <p>21 Q. Right. And then it says enter negotiations on</p> <p>22 the Brevard clerk's office behalf to implement immediate</p> <p>23 contract changes, cancellations or amendments to</p> <p>24 guarantee immediate cost reductions.</p> <p>25 And it sounds like you did some of that and it</p>	<p style="text-align: right;">Page 140</p> <p>1 I wasn't allowed to touch -- I wasn't allowed</p> <p>2 to touch a company called MLS who were a -- like a run</p> <p>3 around courier service.</p> <p>4 Q. Why not?</p> <p>5 A. Because --</p> <p>6 Q. If you know.</p> <p>7 A. Because they helped with the campaign.</p> <p>8 Q. Because they helped with Mitch?</p> <p>9 A. Mitch told me I couldn't touch it because they</p> <p>10 helped with the campaign.</p> <p>11 Q. Okay.</p> <p>12 A. And there was that one. There was the debt</p> <p>13 collecting agency one.</p> <p>14 Q. What was the debt collecting agency one?</p> <p>15 A. There were three and I don't remember their</p> <p>16 names.</p> <p>17 Q. Was that the -- was that the companies that</p> <p>18 contributed the 15,000 so that Mr. Guetzloe would create</p> <p>19 an award to give to Mitch?</p> <p>20 A. The only way I can answer that is there was</p> <p>21 only three debt collection agency contracts with the</p> <p>22 clerk and they were the three I wasn't allowed to touch.</p> <p>23 So whether -- which one any of them or three of them I</p> <p>24 don't really know.</p> <p>25 Q. Okay.</p>

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1 A. Which ones individually it would have been that  
2 done that. There was that one and there was some kind of  
3 destruction company out of Cocoa Beach that I couldn't  
4 touch.  
5 Q. You mean like a document destruction?  
6 A. Yeah, yeah, it was peanuts, it was peanuts, but  
7 I wasn't allowed to touch that. And United Health Care.  
8 Q. Okay. Do you know of any connection between  
9 Mitch or Matt Dupree and United Health Care?  
10 A. United Health Care were to do with Source 2 and  
11 Dixon I was led to believe. Nuxol, David Nuxol. And it  
12 was to do with this sourcing of outsource 2 and things  
13 like that.  
14 Q. The outsourcing of employees?  
15 A. Yeah, yeah. That's how that was done and I  
16 wasn't really quite sure how that worked, but I wasn't  
17 allowed to touch it.  
18 Q. Okay. So United Health Care was somehow  
19 connected with Source 2 though?  
20 A. Yeah.  
21 Q. Okay.  
22 A. I wanted to have a look at it because it was  
23 fat, it was fat fat. And if you looked how fat it was  
24 against what the employees were getting back compared to  
25 what they were getting before, it made no sense.

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1 The second year was so expensive, right, that  
2 it just made no sense. And there's no limitation on how  
3 the increases came. It was either really, really,  
4 really, really poorly negotiated and the salesman went  
5 out of there and probably went on a cruise for six months  
6 or -- or I don't know. There's no other reason. It was  
7 bad.  
8 Q. Were you allowed to review the Source 2  
9 contract?  
10 A. No. But there's a story behind that.  
11 Q. Okay.  
12 A. We wanted to make cost savings so there was a  
13 scheme where Nuxol increased his prices by ten percent.  
14 We make a cost cut savings of six percent, Nuxol is up  
15 four and we take six percent. Does that make sense what  
16 I'm trying to tell you?  
17 Q. I believe so. Whose idea was it to put this  
18 scheme into action?  
19 A. Matt's.  
20 Q. Matt Dupree?  
21 A. (Nods head.)  
22 Q. Did Needelman go along with it?  
23 A. I don't think he even got that far because  
24 Nuxol wouldn't play.  
25 Q. Ah, I see. So do you know whether it was

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1 pitched to Nuxol?  
2 A. Yeah, Nuxol wouldn't play.  
3 Q. I got you.  
4 A. He was in hot water enough with stuff that was  
5 going on. Scott was -- by this point the election was in  
6 full throw and the mudslinging was sticking.  
7 Q. Did Dupree or Needelman or anyone else suggest  
8 to you that you couldn't review the Source 2 contract or  
9 the collection agency contracts or MLS because they had  
10 received sweetheart deals and were helping out with his  
11 election?  
12 A. I was told -- I was told that he was getting  
13 \$5,000 a month, Dupree was getting \$5,000 a month from  
14 Nuxol Dupree told me that from Source 2. Now whether  
15 that was a lobbyist legitimate, I don't know. But he  
16 told me of every 100 employees that he outsourced,  
17 whether it be at the clerk's office or what, that he was  
18 getting 5,000 a month. He was getting a percentage of  
19 some debt collection agencies. I think it was 15 percent  
20 of the 40 percent that they charged or something, I don't  
21 really know. But I don't know about any of this.  
22 Q. Did Dupree ever tell you about how much he  
23 makes?  
24 A. No.  
25 Q. Between all of these payment sources of his?

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1 A. No. The only thing he ever told me was that  
2 even years are a good friend.  
3 Q. He said -- what did he tell you?  
4 A. Even years are a good friend because of the  
5 elections and things like that. But I watched him make  
6 \$76,000 in about ten minutes the one day.  
7 Q. Doing what?  
8 A. His friend Jason Steele had a customer that had  
9 a very large invoice stuck on the state's -- in the  
10 state -- in Tallahassee's desk, the governor's desk or  
11 the thing. And they hadn't completed it or they needed  
12 it or there was questions about it and it was put to the  
13 bottom of the pile. He needed it to come to the top of  
14 pile and Steele would receive ten percent of a \$780,000  
15 contract which was 78,000.  
16 So he phoned Dupree, I was in the room, and  
17 Dupree then had to phone his contacts through whether it  
18 be Tim Buckley or whoever to make this invoice come to  
19 the top of the pile. It did and he got 38,000. And two  
20 days later I listened to Jason Steele move it into Matt  
21 Dupree's Wells Fargo account.  
22 And then they were doing a deal on Cocoa Expo,  
23 something to do with valet parking and Fisher, Robin  
24 Fisher was the commissioner at that end and it was to do  
25 with a guy called Kendall Moore and they were sitting on

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1 it for a commissioner's meeting and this guy went to  
 2 another guy called Dave Degardi. David Degardi went to  
 3 Matt, Matt met the guy, they did a deal and he phoned  
 4 Mary Bolin to get the nod to get it through at the next  
 5 commissioner's meeting. And I don't know how much was  
 6 past there, but that's pretty much how it worked.  
 7 Q. With regard to the \$150,350 that was paid under  
 8 the cost containment contract, was any portion of that  
 9 kicked back to Needelman?  
 10 A. No, she needed every penny.  
 11 Q. Okay.  
 12 A. Blueware was no more without it.  
 13 THE COURT REPORTER: I'm sorry?  
 14 THE WITNESS: Blueware was no more without it.  
 15 BY MR. RUSSELL:  
 16 Q. Did anyone else benefit from the collection  
 17 companies to your knowledge?  
 18 MR. BERNBAUM: Object to the form.  
 19 A. I don't know for sure, but the only other  
 20 person that was involved with that would be -- that went  
 21 to the meeting would be Renee McGrory. She would go to  
 22 the meetings in Orlando with Mitch.  
 23 BY MR. RUSSELL:  
 24 Q. Anybody else in the clerk's office involved?  
 25 A. Not to my knowledge. Actually to my knowledge

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1 was they kept it away from everybody else in the clerk's  
 2 office. They didn't even enter it into the diary. I  
 3 know that for a fact because they told me that they were  
 4 in Orlando and it wasn't in the diaries.  
 5 Q. What do you mean the diaries?  
 6 A. The calendar, on the calendars, they kept it  
 7 off their calendars.  
 8 Q. I got you. Do you know how much Dupree made on  
 9 the Cocoa Expo deal?  
 10 A. No.  
 11 Q. What happened when you started reviewing the  
 12 large pile of contracts you said for the clerk's office  
 13 under the cost containment contract and then at some  
 14 point were you told to stop reviewing them or?  
 15 A. No. Basically what happened she got -- Rose  
 16 Harr got 150,000. So there was no more quick revenue  
 17 coming from the cost containment contract, all right, so  
 18 they were chasing revenue at this point. We'd missed a  
 19 payroll on the 15th of May, so nobody got paid at  
 20 Blueware on the 15th of May. It was five days late the  
 21 one at the end of April, four days late. So we were  
 22 chasing revenue. So that wasn't going to bring quick  
 23 revenue. So the scanning contract was back at the fore  
 24 and it was all down to the scanning contract.  
 25 So the scanning contract was the main focus for

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1 the next three weeks after that was signed. And the  
 2 money was paid on the 5th of May. That money paid the  
 3 end of -- that paid the Roseware money, it paid the bank  
 4 note that had called in and then we were looking for the  
 5 15th of May's payroll. So my focus was purely on the  
 6 15th of May's payroll.  
 7 Q. Okay. So you then you start turning to the  
 8 scanning contract. You had mentioned earlier and I asked  
 9 you to hold off, told you we would get to this later,  
 10 something about meeting I think you said Henry Sal at  
 11 Computer Systems Innovations, CSI?  
 12 A. Yeah, I met him, I met him in April at some  
 13 point, maybe March. Basically went over to Orlando. So  
 14 Blueware in theory I was comfortable that we could -- we  
 15 had the technology to -- we had the ability to put the  
 16 technology in place to do the scanning.  
 17 I was uncomfortable that we had the retention  
 18 and destruction knowledge subject matter experts as we  
 19 called them to do that. The other part that was really,  
 20 really concerning me was the redaction. You know, within  
 21 HIPAA records we do simple reduction, it's almost like it  
 22 simulates a highlighter on a computer screen. So  
 23 basically we can run a mouse along a lot of words to get  
 24 rid of them.  
 25 But to redact at the level that this was going

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1 to need to be redacted, we didn't have that skill. We  
 2 didn't have that software. So Matt introduced us to a  
 3 character -- two characters, a guy called Victor Lee and  
 4 another guy called Henry Sal. And myself and Elaine  
 5 Sladek went over to his place in Orlando, if I can  
 6 remember that, he offered us Magic tickets and they were  
 7 playing the Heat. And my wife was back in Brevard and I  
 8 didn't risk it, so I didn't go there.  
 9 So we met, he showed us a demonstration of what  
 10 he does and then he showed us around his facility where  
 11 he got about 100 ladies looking at screens and doing  
 12 reduction or checking reduction and he showed us his pipe  
 13 in and how much -- how many files he was getting a day  
 14 and stuff like that, very impressive.  
 15 And then Victor Lee took us for lunch at some  
 16 Italian place. When we were in there meeting initially,  
 17 Matt told him what the plan was and he said we need to  
 18 get it through procurement, do you have any kind of  
 19 contract that we can piggyback on. And he said, no, the  
 20 not only thing we had with the clerk's office is a  
 21 firewall contract. I think he'd done the firewall.  
 22 And Matt said, Mitch, he's reluctant to just do  
 23 this, what do you suggest. And then Henry Sal said ITN,  
 24 invitation to negotiate. It's not a full tender, but it  
 25 basically allows companies to come out on a very short

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1 procurement through one of the websites and I think the  
 2 website was Aptiva that it came out on.  
 3 And so Matt said do you have a copy of one. He  
 4 said, no, but you need to go to Palm Bay they did one or  
 5 something similar. So we left there. Matt two days  
 6 later came back with a --  
 7 MR. BERNBAUM: Wait, give me a copy. I  
 8 apologize.  
 9 MR. RUSSELL: I'm sorry, go ahead.  
 10 A. Matt then gave me a copy of this procurement  
 11 ITN agreement from Palm Bay. And I read it and I went  
 12 you're joking. And he said what you mean. I said this  
 13 has got all about their -- it's their mission statement  
 14 on environmental over the next five years, what they're  
 15 going to do. I said I don't even know what's in Brevard,  
 16 I don't even know what the clerk of the court is going to  
 17 do. This is no good to me, I can't write this. He said,  
 18 well, just put in the spacey bits that you need to put in  
 19 to make sure that you're going to win it and we'll do the  
 20 rest.  
 21 Q. The bits to make sure that you're going to win  
 22 it?  
 23 A. Yeah. So we wrote the technical part.  
 24 Blueware wrote the technical part of the ITN.  
 25 (Plaintiff's Exhibit No. 11 was Marked for

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1 Identification.)  
 2 BY MR. RUSSELL:  
 3 Q. Okay. And I'll get to the ITN itself here  
 4 shortly, but let me show you an e-mail chain between  
 5 Victor Lee, Sean Campbell, Matt Dupree and then Rose Harr  
 6 and GW Pomichter. Who is GW Pomichter?  
 7 A. He's Matt Dupree's bitch. Basically he's got  
 8 no money, he lives with his wife and his girlfriend, in  
 9 the same house.  
 10 Q. Really.  
 11 A. And he gets 50 bucks here, 50 bucks there, 200  
 12 bucks here for writing disparaging letters or any bits.  
 13 He's a bit of a journalist, he went to journalist school.  
 14 A weasel.  
 15 Q. All right. Well, what's going on in this  
 16 e-mail chain that we're looking at here? Is this related  
 17 to the discussions that you were describing with Victor  
 18 Lee?  
 19 A. Yeah.  
 20 Q. Okay. So what's going on at this point?  
 21 A. So basically the financials are sorted, the  
 22 150,000s are in for everybody wants it, the 8.5 has been  
 23 settled.  
 24 Q. Okay. When you say the 150,000s are in, are  
 25 you talking about end of the contract price for the

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1 scanning contract?  
 2 A. Yeah, it's the contract price for the scanning.  
 3 Everything is there. The contract has been written, the  
 4 scanning contract has been written.  
 5 Q. Okay.  
 6 A. It's there. So now what they needed to do was  
 7 turn the scanning contract into procurement. So they  
 8 sent a copy over, I just looked at it and said we -- we  
 9 can't do this, this isn't what we do, you know.  
 10 Matt Raab looked at it, he's my technical guy,  
 11 and shied away from it instantly, said I don't want to do  
 12 it. So I sent it back to Pomichter and to Matt, I said,  
 13 Matt, this isn't going to work. He said don't worry  
 14 about it, Sir Garrett will write all the bump. Matt just  
 15 come up with enough technical feed, speed, digital pen,  
 16 scenarios to make sure that nobody else can win it.  
 17 Q. Okay. So to make the ITN custom made so that  
 18 only Blueware had a chance of winning the contract?  
 19 A. Yep. So Blueware put it together, wrote it,  
 20 Pomichter put the details inside it, sent it back to  
 21 Blueware, Deena put the finishing touches to it and sent  
 22 it to McDaniel or whoever.  
 23 Q. Sean McDaniel?  
 24 A. No, Mike.  
 25 Q. I'm sorry, Mike McDaniel?

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1 A. Mike McDaniel.  
 2 Q. In the clerk's office?  
 3 A. Yes. Via Dupree. Dupree had a copy as well.  
 4 And whether -- Needelman didn't get a direct copy, but  
 5 Dupree got a copy and McDaniel got a copy of our  
 6 response. No, not the response, our version of the ITN.  
 7 This was before the response, so we wrote it.  
 8 Q. Yeah.  
 9 A. So then it came out on the Activa website.  
 10 (Plaintiff's Exhibit No. 12 was Marked for  
 11 Identification.)  
 12 BY MR. RUSSELL:  
 13 Q. Hold on. Before we get to there, and I  
 14 definitely want to ask you about that, but let me show  
 15 you what we've marked as Exhibit 12 for identification,  
 16 which is also an e-mail but it goes into a little more  
 17 detail about the purpose of the ITN. Do you recognize  
 18 that document?  
 19 A. Yeah.  
 20 Q. Okay. What was that?  
 21 A. So going back to what I explained before. We  
 22 got the ITN.  
 23 Q. The sample one --  
 24 A. Just like the Palm Bay one.  
 25 Q. -- from Victor Lee?

<p style="text-align: center;">Page 153</p> <p>1 A. And it didn't fit. So what -- I sent it back  2 to Dupree saying this isn't going to work. Rose got on  3 to my back and said write a technical paper with the  4 boxes that will make sure that we win. So I'm as  5 technical as -- I'm not technical at all. My technical  6 ability is parrot, I've learned it from the technical  7 guys within Blueware. So I wouldn't have the ability to  8 sit down and write this, but I would understand what was  9 in it and I would understand how to sell it.  10 So my technical, I'm not complete full  11 technically, but I couldn't write it. I wouldn't have --  12 I wouldn't understand feeds and speeds and stuff like  13 that. So Matt had a crack at writing it with Garrett and  14 this is what has come out of this. This is the technical  15 part of the ITN. It went to Garrett and then it was  16 inserted into the ITN document that was then released on  17 the Activa website to be answered.  18 Q. And in case we haven't clarified on the record,  19 ITN stands for invitation to negotiate; right?  20 A. Yeah.  21 Q. And is that a document that the clerk's office  22 published?  23 A. Yes.  24 Q. So that Blueware and other competing vendors  25 could ostensibly submit their proposals and bid for this</p>	<p style="text-align: center;">Page 155</p> <p>1 THE COURT REPORTER: And who?  2 THE WITNESS: Garrett Pomichter. He's on the  3 e-mail. He's on one of the e-mails.  4 BY MR. RUSSELL:  5 Q. He's on 11 or 12.  6 A. The top.  7 Q. Right there.  8 A. Pomichter.  9 Q. Back to the invitation to negotiate. Did you  10 play any role in the drafting of this -- other than what  11 you've already described?  12 A. No.  13 Q. I understand you didn't do the technical part  14 or whatever.  15 A. No.  16 Q. Did --  17 A. Well, actually I instructed Matt Raab to write  18 it.  19 Q. Okay.  20 A. So it depends what -- on how granular you want  21 to get. At the C-level I was getting some kickback  22 because they didn't understand and didn't want to write  23 it, so I did have to lean on him a little bit to write  24 it. So there would be an argument I was very aware of  25 what was going on.</p>
<p style="text-align: center;">Page 154</p> <p>1 contract?  2 A. Yes. So basically what happens usually there's  3 a response time of 30 days. This one was 36 hours.  4 Right.  5 Q. Did that benefit Blueware?  6 A. Oh, absolutely because we had all the  7 information and we were the people who had been in there.  8 And basically it came out on the website on a Wednesday,  9 I think they needed to be in by the Monday or the Friday,  10 the Friday or the Monday of the next week, so two or  11 three business days.  12 Q. Let me show you before we get too far ahead.  13 That was 12.  14 (Plaintiff's Exhibit No. 13 was Marked for  15 Identification.)  16 BY MR. RUSSELL:  17 Q. Okay. I'm going to show you what we've marked  18 Exhibit 13 for identification and I'll ask you if that is  19 the ITN that was ultimately published by the clerk's  20 office?  21 A. Yeah, it looks like it.  22 Q. All right. And this document, and I understand  23 may have been amended or what have you, but this document  24 was essentially drafted by Blueware?  25 A. Yeah, and Garrett Pomichter.</p>	<p style="text-align: center;">Page 156</p> <p>1 Q. Sure. Okay. I think you mentioned something  2 about like including the digital pen function in the ITN  3 because Blueware would be the only vendor that would have  4 that?  5 A. Yeah, the feeds and speeds. And it was  6 deliberately vague about the amount of records that they  7 would need scanning, whether it was done internally,  8 externally. It was very, very difficult for somebody  9 from more than an arm's length away to be able to quote  10 this and respond in the same time.  11 Q. Was there discussion with Needelman or his  12 people to the effect that you wanted to be intentionally  13 vague so that no one else could?  14 A. We were instructed to be intentionally vague.  15 Q. By whom?  16 A. By Dupree and Needelman.  17 Q. Okay.  18 A. The thought was that nobody would respond in  19 such a short time, but they were mistaken.  20 Q. Okay.  21 A. So the way it worked was this came out,  22 Blueware immediately sent an e-mail saying basically  23 registering their interest, their intent to bid. Deena  24 sent that the next day within 24 hours of it coming out.  25 Q. Uh-huh.</p>

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<p style="text-align: right;">Page 157</p> <p>1 A. And then Blueware, to answer the question, 2 answered the questions that they put in there in the 3 first place. The thing that rocked everybody was that I 4 think two of the -- or I know two of the -- at least two 5 other vendors responded. 6 Q. It was McDaniel posted the ITN on line? 7 A. Yes. 8 Q. Right. Okay. Go ahead. 9 A. So then what happened was the vendors started 10 coming back with questions. Because the ITN was so 11 vague, they started coming back with questions. Being 12 that nobody in the clerk's office had written it, so they 13 didn't understand it, so they couldn't answer the 14 questions. So they sent an e-mail to Rose, McDaniel did, 15 saying can you clarify and answer these questions for me. 16 Rose put the e-mail on my desk with please call Mike and 17 answer. 18 Q. And did you do that? 19 A. Yeah, I called him back. And basically, you 20 know, it didn't verify whether the scanning would be done 21 in house or out house was one of the questions, how many 22 documents are there, can we use subcontractors. There 23 was a number of questions that came back in that we 24 answered. 25 Q. And when McDaniel would send you vendor</p>	<p style="text-align: right;">Page 159</p> <p>1 there any significant amendments or modifications to it 2 by the clerk's office or did they basically adopt it 3 wholesale? 4 A. Yeah, they adopted it wholesale. 5 Q. Did you ever have any conversation with Mitch 6 Needelman as to why he wanted to use this ITN process 7 rather than sole sourcing it to BlueGem or Blueware? 8 A. He said the political fallout was too great 9 with the election coming that he wanted it to appear to 10 be -- appear to be fair. 11 Q. To look like a fair process? 12 A. Yeah. 13 Q. In awarding the contract? 14 A. Yeah. 15 Q. But did he guarantee Blueware? 16 A. Oh, yeah, we knew we had won the contract. So 17 what happened was we sent our answers in, surprisingly we 18 scored the highest. 19 Q. Surprisingly? 20 A. Yeah, we scored the highest. So then they got 21 us into -- 22 Q. Before you go past that, let me show you the 23 scoring sheets and see if you recognize these. 24 (Plaintiff's Exhibit No. 14 was Marked for 25 Identification.)</p>
<p style="text-align: right;">Page 158</p> <p>1 questions, forward you vendor questions, did he use his 2 personal e-mail or did he use his clerk's office e-mail? 3 A. He used his personal e-mail to Rose because he 4 sent them to Rose and then Rose put them on my desk and I 5 answered them by phone. Because I didn't use e-mail, 6 very rarely. And we were particularly vague in our 7 answers that we sent back like yes, no. 8 Q. All right. Presumably your responses to the 9 vendor questions were not designed to actually assist the 10 vendors? 11 A. No. 12 Q. Okay. 13 A. They weren't lies, they just were vague. 14 Q. Am I correct in assuming that Blueware would 15 send the responses to McDaniel and then McDaniel would 16 communicate with the vendors? 17 A. Yes. 18 Q. Okay. Do you know whether Needelman was aware 19 this was going on? 20 A. Yes. We were having meetings every Monday with 21 him by this point. 22 Q. Okay. Was Rose also aware, Rose Harr? 23 A. The e-mails were going to Rose, she was putting 24 them on my desk saying please answer. 25 Q. After Blueware essentially wrote the ITN, were</p>	<p style="text-align: right;">Page 160</p> <p>1 BY MR. RUSSELL: 2 Q. Mr. Geaney, I'm showing you what appears to be 3 vendor scoring sheets associated with this ITN and ask 4 you if you've seen those before? 5 A. No. 6 Q. Okay. Are you aware that they existed? 7 A. I've seen these. I saw these. 8 Q. You mean everything after page one? 9 A. Yeah. I've not read them, but I saw them in 10 front of the individuals when we were at meetings. 11 Q. Okay. Were you present when the scoring team 12 met? 13 A. No. 14 Q. Okay. So it wasn't done in front of you. 15 A. No. 16 Q. Okay. Did Mitch Needelman or Matt Dupree ever 17 talk to you about the use of these scoring sheets? 18 A. Yes. 19 Q. Or the process? 20 A. Yeah. 21 Q. What did they say? 22 A. Some of the team, some of the team weren't 23 aware that the -- that Blueware had written the ITN, but 24 it didn't make any difference because we were so out far 25 in front with the answers we gave being correct. So I</p>

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<p style="text-align: center;">Page 161</p> <p>1 just want to work out who they are.</p> <p>2 Q. Well, you have Mike, Mark, Mitch and Merrily</p> <p>3 and I was actually going to ask you.</p> <p>4 A. Merrily like wasn't aware.</p> <p>5 Q. Okay.</p> <p>6 A. And neither was Mark Gager.</p> <p>7 Q. Okay. Mark Gager, that's the Mark?</p> <p>8 A. Yeah. Mark Gager and Merrily weren't aware.</p> <p>9 Q. And presumably this Mitch is Mitch Needelman,</p> <p>10 right?</p> <p>11 A. Yeah.</p> <p>12 Q. Who is the Mike?</p> <p>13 A. Mike McDaniel.</p> <p>14 Q. McDaniel. Okay. I just wanted to make sure.</p> <p>15 If you look at page two or any page thereafter, I wanted</p> <p>16 to ask you a little bit about categories and to what</p> <p>17 extent these may have been discussed with you.</p> <p>18 Like the first category, the three vendors were</p> <p>19 rated on is lump sum. Do you know what that means?</p> <p>20 A. It was the way that the contract was together</p> <p>21 and how they were going to finance it.</p> <p>22 Q. Okay. Did your scanning contract, was it a</p> <p>23 lump sum contract?</p> <p>24 A. No, it was -- an initial payment -- initially</p> <p>25 it was 325,000 and then 60 payments for difference.</p>	<p style="text-align: center;">Page 163</p> <p>1 were made accountable. So there were 24 milestones in</p> <p>2 the initial contract, all right. So they were things</p> <p>3 like scanning clear Viera by a certain date, certain</p> <p>4 percentage of racking, certain percent of destruction,</p> <p>5 scanners up and operational, collection from Viera.</p> <p>6 There were a number of milestones that I got in the</p> <p>7 initial very, very first contract.</p> <p>8 So it doesn't surprise me that we scored higher</p> <p>9 if you want to talk about the real contract. Because my</p> <p>10 version of the contract is a contract that was signed on</p> <p>11 the 23rd of May, not the one signed on the 29th of June.</p> <p>12 Because I was there when the one was signed on the 23rd</p> <p>13 of May.</p> <p>14 Q. The scanning contract?</p> <p>15 A. Yeah. Wednesday about 1:00.</p> <p>16 Q. Okay. And what happened to that contract?</p> <p>17 A. I have absolutely no idea.</p> <p>18 Q. But then there was a second scanning contract</p> <p>19 signed on the following month?</p> <p>20 A. Well, they got rid of me the next week. So I</p> <p>21 put a records request straight in for it because I wanted</p> <p>22 to see because I was owed on it. And they said it hadn't</p> <p>23 been issued. So I started getting really nasty with them</p> <p>24 saying, and I think you got records of this, Kelly was</p> <p>25 being very aggressive saying we want to see all the</p>
<p style="text-align: center;">Page 162</p> <p>1 Q. Okay. So and they had already told you, as I</p> <p>2 understand it, that they couldn't do a lump sum payment</p> <p>3 to anybody because they couldn't borrow money; right?</p> <p>4 A. No, they had to -- they said to me that they</p> <p>5 had a fixed budget of between 12 and 13 million a year</p> <p>6 and that would probably go down because the state were</p> <p>7 looking to cut a million dollars off each of the clerk or</p> <p>8 pro rata depending on size and they weren't in a position</p> <p>9 to raise any other money because they couldn't do that.</p> <p>10 Q. So do you -- does it make any sense at all to</p> <p>11 you why BlueGem received a score of four and the other</p> <p>12 two vendors received a score of three on the lump sum</p> <p>13 category?</p> <p>14 A. Well, I've not seen the other proposals, but my</p> <p>15 guess is they probably wanted it over two years or they</p> <p>16 wanted more of a lump sum up front. I don't know.</p> <p>17 Q. I see. And then the second category is payment</p> <p>18 plan, which I guess is the inverse of lump sum. So if</p> <p>19 you win the first category, you win the second one too?</p> <p>20 A. And the second one, yeah.</p> <p>21 Q. Okay. The next one is timeline for</p> <p>22 performance.</p> <p>23 A. This is really interesting because in the</p> <p>24 initial contract -- in the initial contract I said to</p> <p>25 them you're not going to get this through unless Blueware</p>	<p style="text-align: center;">Page 164</p> <p>1 contracts and stuff like that. And they said that it</p> <p>2 hadn't been done, but they were paid 525,000 on the 23rd.</p> <p>3 So it doesn't surprise me that they scored high there.</p> <p>4 Digital pen was a no-brainer, that was always</p> <p>5 going to score four against not available because we know</p> <p>6 nobody has that technology.</p> <p>7 Q. What's this performance location?</p> <p>8 A. Because we didn't define whether -- in the ITN</p> <p>9 whether we would do it internally and externally, we gave</p> <p>10 two scenarios. So we would say we'd do it wherever you</p> <p>11 want us to do it, we'll do it internally or we'll do it</p> <p>12 externally. So we were going to score five. They were</p> <p>13 going to try to take their records away by lorryload and</p> <p>14 bring them back a week later for destruction. Because we</p> <p>15 don't indicate how we were going to do the scanning, how</p> <p>16 we were going to do it. But we said we would do it</p> <p>17 wherever you want.</p> <p>18 Q. Do you know what turnaround time analysis is?</p> <p>19 A. Turnaround time analysis. So if you -- if you</p> <p>20 decide that the contract is going to be done externally</p> <p>21 and you're going to take it off site. In a hospital, you</p> <p>22 may need somebody that's not been into the hospital for</p> <p>23 five years and their record might be in deep storage. So</p> <p>24 we do a thing called scan on demand. So basically the</p> <p>25 night porter can go down to the lock up in the bottom of</p>

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<p style="text-align: center;">Page 165</p> <p>1 the hospital, pull the file that's needed, put it through</p> <p>2 a hand scanner and get it up in front of the doctor</p> <p>3 pretty quick.</p> <p>4 Same principal for the clerk. We were saying</p> <p>5 we would have somebody that would, even if we did take</p> <p>6 them off site, we have to pull that file and scan it on</p> <p>7 demand and get it back to them within a set period,</p> <p>8 whether that be 24 hours, four hours, 12 hours. In a</p> <p>9 hospital, it's usually four. So we were saying we could</p> <p>10 do it straight away.</p> <p>11 Q. And BlueGem didn't even have any scanning</p> <p>12 equipment at this time; right?</p> <p>13 A. No.</p> <p>14 Q. What about this FNTI company, do you know</p> <p>15 anything about them?</p> <p>16 A. No.</p> <p>17 Q. One of the competing vendors. What about</p> <p>18 AMCAD?</p> <p>19 A. One is from Florida, one is from -- actually I</p> <p>20 do. One is from -- I think one is from Minnesota or</p> <p>21 somewhere like that. I did some research on them</p> <p>22 afterwards.</p> <p>23 Q. Were these companies that were actually engaged</p> <p>24 in scanning business?</p> <p>25 A. Oh, yeah, yeah.</p>	<p style="text-align: center;">Page 167</p> <p>1 A. No.</p> <p>2 BY MR. RUSSELL:</p> <p>3 Q. Doesn't surprise you?</p> <p>4 A. No.</p> <p>5 Q. In this circumstance?</p> <p>6 A. Any other contracts, yes, this one, no.</p> <p>7 Q. Right. Were you aware of the fact that</p> <p>8 BlueGem's bid was --</p> <p>9 A. Six million dollars more than anybody else's,</p> <p>10 yes.</p> <p>11 Q. Was that discussed among BlueGem people and</p> <p>12 Rose Harr?</p> <p>13 A. Oh, yeah, and the Clerk of Courts.</p> <p>14 Q. Okay. And describe that discussion.</p> <p>15 MR. BERNBAUM: Object to the form.</p> <p>16 BY MR. RUSSELL:</p> <p>17 Q. Who said -- well, let me ask you this. What</p> <p>18 did Rose Harr have to say about the fact that your</p> <p>19 contract was six million dollars higher than the next</p> <p>20 guy?</p> <p>21 MR. BERNBAUM: Same objection, form.</p> <p>22 A. Look, we knew that we had to be set up from</p> <p>23 scratch. We also knew, right, that these guys were, in</p> <p>24 my words, pissing in the wind with the price, all right.</p> <p>25 They didn't know how many documents were there, they</p>
<p style="text-align: center;">Page 166</p> <p>1 Q. They were going concerns?</p> <p>2 A. Yeah.</p> <p>3 Q. So would it be accurate to say that these</p> <p>4 companies could have undertaken this project without</p> <p>5 having to start fresh like BlueGem with personnel,</p> <p>6 equipment, real estate?</p> <p>7 MR. BERNBAUM: He's pointing because he's knows</p> <p>8 I'm going to object, but you can finish.</p> <p>9 A. What I was going to say to you --</p> <p>10 MR. BERNBAUM: And you're right. Let me object</p> <p>11 to the form, I don't know how somebody researches</p> <p>12 two other companies on the internet possibly.</p> <p>13 A. No. Basically what I'm -- I'm going to tell</p> <p>14 you about my knowledge is they had the ability to do it.</p> <p>15 What capacity they were running at, I have absolutely no</p> <p>16 idea. And whether they scanned multiple Florida court</p> <p>17 notes, I have no idea. They did have by their website</p> <p>18 the ability to scan, whether they had the capacity would</p> <p>19 be an unfair answer for me to give an answer.</p> <p>20 BY MR. RUSSELL:</p> <p>21 Q. Okay. No problem. Did it surprise you at all</p> <p>22 that one of the criteria to be considered by the clerk's</p> <p>23 office in awarding a multi million dollar contract was</p> <p>24 not price?</p> <p>25 MR. BERNBAUM: Object to the form.</p>	<p style="text-align: center;">Page 168</p> <p>1 didn't know what condition they were in, they didn't know</p> <p>2 how easy their access was, they didn't know what the</p> <p>3 retention level was, they didn't know how many were to be</p> <p>4 destroyed. They put a pitch in as a low ball reasonable</p> <p>5 bid to get them to the table and it never got on there.</p> <p>6 So that is the, you know, if you want -- if you</p> <p>7 want to talk about hard business, that's what Blueware,</p> <p>8 that's what myself and Matt and the people in Blueware</p> <p>9 would have done if we'd be on the other side. We would</p> <p>10 have low bid, gone back in and done it under change</p> <p>11 control once we found the scope. We had no scope to</p> <p>12 work -- there was no scope to work to on the other two</p> <p>13 parties. So they were never going to be, you know, they</p> <p>14 were, you know, they were trying to pin a tail on a</p> <p>15 donkey blindfolded.</p> <p>16 Q. Right. Did you have a meeting in the middle of</p> <p>17 May 2012 with Mitch Needelman, Rose Harr and Sean</p> <p>18 Campbell to discuss services to be provided under the</p> <p>19 scanning contract?</p> <p>20 A. As part of the negotiation process, they went</p> <p>21 through this formality meeting before Longacre and Gager,</p> <p>22 because they weren't aware of what was going on at that</p> <p>23 time, to talk to the vendors that they found selected.</p> <p>24 So they met us in person because were down the road and I</p> <p>25 think they spoke to the others on the phone, or they were</p>

<p style="text-align: right;">Page 169</p> <p>1 going to speak to them on the phone, whether that</p> <p>2 actually happened, I don't know.</p> <p>3 So they got us in and they asked us all these</p> <p>4 questions. This is where the milestones and everything</p> <p>5 came in. I said, you know, you need to get milestones in</p> <p>6 there. The poison pill was brought up at that point.</p> <p>7 Q. The poison pill?</p> <p>8 A. Yeah.</p> <p>9 Q. Which was?</p> <p>10 A. No matter whether we did the scanning or not</p> <p>11 and whether it was counseled or not, we got the full 8.4</p> <p>12 million.</p> <p>13 Q. Right. And that was put into the contract;</p> <p>14 right?</p> <p>15 A. Yeah.</p> <p>16 Q. Whether you performed at all, you got the</p> <p>17 entire?</p> <p>18 A. It was put in there because we knew as soon as</p> <p>19 Scott Ellis got in, he was going to cancel it and that</p> <p>20 was openly talked about. That's why it was put in there.</p> <p>21 Not about performance, not about anything else. It was</p> <p>22 put in there because we knew Scott Ellis would walk</p> <p>23 through the door, cancel it and reinstate the scanning</p> <p>24 people immediately.</p> <p>25 Q. And Mitch Needelman went along with the idea of</p>	<p style="text-align: right;">Page 171</p> <p>1 lack of a better word?</p> <p>2 A. That's the poison pill was the unbreakable</p> <p>3 part.</p> <p>4 Q. Oh, okay. Okay.</p> <p>5 A. And every contract is unbreakable because if</p> <p>6 you stop scanning, you don't get rid of the contract.</p> <p>7 Q. I mean unbreakable by the clerk's office so</p> <p>8 that when Scott Ellis comes into office, he wouldn't be</p> <p>9 able to terminate the contract?</p> <p>10 A. That was enough of a contract, enough. He</p> <p>11 was -- if it had been legal, they would have been stuck</p> <p>12 between a rock and a hard place. Either let Blueware</p> <p>13 continue, all right, and let them scan or pay the 6.1</p> <p>14 million and then pay his own staff to come back and scan</p> <p>15 it back in. So that was the unbreakable part of the</p> <p>16 contract. The finances alone was enough to make it</p> <p>17 extremely difficult.</p> <p>18 Q. Did you ever have any discussions with other</p> <p>19 clerk's office employees regarding the ITN or the</p> <p>20 negotiation of the contract other than those we've</p> <p>21 already talked about?</p> <p>22 A. No. We were kept well away.</p> <p>23 Q. Okay.</p> <p>24 A. So we talked to McDaniel, Renee McGrory, Mitch</p> <p>25 Needelman, Sean Campbell, Mike McDaniel, Mark Cook about</p>
<p style="text-align: right;">Page 170</p> <p>1 the Clerk of Court paying out 8.4 million or whatever it</p> <p>2 was?</p> <p>3 A. It was he and Dupree's idea.</p> <p>4 Q. Regardless of whether Blueware ever scanned a</p> <p>5 single document?</p> <p>6 A. You got to remember by this point we were in</p> <p>7 Brevard, right, we're watching this election and we're</p> <p>8 watching this supposedly crazy guy called Scott Ellis</p> <p>9 putting up all these placards and all this stuff going on</p> <p>10 Facebook and the forums and the debates had started,</p> <p>11 right, and as a business you're sitting there thinking</p> <p>12 he's down on Blueware, he's down on Roseware, he hates</p> <p>13 Rose Harr, all right, what are the chances of him keeping</p> <p>14 this contract.</p> <p>15 So as a chief operating officer in my role I</p> <p>16 went to him and said answer these questions. Don't worry</p> <p>17 about it. What do you mean don't worry about it? We'll</p> <p>18 just pay you, we'll put a line in the contract that you</p> <p>19 get paid whether or not you are and complete the</p> <p>20 contract. So I said okay. That's all I wanted to know,</p> <p>21 what you want to do.</p> <p>22 Q. And that's from Mitch Needelman?</p> <p>23 A. Yeah.</p> <p>24 Q. Was there also any discussion of trying to</p> <p>25 write the contract so that it would be unbreakable for</p>	<p style="text-align: right;">Page 172</p> <p>1 what we were doing. And a lady called Carol and she was</p> <p>2 something to do with Viera.</p> <p>3 Q. First name Carol?</p> <p>4 A. Yeah.</p> <p>5 MR. BERNBAUM: Can we take a short break,</p> <p>6 restroom?</p> <p>7 MR. RUSSELL: Yeah, that sounds okay to me.</p> <p>8 THE VIDEOGRAPHER: Going off the record at</p> <p>9 2:20.</p> <p>10 (A break was taken.)</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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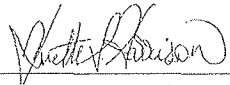


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CERTIFICATE OF REPORTER

I, Yvette S. Harrison, Registered Professional Reporter, do hereby certify that I was authorized to and did report the foregoing proceedings, and that pages 1 through 173 are a true and correct record of my stenographic notes.

Dated this 12th day of March 2014, at  
Melbourne, Brevard County, Florida.

  
 YVETTE S. HARRISON  
 REGISTERED PROFESSIONAL REPORTER  
 FLORIDA PROFESSIONAL REPORTER

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IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
IN AND FOR BREVARD COUNTY, FLORIDA

CASE NO. 05-2014-CA-33457

SCOTT ELLIS, in his official capacity as  
Brevard County Clerk of the Circuit Court,  
Plaintiff(s),

VOLUME II  
174-349

vs.  
BLUEGEM, LLC, a Florida limited liability  
company,

Defendant(s).

BLUEGEM, LLC, a Florida limited liability  
company,  
Counter-Plaintiff,

vs.  
SCOTT ELLIS, in his official capacity as  
Brevard County Clerk of the Circuit Court.  
Counter-Defendant.

VIDEO DEPOSITION OF  
NICK GEANEY  
Taken on Behalf of the Plaintiff

DATE TAKEN: March 3, 2014  
TIME: 9:39 a.m. - 6:26 p.m.  
PLACE: 1795 W. NASA Blvd.  
Melbourne, Florida  
Examination of the witness taken before:  
Yvette S. Harrison, RPR, FPR,  
Court Reporter  
and Notary Public, State of Florida at Large.  
King Reporting & Video Conference Center  
14 Suntree Place  
Viera, Florida 32940

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VIDEO DEPOSITION OF NICK GEANEY

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DEFENDANT'S EXHIBITS  
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<p style="text-align: center;">Page 177</p> <p>1 THE VIDEOGRAPHER: We're back on the record at 2 2:33. 3 BY MR. RUSSELL: 4 Q. Mr. Geaney, before we went off the record, you 5 were trying to remember the name of a woman who you had 6 also had some discussion with about the ITN or the 7 contract negotiation. You said her name was Carol. Was 8 her last name Rooksberry? 9 A. Yes. Tall, blond, worked in Viera downstairs 10 in the very end office, very end office at the back on 11 the right hand side as you looked in. She took us around 12 the file room a couple of times. Basically didn't have 13 good words to say about the scanning teams and the stuff 14 that were there at the time. She said it would be great 15 to get it outsourced, so she knew all about it. She was 16 the only person that I -- the only clerk employee that 17 ever mentioned it to me. 18 Q. Okay. 19 A. So she was forward knowing that it was 20 happening. I was a bit. 21 Q. Right. Earlier when you talked about the 22 sample ITN, I think you mentioned it coming from Palm 23 Bay. Is it possible it was Palm Beach rather than Palm 24 Bay? 25 A. Yeah, all the palms are the same, it could be</p>	<p style="text-align: center;">Page 179</p> <p>1 a parting of the ways. Rose and I had a massive fight. 2 Q. Over what? 3 A. Scanning contracts, her bringing her daughter 4 down with a big mouth, all right, openly talking about 5 the scanning contract. And it was getting to the point 6 that she thought Debbie Coldwell, Matt Dupree in her blog 7 last week she said she's got a BS man. 8 In Michigan she had three or four people around 9 that would say no to her. Deena, myself, Matt would 10 argue with her and say you can't do this, you can't do 11 that. And we used to have this saying if Rose asks you 12 to do something crazy, you'd wait about an hour and ask 13 her again. If she asks you to do something really crazy, 14 you'd wait a day and ask her and say you sure you want me 15 to do that, I've not had time to do it. And nine times 16 out of ten she would change her mind and do that. 17 Here when she got down to Melbourne, these 18 people were all on the make, you know. Blueware was the 19 honeypot. So they were agreeing with everything she was 20 saying. Rose was joining the yacht clubs, traveling 21 first class. She got the money and spent it before she 22 had it. 23 I said I wasn't happy with it, I wanted it 24 divorced from the rest of the business because it was 25 just going to get out of hand. So we come to an</p>
<p style="text-align: center;">Page 178</p> <p>1 one of the each or one of the other or both. 2 Q. Okay. Did Rose Harr ever discuss her intention 3 to use Blueware and Roseware and these dealings because 4 she wanted to shield -- I'm sorry, let me start that 5 question over. Did Rose Harr ever indicate to you that 6 she wanted to use BlueGem and Roseware in order to shield 7 Blueware in the event of any criminal charges or civil 8 litigation? 9 A. This was all to do with the EDC. 10 Q. It was all. Okay. 11 A. Reimbursements. 12 Q. Okay. 13 (Plaintiff's Exhibit No. 15 was Marked for 14 Identification.) 15 BY MR. RUSSELL: 16 Q. Okay. Mr. Geaney, I am now showing you a 17 composite exhibit that consist of a couple of invoices, 18 one in the amount of \$300,000, one in the amount of 19 \$210,000 and then a wire transfer form showing a \$500,000 20 wire transfer to BlueGem, LLC from the clerk. Do you 21 recognize these documents? 22 A. Yep. 23 Q. What are we looking at here? 24 A. So between the 15th of May when we had been 25 done selected and we were moving forward, Rose and I had</p>	<p style="text-align: center;">Page 180</p> <p>1 agreement I was going to set a separate organization up 2 called Blue 360 which was going to be myself where I 3 sold -- sold things on their behalf as an agent and I 4 negotiated contracts and did separate as a legal separate 5 entity altogether. Rose was stalling in my severance 6 package and the stuff around it, so she was paying me as 7 normal. So on the 20 -- 8 Q. Severance package? 9 A. I was going to have a severance package. 10 Q. For leaving Blueware? 11 A. For leaving Blueware and setting up this 12 organization on my own. So I was independent, I wasn't 13 having to listen to everybody else and I could do what I 14 wanted to do. 15 Rose was working on that slowly. I don't think 16 she was ever doing much about it really. I was pushing 17 Deena, the finance girl, to find out what she was doing 18 on it. And Deena asked me a few questions about 19 percentages and money, so there was something going on in 20 the background. So when I went to this meeting on the 21 23rd, Rose and my relationship was still up in the air. 22 Q. What meeting on the 23rd are you referring to? 23 A. Well, the first meeting, I had a precalendar 24 meeting with Mark McDaniel to meet at Manhattan Chase in 25 regards to the cost containment contract and where we</p>

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<p style="text-align: right;">Page 181</p> <p>1 were looking to replace Suntrust with Chase Manhattan.  2 We met them twice and this was their presentation to come  3 back to talk to us. Mitch came in and did his handshake,  4 hi, I am the chief, you know, the chief of Clerk of  5 Courts and left. We had got to the point that Mike  6 McDaniel was ready to move to Chase. Whether he did or  7 not, I don't know. It doesn't look like it because I can  8 see that they still had SunTrust later in the year.  9 After that meeting, we were supposed to talk  10 about the contract negotiations. Rose was really nervous  11 because she didn't know what I was going to do because I  12 can be quite a loose cannon when I want to be. And she  13 didn't know whether I was staying for the meeting or  14 going, so she phoned my wife and said is he at the Clerk  15 of the Court. And Kelly said I don't know where he is.  16 So then she phoned my dad in England, who was working for  17 Blueware, and she said do you know where Nick is this  18 morning. And he said no. My phone was on fire and I  19 just let it ring.  20 I was in meetings, so I could watch Rose was  21 phoning me continuously one after another. Basically  22 nobody had been paid on the 15th, she needed the \$25,000,  23 she didn't know what I was going to say at the meetings  24 in the morning thing. So we started the meeting, Chase  25 left at about 10:30, we started the meeting at 10:30,</p>	<p style="text-align: right;">Page 183</p> <p>1 contract. Mitch -- McDaniel took the contract out with  2 these two invoices and came back in and Mitch signed  3 them. And he said that, yeah, you can pay them.  4 Now Rose left and wanted the money the same  5 day, but Mitch said that Mike and Sean and Mark had to go  6 to lunch with him because something else was going on.  7 So the money didn't get transferred until 4:00 on the  8 Wednesday and it didn't arrive until about 11:15 it  9 showed in our account in Michigan on the Thursday.  10 But Longacre was talking about the milestones,  11 the poison pill on the 23rd. It was really funny because  12 at that point they had already got the response from the  13 attorneys on the contract and we'd only just given it to  14 them, so they got the contract before the contract I  15 took. So they got a legal consideration already by a  16 firm in Florida whether the contract was. I think there  17 was a few changes that needed to be put in there.  18 Q. Do you know who it was that reviewed the  19 contract?  20 A. Well, there were contracts started in -- from  21 January. So, you know, if that's the attorney, unless  22 you got -- I don't even know what contract they give  23 their opinion on.  24 Q. What do you mean the contracts started in  25 January?</p>
<p style="text-align: right;">Page 182</p> <p>1 quarter past 12 Rose just walks in with this Carol woman  2 unannounced, she just turns up at the meeting.  3 Q. Carol Rooksberry?  4 A. Yeah, she brought her from the front of Viera  5 into the conference around the back. You walk across the  6 file rooms and through the corridor and into this right  7 by the canteen, by the drinks machines. And Rose just  8 walked into the meeting at about 12:15.  9 Q. Who else was already present?  10 A. Merrily Longacre, Mike McDaniel, Mark Cook,  11 myself and Mike at the time and we were thrashing out the  12 last pieces of the contract.  13 She -- the first thing she did was give me  14 these invoices to say you need to get them signed. But  15 we hadn't finished. It was interesting because it was a  16 bit of strange day because Needelman came in and he  17 delivered the news to a lady called Debbie Puckett and  18 leaked it to Lori Rice that the scanning was going to go  19 outsource. So Debbie Puckett was upset that she had been  20 called into Viera, so they sent Longacre to go and deal  21 with Puckett for Cook to finish the contract.  22 The contract was finished, Rose said you going  23 to pay these. And I said, Mike, Rose wants me to ask  24 you, and she stood right next to me, if you'll pay these.  25 He said let me go and speak to Mitch. Rose signed the</p>	<p style="text-align: right;">Page 184</p> <p>1 A. Well, there was iteration starting from 380,000  2 to 1.8 million, proof of concepts, there was different  3 scanning with different things put in nearly every week.  4 So there was a number of -- there was a number of  5 contracts that they could have -- that they could have.  6 Q. Earlier drafts?  7 A. Yeah.  8 Q. Okay. And then you said Rose Harr signed a  9 scanning contract on May 25, 2012?  10 A. 23.  11 Q. I'm sorry. That is what you said. May 23rd of  12 2012?  13 A. Yeah.  14 Q. And at that time did Mitch Needelman also sign  15 the contract?  16 A. McDaniel took it out with these two invoices.  17 Q. Okay.  18 A. Brought the invoices back.  19 Q. Signed by?  20 A. Mitch Needelman. And I never saw anything else  21 again. And then that money was moved over. We left  22 there.  23 Q. When you say you didn't see anything else, you  24 mean you didn't see the contract come back signed?  25 A. No, didn't see the contract come back. Nobody</p>

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<p>1 came back. We were just left in the room and we left on</p> <p>2 our own. Mitch said that he had to go -- that Mike had</p> <p>3 to go to lunch with him and we saw ourselves out. And</p> <p>4 then Rose got me to phone about 2:00 and say -- to see if</p> <p>5 the money because she was desperate because nobody --</p> <p>6 everybody was a week -- it was a week late for salary,</p> <p>7 paychecks and Memorial weekend was the next weekend.</p> <p>8 Q. You say a week late for paychecks. Is that for</p> <p>9 BlueGem employees or Blueware employees?</p> <p>10 A. There was no BlueGem employees.</p> <p>11 Q. Okay.</p> <p>12 A. Only Blueware. \$75,000 about a payroll. So</p> <p>13 you add the American payroll which was paid on the 15th</p> <p>14 for the month and on the 30th of the month the American</p> <p>15 and the English payroll was paid. So we had one at about</p> <p>16 75 and one at about 100. So she had -- so out of this</p> <p>17 money she was waiting to back pay and people weren't</p> <p>18 going in to work in Michigan.</p> <p>19 Q. Okay.</p> <p>20 A. People were staying at home because they</p> <p>21 weren't being paid and it was getting a lot of -- there</p> <p>22 was a lot of stuff happening, people, you know. In</p> <p>23 Michigan people were waiting for gas, they couldn't get</p> <p>24 gas in their cars because it's long drives and. So --</p> <p>25 Q. When Mitch Needelman okayed these invoices for</p>	<p>1 thing at the forum that we weren't allowed to go to</p> <p>2 because we had to stay away from the forums on a Thursday</p> <p>3 night and I didn't see him again probably face to face --</p> <p>4 I didn't ever see him again.</p> <p>5 THE VIDEOGRAPHER: Two minutes.</p> <p>6 BY MR. RUSSELL:</p> <p>7 Q. Okay. This \$500,000, was that for the contract</p> <p>8 guarantee payment under the pricing schedule?</p> <p>9 A. What contract are you looking at?</p> <p>10 Q. I'm looking at --</p> <p>11 A. Which one?</p> <p>12 Q. June.</p> <p>13 A. I wouldn't know because it wasn't this contract</p> <p>14 that I saw.</p> <p>15 Q. Well, the contract that you saw, did it call</p> <p>16 for an initial \$500,000?</p> <p>17 A. No, 325,000 and 200,000 for the first month and</p> <p>18 the second month.</p> <p>19 Q. Okay. For the first month and the second</p> <p>20 month?</p> <p>21 A. Second month.</p> <p>22 Q. So you feel these invoices were made according</p> <p>23 to the terms of the contract that you saw that was signed</p> <p>24 in May?</p> <p>25 A. Yeah, these are deposits. These are -- this</p>
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<p>1 \$500,000, you had never even seen a signed contract at</p> <p>2 that point?</p> <p>3 A. No. Just Rose had signed it and it had gone</p> <p>4 off.</p> <p>5 Q. Okay. And --</p> <p>6 A. We were told it was signed, we were told it was</p> <p>7 signed.</p> <p>8 Q. Okay.</p> <p>9 A. And then what happened was McDaniel, we asked</p> <p>10 when the monthly payments would start. Matt Dupree</p> <p>11 phoned us back there and said McDaniel won't sign, he's</p> <p>12 throwing a fit because the contracts won't be uploaded on</p> <p>13 to some system and they wouldn't upload it. So he was</p> <p>14 unhappy but willing, because he had sent this already,</p> <p>15 because he thought the contract was going to go on to the</p> <p>16 system, he was unhappy that this had gone through, but he</p> <p>17 wasn't prepared to sign any monthly ones because it was</p> <p>18 illegal if he hadn't uploaded it on to the system or</p> <p>19 something. And they were trying to force him to do it.</p> <p>20 And at that point is when it went downhill for</p> <p>21 Mike. I very rarely saw him after that point. He had an</p> <p>22 outburst in the office one day when I was there,</p> <p>23 something do with his wife's assessment. I was in the</p> <p>24 office and he absolutely threw a fit and he was sent home</p> <p>25 in the middle of one of my meetings. And then he did the</p>	<p>1 invoice isn't right.</p> <p>2 Q. The one that says 210,000?</p> <p>3 A. Yeah.</p> <p>4 Q. What should it say?</p> <p>5 A. 200.</p> <p>6 Q. I was going to ask because the amount that was</p> <p>7 wired was 500,000 and that's \$10,000 short; right?</p> <p>8 A. Yeah. This initially said -- it said \$300,000</p> <p>9 for initial payment and that was to buy the scanning</p> <p>10 machines. And the second two are the month -- the first</p> <p>11 two monthly payments. So I'm not actually 100 percent</p> <p>12 sure now that they're the ones that I gave her.</p> <p>13 THE VIDEOGRAPHER: This is the end of media</p> <p>14 number three, we're going off the record at 2:49.</p> <p>15 (A break was taken.)</p> <p>16 THE VIDEOGRAPHER: We're back on the record at</p> <p>17 2:55, beginning of media number four.</p> <p>18 BY MR. RUSSELL:</p> <p>19 Q. Okay. Mr. Geaney, just before we went off the</p> <p>20 record to change a tape I think we were talking about the</p> <p>21 apparent \$10,000 disparity between the two invoices and</p> <p>22 the wire transfer amount in terms of Exhibit 15. There</p> <p>23 was some discussion earlier about \$10,000, something</p> <p>24 related to \$147 software program?</p> <p>25 A. Spyware.</p>

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1 Q. Spyware. Do you understand this \$10,000  
2 discrepancy to have anything to do with that?  
3 A. It may.  
4 Q. It may?  
5 A. It doesn't ring a bell.  
6 Q. You wouldn't know though personally?  
7 A. No.  
8 Q. All right. I wanted to ask briefly at this  
9 time in May of 2012, had Blueware yet been awarded any  
10 kind of incentive package through EDC or DEO?  
11 A. Yes.  
12 Q. Okay. You had. At what point in time was  
13 Blueware awarded the incentive package?  
14 A. A week before this.  
15 Q. Okay. And prior to Blueware being awarded the  
16 incentive package, did I understand you correctly that  
17 Mr. Greg Weiner was aware of the contract negotiations  
18 for the scanning contract?  
19 A. Yeah, he was just begging me not to sign it.  
20 Q. Okay. You had mentioned that originally --  
21 well, I shouldn't say originally, but at least as far  
22 back as of January of 2012 you had negotiations and draft  
23 contracts for scanning for the clerk's office. Is that  
24 correct?  
25 A. Yeah, there was scanning and there was

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1 proposals to take over their IT department.  
2 Q. Right. And can you give us -- I don't expect  
3 you to recall every detail or real specifics, but in a  
4 general sense can you tell us how the evolution of the  
5 scanning contract deal changed between January and June  
6 of 2012?  
7 A. It started -- the scope -- the scope changed in  
8 a number of ways. The scope initially was just scan  
9 them, so there would be no software, nothing, just get  
10 them scanned and destroyed and get out.  
11 Then once Blueware got into it realizing that  
12 they needed to keep two copies, one was attorney view and  
13 the other one was public view. So there would be -- have  
14 to be some -- it would have to be scanned and then  
15 redacted in a way that it left two, which it made the  
16 process a lot more difficult. This is why each time that  
17 we investigated it a little bit more, it became more  
18 complicated. That's where the risk factor grew.  
19 So then we decided to, hang on, maybe we should  
20 try this as a pilot where we take some of the older  
21 records and we just scan it as a pilot. They thought  
22 that was too risky in case it didn't work and get enough  
23 traction, so that one got thrown out. Then we looked at  
24 doing one for around two million because that's what  
25 Mitch said he had at that point.

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1 Once they started negotiations about getting a  
2 kickback and spreading it over five years or operating  
3 budget and changing it, the scope of the project changed  
4 dramatically. It changed from just the historical  
5 scanning in Titusville to taking over some scanning at  
6 Melbourne, Viera, Merritt Island, Titusville. I think  
7 there was six or seven locations to actually eventually  
8 doing away with all of the scanning that was done by the  
9 clerk and taking over from Blueware. So the scope grew  
10 dramatically very, very quickly. So there were  
11 iterations going on at that point.  
12 At the same time Blueware were being courted to  
13 take over the IT department as the Clerk of the Court at  
14 the time thought that's where most of his problems with  
15 unrest and what he called sabotage was happening within  
16 the IT department at the clerk's office. So he was  
17 extremely keen to get rid of some. There was a guy  
18 called Fred or -- a guy with a beard, a white beard, a  
19 guy with a white beard.  
20 MR. ELLIS: Ted?  
21 A. Ted. And then there was another guy, a young  
22 guy in the backup room who looked after the servers who  
23 wasn't very helpful. He wanted Cindy Rabe out the door  
24 immediately, that was who he wanted out. And then there  
25 was a couple of other guys. He liked two people in that

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1 whole environment, one of them was like a tech guy, and  
2 I'm not trying to be rude, but he come across as a little  
3 slow, but he was extremely bright. And he fixed the  
4 machines and did different things.  
5 And then there was another lady that was  
6 contracted with a ponytail who was on site with Needelman  
7 as well and he liked those two. The rest of the  
8 departments he wanted it gone. So that's where the IT  
9 audit came in first as an excuse to look for reasons to  
10 actually close and outsource that department.  
11 Q. Did he talk about closing or outsourcing other  
12 departments as well?  
13 A. HR. He absolutely hated the people in HR.  
14 Q. Okay. Any others?  
15 A. Not that I can remember. I don't think there's  
16 a lot left. Once you take the scanning out of the cause,  
17 unless he was going to outsource the judges, I don't  
18 think there was a lot left.  
19 (Plaintiff's Exhibit No. 16 was Marked for  
20 Identification.)  
21 BY MR. RUSSELL:  
22 Q. All right. Okay. Mr. Geaney, I'm going to  
23 show you now a document we've marked Exhibit 16 for  
24 identification which appears to be a scanning contract  
25 between the clerk's office and BlueGem dated June 29 I

<p style="text-align: center;">Page 193</p> <p>1 believe it is of 2012. Yes, June 29th. If you look on 2 page four, you'll see the signature and dates. 3 A. This is really interesting because this is 4 completely not in the format that Blueware would normally 5 want a contract. 6 Q. Well, my first question to you then is have you 7 ever seen this contract? 8 A. No. 9 Q. Okay. So this is -- does it differ 10 significantly from the scanning contract that you 11 provided to the clerk on May 23, approximately a month 12 earlier? 13 A. You have to give me a minute. Yep. It's a lot 14 more vague than the contract that was written on the 23rd 15 of May. 16 Q. Okay. And in what sense? I understand in a 17 general sense what vague means, but in what way do you 18 find it to be vague? 19 A. The milestones are missing, the assumptions 20 around time scales and things, the deliverables are not 21 there. 22 Q. So previously BlueGem had milestones that it 23 had to meet? 24 A. Yep. 25 Q. And what was the second item, I'm sorry, I know</p>	<p style="text-align: center;">Page 195</p> <p>1 was -- it was just initial payment and the first two 2 monthly payments of 100 grand. 3 What happened was we were supposed to get the 4 500,000 and \$100,000 a month for the rest of 2012. 5 McDaniel said he wouldn't do it. So they did it at 540 6 and that was just enough to keep Blueware afloat. And I 7 knew about that before I left that they were going to do 8 that. 9 And then what they did was they pushed the 10 40,000s into the second year and third and fourth year 11 and upped the monthly payments. I think it was 110 12 initially and 135 and 145,000 a month, but they've added 13 the 10,000s on to make the difference up that they lost 14 in the first period. 15 Q. Right. 16 A. And this schedule was all about, and this was 17 going back to something that was talked about from day 18 one, that the clerk couldn't borrow money and he could 19 only have that fixed income from 12 to 13 million dollars 20 a year and basically the first payment was he could 21 manage that with no staff going from within the court. 22 The second one was when we were working forward 23 and we were starting to get people in Debbie Puckett's 24 area gone, which was about 15 to 18 people. And then the 25 third year was when the Justine's people were gone.</p>
<p style="text-align: center;">Page 194</p> <p>1 you already said it? 2 A. I'm just going -- the deliverables are 3 different. 4 Q. Deliverables. 5 A. Statement of work is different. 6 Q. In what way is the statement of work different? 7 And are you talking about the services identified on the 8 schedule A? 9 A. Yeah. The way we delivered the time, the 10 project managers, the green light, red document, green 11 light and red light document were in there, but it's 12 missing pieces. It's just no where in depth, it's a lot 13 more vague. 14 Q. Do you happen to have a copy of the May 23 15 scanning contract possibly in your laptop at home? 16 A. Don't know. 17 Q. Don't know. Would you mind taking a look at 18 that for us? 19 A. No, I wouldn't mind. The payment schedule is 20 the same. 21 Q. Okay. 22 A. So going back to what I told you earlier, if 23 you look at -- if you look at the pricing schedule. 24 Q. Starting at page 21? 25 A. Yeah. The initial payment is different. It</p>	<p style="text-align: center;">Page 196</p> <p>1 Now I'm not saying that they were going to do 2 it in them chunks, but this was how it was worked out 3 initially. I think they got rid of some of Debbie's team 4 and tee peed -- tee peed some of them over to Blueware or 5 Debbie's team if they were willing to do that. And 6 Justine's team they just wanted gone. They didn't want 7 them tee peed, didn't want them near the clerk's office 8 at all. 9 So by year three, by year three they were 10 looking to have gotten rid of about 48 staff, which would 11 have justified the cost savings against contract. So 12 they were trying to make it like a -- I don't know what 13 we call it in England, basically trying to make it a 14 neutral contract where the savings were equivalent to 15 what the cost of the wages and the operations and doing 16 it internally. So in England we'd call it a neutral 17 contract where the cost saving and the expenditure, the 18 difference was minimal to the point that it was a neutral 19 contract. 20 Q. If you look over on the next page 22, it's 21 schedule C and it has separate pricing for digital pen 22 pilot project. Was that the same set up? 23 A. No, it was tied in. It was only going to be 24 40,000 in the initial contract. 25 Q. Okay. So in the May 23 contract, you didn't</p>

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<p>1 have this schedule C?</p> <p>2 A. No. This is how they've used -- this is how</p> <p>3 they've used to get that out, they're actually adding it</p> <p>4 to the contract.</p> <p>5 Q. To get what out?</p> <p>6 A. To get the money out in the first three months</p> <p>7 because McDaniel wouldn't sign the other 40 to make it.</p> <p>8 He would only sign 40, he wouldn't sign the 100. So</p> <p>9 they've separated the digital pen contract to make</p> <p>10 payments into November to do that.</p> <p>11 Q. So instead of 8.52, we're really at 8.67?</p> <p>12 A. Yeah.</p> <p>13 Q. Million; right?</p> <p>14 A. Yeah. So on the front page the statutes are</p> <p>15 declared here. The Florida statute 28.1221 and none of</p> <p>16 that was on the front page of the first contract.</p> <p>17 Q. Okay. So that differed from the May 23</p> <p>18 contract as well?</p> <p>19 A. Yeah, the type is different as well.</p> <p>20 Q. The font you mean?</p> <p>21 A. Yeah, the font is different, typeface is</p> <p>22 different. I don't remember the second page being in</p> <p>23 there at all. Or the third page. Fourth page is right</p> <p>24 and then it goes into the normal.</p> <p>25 Q. Standard terms and conditions?</p>	<p>1 wired to BlueGem. Did BlueGem immediately wire it over</p> <p>2 to Blueware?</p> <p>3 A. I don't know if they even bothered. I think</p> <p>4 they just paid.</p> <p>5 Q. Okay. From there. BlueGem paying Blueware</p> <p>6 employees' back salary?</p> <p>7 A. Yeah. So they paid -- they paid the 15th of</p> <p>8 May's salary, they paid the Memorial weekend salary,</p> <p>9 90,000 to Dupree, health care, attorney's fees because</p> <p>10 the Michigan attorneys were going to turn off, I think</p> <p>11 they were owed 92,000. She didn't pay any attorneys, be</p> <p>12 careful. So she paid a bit to them to keep them quiet</p> <p>13 because they were doing the Billingsley case and they</p> <p>14 were doing some of the work down here for the EDC.</p> <p>15 Cars, people's expenses. People were</p> <p>16 traveling, been traveling down to Florida into the UK,</p> <p>17 some of them were owed four, five, \$6,000 in expenses.</p> <p>18 And at the end of the 45 minutes, there was nothing left.</p> <p>19 Q. Okay. Did Needelman or Dupree tell you</p> <p>20 specifically what the 90,000 was going to be spent on</p> <p>21 other than?</p> <p>22 A. No.</p> <p>23 Q. Okay. You mentioned two Susan Smiths. Who are</p> <p>24 they again?</p> <p>25 A. The Susan Smith who is -- was the accounts</p>
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<p>1 A. Uh-huh.</p> <p>2 Q. And are those the same standard terms and</p> <p>3 conditions?</p> <p>4 A. And they changed them a little bit for Florida,</p> <p>5 but they've done that on previous contracts.</p> <p>6 Q. Okay. It seemed a little more comprehensive?</p> <p>7 A. Yeah.</p> <p>8 Q. Okay. Let's see.</p> <p>9 A. I would have to read it read it to really</p> <p>10 understand where it was different.</p> <p>11 Q. Okay. When this half a million dollars was</p> <p>12 wired to BlueGem, did BlueGem turn around and wire</p> <p>13 \$90,000 back to Matt Dupree?</p> <p>14 A. Yeah.</p> <p>15 Q. What was that for?</p> <p>16 A. Needelman.</p> <p>17 Q. Did Needelman ask for money for --</p> <p>18 A. Well --</p> <p>19 Q. -- campaign or for television commercials?</p> <p>20 A. Yeah. They were going to do a television</p> <p>21 commercial. Whether the whole 90 went to Needelman, I</p> <p>22 don't know. The 500 grand was spent in 45 minutes.</p> <p>23 Q. By Blueware?</p> <p>24 A. Yeah.</p> <p>25 Q. Okay. And let me clarify there. The money was</p>	<p>1 manager for Blueware in Michigan. Sue had been with</p> <p>2 Blueware since about 2005. She basically looked after</p> <p>3 all the accounts, salaries, payables, incomings,</p> <p>4 outgoings, invoicing, salary. And she also looked after</p> <p>5 the maintenance.</p> <p>6 And what I mean by that is when you signed on</p> <p>7 to Blueware proprietary software, each year you were</p> <p>8 paying for 24 by 7 support. And depending on the amount</p> <p>9 of users that you got or you paid for licenses depending</p> <p>10 on what your maintenance payments was yearly. Now most</p> <p>11 of them paid yearly. So Blueware peaked and troughed.</p> <p>12 So December, January was great and February wasn't bad.</p> <p>13 March, April, May were dire. They were where we had very</p> <p>14 little maintenance coming in. June wasn't bad. October</p> <p>15 was great. And November and December.</p> <p>16 CHS, Community House Systems, which is</p> <p>17 Blueware's biggest customer, paid on the quarter. So</p> <p>18 they would pay their maintenance I think was around 450,</p> <p>19 \$500,000 a year, so they would pay \$132,000 usually the</p> <p>20 end of December like for the first of January, April,</p> <p>21 July and October. So we had a stream of revenue coming</p> <p>22 in from that and Sue managed that.</p> <p>23 Q. Okay. That sounds like the Susan I'm talking</p> <p>24 about. Did she have skype discussions with people here</p> <p>25 in Florida while she was in Michigan?</p>

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1 A. Yeah. She spoke to Rose, that's how Rose did  
 2 the payment, told Sue what to pay.  
 3 Q. Did I understand you, there is some capability  
 4 of recording skype conversations?  
 5 A. What I mean by skype conversations, you're  
 6 talking -- I'm talking IM and she would save them.  
 7 Q. Okay.  
 8 A. So you could IM. Because Rose is -- Rose has  
 9 the ability to change her mind and say things that never  
 10 happened that did happen a lot, everybody kept record of  
 11 what Rose says because she changes her mind all the time  
 12 And especially in the delicate position that Sue was in  
 13 about paying people and not paying people. Rose gave  
 14 authority for everything.  
 15 Even in my position as CEO, I couldn't order  
 16 toilet paper. I didn't have the authority to pay  
 17 expenses, do anything. Everything was done by Rose. So  
 18 nobody had control of the checkbook, the credit card  
 19 except for Rose and her daughter. And Sue and Deena  
 20 would use Rose's Blueware credit cards to pay things like  
 21 American Express and stuff like that, but nobody else had  
 22 any authority to move, touch or do money or passwords or  
 23 anything.  
 24 Q. Is Sue Smith still employed by Blueware?  
 25 A. No.

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1 Q. What happened to her?  
 2 A. She's gone to work for a company called -- I  
 3 ain't going to tell you.  
 4 THE COURT REPORTER: What?  
 5 THE WITNESS: I'm not going to tell you.  
 6 BY MR. RUSSELL:  
 7 Q. It's not significant. Did she leave  
 8 voluntarily, on her own accord?  
 9 A. Yes.  
 10 (Plaintiff's Exhibit No. 17 was Marked for  
 11 Identification.)  
 12 BY MR. RUSSELL:  
 13 Q. Take a look at that. Do you think Ms. Smith  
 14 still has copies of those saved IMs?  
 15 A. How long is a piece of string? I have no idea.  
 16 What would happen is Blueware would download a disc, all  
 17 right. So as soon as somebody left, they would download  
 18 a disc with absolutely everything on it. Probably Sue  
 19 would, she probably still owns her skype address. So the  
 20 answer is it's probably yes.  
 21 Q. All right. I'm going to show you an e-mail and  
 22 an attached purchase order from Sue Smith to Richard  
 23 Sargent and ask you what you know about that, if  
 24 anything? Which we've marked as Exhibit 17 for  
 25 identification.

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1 A. That was the payment for the digital pen pilot.  
 2 Q. The digital pen pilot?  
 3 A. Yes.  
 4 Q. That's Blueware paying what company?  
 5 A. Digital -- Paper IQ, Digital IQ, it's the same  
 6 company.  
 7 Q. Okay. So that's the company? Was that the --  
 8 A. Yes.  
 9 Q. -- Swiss company you said?  
 10 A. No. They use their data. It's an English  
 11 company that used a Swiss technology called Anoto.  
 12 Q. Oh, I see.  
 13 A. This is what I know about this. This 40,000  
 14 Blueware had the money and they didn't pay Digital IQ for  
 15 a very, very, very long time. And he refused to come  
 16 back to Florida until she -- when he got paid.  
 17 Richard -- Richard Sargent was the contact, the company  
 18 is owned by a guy called Roger, Robert Bakewell.  
 19 Q. Okay. Back to the scanning contract, we've  
 20 talked some about the fact that BlueGem did not have the  
 21 capability to perform the contract when it signed it.  
 22 What efforts were made to your knowledge while  
 23 you were there to recruit staff, to purchase equipment,  
 24 et cetera in order to perform under the scanning  
 25 contract?

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1 MR. BERNBAUM: Object to the form.  
 2 A. Blueware were looking at -- I was really  
 3 surprised to see the scanners they initially bought.  
 4 When I was there, they were looking at a scanner company  
 5 from, and it's gone blank, and they're called IBM AI, IBM  
 6 AI. They're not anything to do with IBM and they're from  
 7 down south somewhere. And basically they use the flatbed  
 8 scanners that did the American Census, they used 90 of  
 9 them.  
 10 BY MR. RUSSELL:  
 11 Q. Flatbed scanners?  
 12 A. Yes. So basically they have the ability to  
 13 scan at speeds more than any conventional scanner. A  
 14 normal scanner rolls and it jams. So when you do a  
 15 scanner, it does that. These they just basically drop on  
 16 to a hopper, a suction pad holds them in place and they  
 17 just go down a conveyer belt, something like 450 sheets a  
 18 minute depending on the resolution that you want. So we  
 19 looked at those.  
 20 They knew it was something around the \$165,000  
 21 a year mark, I'm sorry, to purchase, plus maintenance,  
 22 plus ink, plus whatever was needed on there. And it was  
 23 needed -- thought that we need two, one for up and one  
 24 for down time. And then a couple other Kodak scanners  
 25 that the clerk used at Viera to do things that



<p style="text-align: right;">Page 205</p> <p>1 miscellaneous stuff that was needed to be pulled back</p> <p>2 very, very quickly.</p> <p>3 So we researched buying this IBM Al scanners.</p> <p>4 We had looked at the building at 405 New Haven as well as</p> <p>5 a couple of others and made an offer. And when I left,</p> <p>6 there had been a \$25,000 deposit paid by Rose on the</p> <p>7 building in New Haven, which I think I actually</p> <p>8 negotiated the land contract deal. And the money from</p> <p>9 this second and third payment was meant to pay this guy</p> <p>10 called Chuck Green.</p> <p>11 Q. You say this second and third payment?</p> <p>12 A. The one -- the 100,000 that McDaniel wouldn't</p> <p>13 signed, Rose had earmarked a proportion of that to go to</p> <p>14 pay for this building on New Haven.</p> <p>15 Q. Okay.</p> <p>16 A. Obviously that never happened and the deal</p> <p>17 never happened on New Haven.</p> <p>18 Q. How were the scanners going to be purchased</p> <p>19 since most --</p> <p>20 A. With this initial 500,000 to start with.</p> <p>21 Q. But that went to the employees because Rose --</p> <p>22 I'm sorry, Blueware was so behind on paying its</p> <p>23 employees?</p> <p>24 A. Yeah, yeah. And so we looked at -- we looked</p> <p>25 at the scanners and the options for doing that. We'd</p>	<p style="text-align: right;">Page 207</p> <p>1 was really timid. I worked with him for a week or two</p> <p>2 and he -- he was a yes man. That was never going to</p> <p>3 work. And really hadn't employed anybody else.</p> <p>4 About eight or ten people had decided they were</p> <p>5 going to move from Michigan, four of them were Indian</p> <p>6 guys that were developers that were writing the product</p> <p>7 and they hadn't relocated to Florida. One was named</p> <p>8 Abalash (phonetic), I don't know, Abalash. There was</p> <p>9 another one called Hemith (phonetic).</p> <p>10 Q. First name or last name?</p> <p>11 A. First name.</p> <p>12 Q. Both of those?</p> <p>13 A. Yeah. Hemith Reddy and it's spelled as you</p> <p>14 think it would be spelled. Abalash's wife, but she</p> <p>15 didn't have a Visa so they got rid of them once it</p> <p>16 started to get hot. And then there was another one,</p> <p>17 another guy.</p> <p>18 Q. Do you mean by things getting hot?</p> <p>19 A. Once it -- there was a -- people asking</p> <p>20 questions -- Abalash was asking questions about Visas and</p> <p>21 Blueware were looking to get Visas into the UK. England</p> <p>22 is a very difficult place to go and work as an alien, as</p> <p>23 a foreign alien.</p> <p>24 So basically what happens is if somebody in</p> <p>25 England can do the job of somebody that's traveling from</p>
<p style="text-align: right;">Page 206</p> <p>1 even been into the United Kingdom to see scanning</p> <p>2 operations from a company called EDM and they do</p> <p>3 something like half a million documents a day on three or</p> <p>4 four of these scanners. So a number of us had flown over</p> <p>5 there and looked at that.</p> <p>6 And where the challenge was was around actually</p> <p>7 taking the files apart and putting them in an order to be</p> <p>8 scanned, indexing it so they made sense to the clerk's</p> <p>9 office, you know. Because you don't want to be data</p> <p>10 bogged.</p> <p>11 If you're looking for a single sheet, say if</p> <p>12 you take this file when it's all in order, right, unless</p> <p>13 you index it in the right way, when you go to look at a</p> <p>14 screen, you don't even know what page you're looking at,</p> <p>15 you don't know what's in here until you actually go</p> <p>16 through every screen. So whether they put bar codes,</p> <p>17 separate the sheets, character recognition, different</p> <p>18 colors, you could use different color sheets that meant</p> <p>19 different things. We looked at that.</p> <p>20 She -- Rose had employed a CTO for down here,</p> <p>21 chief technology officer, a guy named Paul somebody and</p> <p>22 he only lasted a couple of weeks. Paul -- I don't know.</p> <p>23 Q. Was he local here?</p> <p>24 A. Yeah, he was. He was really a nice guy, but he</p> <p>25 wasn't going to last five minutes with Rose because he</p>	<p style="text-align: right;">Page 208</p> <p>1 a company abroad and it's more than six weeks in period</p> <p>2 of time that you're going to be in the country, that job</p> <p>3 should go to an English person.</p> <p>4 So Blueware at the time were fighting the</p> <p>5 British government from a Visa standpoint there and</p> <p>6 Abalash and his wife, I can't remember her name, was</p> <p>7 working for nothing and we were paying Abalash's rent in</p> <p>8 return for her, she wasn't getting a salary. So she</p> <p>9 wanted an A-1 Visa or -- I think it's A-1 Visa, she</p> <p>10 wanted an A-1 Visa, Blueware were going to sponsor it and</p> <p>11 pay for it and Rose changed her mind and it got all out</p> <p>12 of hand. So they were either fired or let go or whatever</p> <p>13 you want to happen there. And it left three of them.</p> <p>14 David moved under duress, he was Rose's son, he</p> <p>15 didn't really want to move, but Rose told him he was</p> <p>16 moving. And he moved with his friend called Eric Love.</p> <p>17 And that's -- and myself were the only people that</p> <p>18 actually moved out of the 44. Rose said on June the 15th</p> <p>19 at the grand opening that she did at Riverside that there</p> <p>20 were 41 more people moving. She only had about 12 left</p> <p>21 in Cadillac. So where the 41 were moving from, I had no</p> <p>22 idea.</p> <p>23 Q. During the time that you were here, did BlueGem</p> <p>24 come to own any scanning equipment?</p> <p>25 A. No.</p>

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<p style="text-align: center;">Page 209</p> <p>1 Q. Okay. Do you know anything at all about</p> <p>2 BlueGem bringing in a couple of desktop scanners down</p> <p>3 from Blueware's Michigan operations?</p> <p>4 A. Yeah, they were down before.</p> <p>5 Q. Okay. Is that the only scanning equipment</p> <p>6 you --</p> <p>7 A. I don't think they moved them from Michigan. I</p> <p>8 think that they came -- one came from Michigan, I think</p> <p>9 the other one came from Office Max.</p> <p>10 Q. Desktop though?</p> <p>11 A. Yeah.</p> <p>12 Q. You had said something earlier about BlueGem</p> <p>13 originally being a Michigan corporation, but then it</p> <p>14 became a Florida corporation and then back to Michigan.</p> <p>15 Do you know why that happened?</p> <p>16 MR. BERNBAUM: Object to the form.</p> <p>17 A. I thought you would. I sued Blueware as a</p> <p>18 Michigan corporation. They tried to defend it on a non</p> <p>19 forum for tort and lack of venue. Was I right?</p> <p>20 BY MR. RUSSELL:</p> <p>21 Q. I don't know what non forum for tort means.</p> <p>22 A. Some tort thing. I don't know.</p> <p>23 Q. Forum non convenience?</p> <p>24 A. Yeah. And then something tort. So what they</p> <p>25 did was -- and I sued them for a million bucks, 325,000</p>	<p style="text-align: center;">Page 211</p> <p>1 there was -- so she was claiming lack of venue. And it</p> <p>2 got into a massive legal battle because she hadn't --</p> <p>3 Q. Because you filed suit in Michigan?</p> <p>4 A. Yeah. And I filed suit in Michigan, so I moved</p> <p>5 back to Michigan, but I was only ever employed as a</p> <p>6 Michigan employee and I was under a work Visa that stated</p> <p>7 that I had to work for Blueware Michigan. So I could</p> <p>8 work in Florida, but I was part of the Michigan</p> <p>9 corporation which allowed me to file.</p> <p>10 Because she hadn't done the articles and had</p> <p>11 special meetings to dissolve the Blueware Michigan</p> <p>12 corporation, she wasn't allowed to do it. So she said it</p> <p>13 was a mistake and they reinstated the Michigan</p> <p>14 corporation and dissolved or I think dissolved the</p> <p>15 Florida one.</p> <p>16 And it got into a big legal wrangling. And it</p> <p>17 went on for quite a while. And it was myself and another</p> <p>18 lady called Cathy Billingsley that were giving her quite</p> <p>19 a beating over 12 months from a cost point of view.</p> <p>20 Q. Without getting too detailed in the arguments</p> <p>21 in that case, why did she owe you 325,000 in commissions?</p> <p>22 A. On sales I'd done over different things</p> <p>23 including this one.</p> <p>24 Q. So you -- did you have a written contract with</p> <p>25 Blueware?</p>
<p style="text-align: center;">Page 210</p> <p>1 she owed me, damages for when she said [REDACTED],</p> <p>2 and some other bits and pieces.</p> <p>3 Q. What was the 325 for? Let's go ahead and talk</p> <p>4 about your lawsuit.</p> <p>5 A. Commissions. Commissions. And the lawsuit</p> <p>6 basically said that -- and I filed under the</p> <p>7 Whistleblower Act and we were in negotiations of</p> <p>8 settlement for a number of weeks. Got to the week before</p> <p>9 the election, and I was in power before the election, as</p> <p>10 an individual I was in power because I was going to say</p> <p>11 unless you -- unless you pay me what you owe me, I'm just</p> <p>12 going to go public and tell them what they did.</p> <p>13 So, anyway, she called my bluff. On the</p> <p>14 Thursday she said to me, yeah, through our attorneys,</p> <p>15 yes, she would pay. On the Friday she changed her mind,</p> <p>16 it was for -- thought it was too late. So I sent a press</p> <p>17 release out saying that the contract was fraudulent and I</p> <p>18 was part of it and I knew. All right.</p> <p>19 Q. Where did the press release go?</p> <p>20 A. Florida Today, Brevard Times, anybody that</p> <p>21 would take it.</p> <p>22 Q. Okay.</p> <p>23 A. And the minute she did that, I filed under</p> <p>24 Whistleblower Act. And as I filed, she changed her</p> <p>25 corporation from Michigan to a Florida corporation. So</p>	<p style="text-align: center;">Page 212</p> <p>1 A. No.</p> <p>2 Q. Okay. But you had a contract that said when</p> <p>3 certain deals come to fruition that you're putting</p> <p>4 together, that you get a percentage?</p> <p>5 A. Yeah, it was mainly verbal.</p> <p>6 Q. Okay. So did you get a commission -- were you</p> <p>7 seeking commission on the scanning contract?</p> <p>8 A. Yeah, I signed it on the 23rd of May.</p> <p>9 Q. Okay.</p> <p>10 A. There's e-mails to that effect.</p> <p>11 Q. Okay. Is the lawsuit still going?</p> <p>12 A. No.</p> <p>13 Q. Between yourself? Okay. You settled?</p> <p>14 A. We settled under mediation in May of last year.</p> <p>15 Q. And are you allowed to disclose --</p> <p>16 A. No.</p> <p>17 Q. It's all confidential. We're okay, we don't</p> <p>18 need to go into that. So presumably this suit has been</p> <p>19 dismissed after the settlement; right?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. Is there any other litigation between</p> <p>22 yourself and Blueware or any of its affiliates?</p> <p>23 A. There will be tomorrow.</p> <p>24 Q. Oh, because of the breach of the settlement</p> <p>25 agreement you mentioned?</p>

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1 A. Yeah. She last week -- part of the settlement  
2 agreement she can't say things about me that are untrue  
3 or were part of the settlement, as part of the settlement  
4 agreement. She basically put on her blog last week that  
5 I reported it to the police and lied to the police about  
6 her and I embezzled thousands of dollars.

7 That has been proven to be not true both by the  
8 police and by the courts and accepted within the  
9 settlement agreement that that didn't actually happen and  
10 she put on her blog last week. So there will be legal  
11 action again. And I think there's an amount in the  
12 settlement that if either of us break it, that she --  
13 that we would be liable for.

14 Q. Okay.

15 A. To be quite honest with you, I was starting to  
16 feel quite sorry for her. And now she gets what she's  
17 got coming.

18 Q. Okay. You mentioned another lawsuit by Cathy  
19 Billingsley?

20 A. Yeah, that was negotiated at the same time.

21 Q. Who is that?

22 A. It was a CMO that had worked for Blueware. She  
23 had been enticed to work for Blueware.

24 Q. What's a CMO?

25 A. Chief marketing officer.

1 Rose Harr?

2 A. Yeah. Boston attorneys are suing on behalf of  
3 a company called J2.

4 Q. What is J2?

5 A. J2 did some outsourcing work, programmers I  
6 told you that we'd been out earlier to look for  
7 programmers to write version six, which is the Best Bond  
8 product. They worked alongside Blueware programmers for  
9 about three months. And Rose within that three months  
10 racked up about \$400,000 worth of programming time and  
11 money and hadn't got anything really to show for it.

12 Now there's an argument about the directive  
13 that was given. You know, Deena and I were really  
14 against it because it wasn't done on what I call -- what  
15 I would call a set scope, it was done on time and  
16 material.

17 On set scope you got a thing called set scope  
18 and you can control outside of the brackets how much  
19 money is spent. So you can say I want \$100,000 worth of  
20 programming and I want you to do this for it. The  
21 company can come back and say it's going to take an extra  
22 three or four weeks to do it, it's going to cost another  
23 20,000. I can either say, no, you told me it was going  
24 to cost 100 grand, or understand where they're coming  
25 from, and if I can changed the scope, we pay the 20,000.

1 Q. Okay.

2 A. She had worked for IBM for 20 years, she had  
3 put together or been part of the biggest software deal in  
4 history with AT&T. So she was quite a catch for us.  
5 Rose enticed her. What Cathy claimed was that she didn't  
6 tell her the truth about the revenues and the building  
7 and the revenues that the company were doing and all that  
8 sort of thing and she lasted nine days at Blueware.

9 Q. That was her term of employment was only nine  
10 days?

11 A. Yeah.

12 Q. Okay. And so what did she sue for?

13 A. She sued for a number of things. One of them  
14 was this false enticement to work, untruths suit thing.  
15 And then she sued for -- she moved to a house from St.  
16 Louis to Michigan and cost \$38,000 in stuff and a number  
17 of things she sued her for. And that was settled on the  
18 same day as mine.

19 Q. In the same mediation?

20 A. No. Well, same mediator, but she was -- I  
21 was -- she was done in -- she was the afternoon and  
22 Wednesday morning and I was done Wednesday afternoon. So  
23 she came up and did that.

24 Q. Are you -- I'm sorry, are you aware of any  
25 other lawsuits involving Blueware or its Baby Blues or

1 The deal was done on time and material, right.  
2 So these programmers could sit with their feet on the  
3 desk for three weeks in program one and nobody really  
4 knows what the scope is. So they work for three months,  
5 they got a bill for 120 -- first we got a bill for 37,000  
6 so they eased us in and that bill was paid, that invoice  
7 was paid. And then they were on 30 days. A second one  
8 came in for about 120 and Rose sat on it and wouldn't do  
9 it.

10 By the time that actually came in and got  
11 processed, they were into the second month. So there was  
12 another one for 130,000. And by the time it ended up  
13 being canceled, there was another one for about 100  
14 grand. So there was 400,000. We tried to get them to  
15 settle for 100, but Rose wouldn't pay it because she  
16 thought she was being ripped off because she hadn't  
17 gotten anything for it. But the argument was you get  
18 what you pay for.

19 So there's that lawsuit and that's under a  
20 Boston attorney. Deena and I sent them a \$10,000  
21 retainer for the initial. I don't know whether it's been  
22 paid or it's been since from there. And then any other  
23 stuff is the stuff I read in the press about the  
24 employees and you guys and HP.

25 Q. Right. Okay.

<p style="text-align: center;">Page 217</p> <p>1 (Plaintiff's Exhibit No. 18 was Marked for 2 Identification.) 3 BY MR. RUSSELL: 4 Q. Let me show you -- actually before I do, did 5 BlueGem ever have any other clients besides the Clerk of 6 Court that you're aware of? 7 A. Where? 8 Q. Here in Florida. 9 A. No. 10 Q. Did BlueGem have any other clients anywhere 11 since say 2010? 12 A. Blue who? 13 Q. I'm sorry, BlueGem. 14 A. BlueGem, no. 15 Q. I'm going to show you an e-mail now from Rose 16 Harr to Blueware team. Who is Blueware team? 17 A. Basically it was a section on Lotus notes that 18 allowed anybody in Blueware to e-mail all employees. 19 Q. Oh, this is all employees? 20 A. Yeah. 21 Q. It wasn't like an upper echelon team? 22 A. No. 23 Q. Okay. This e-mail dated March 27, 2012 we've 24 marked Exhibit 18 for identification attaches a number of 25 spreadsheets and various documents.</p>	<p style="text-align: center;">Page 219</p> <p>1 basically it's startup cost and the cost of the contracts 2 that were being -- that had been won or were about to be 3 won by Blueware and sitting them in their separate fields 4 by using what we would call a startup team. 5 So basically what it represents is Blueware 6 executives at a higher level like Rose, myself, and 7 somebody of Cathy Billingsley's scope as CEOs of the 8 mother ship and then in going to places like Harvard Law, 9 Harvard schools and looking at young CEOs, young 10 financial chief financial officers and marketing from 11 people like for sale in Orlando and setting them up and 12 maintaining the contracts and then paying a royalty back 13 to Blueware for doing a large amount of their marketing 14 and their administration, their wages, their salaries and 15 things like that. 16 So the first page that you turn over is the 17 operations and delivery by contract. So it's the 18 maintenance and support regeneration cost. So basically 19 that's Blueware's maintenance that they collect off the 20 software that they get for the health care. And 21 basically taking the streams out, cost of a young CEO, 22 young CEO, a young IT director, a young VP of finance, a 23 sales marketing manager and a general manager, the 24 equipment startup cost that would need for a little sale. 25 So basically you take these offices, have -- by</p>
<p style="text-align: center;">Page 218</p> <p>1 A. Can I go to the bathroom? Can I stop? 2 Q. Absolutely. 3 A. And I'm not jibbing, I just need to go to the 4 bathroom. 5 Q. Go ahead. 6 THE VIDEOGRAPHER: Going off the record at 7 3:36. 8 (A break was taken.) 9 THE VIDEOGRAPHER: We're back on the record at 10 3:44. 11 BY MR. RUSSELL: 12 Q. Mr. Geaney, just before we went off on that 13 break, I was showing you the March 27 e-mail from Rose 14 Harr to Blueware team, which we marked as Exhibit 18. Do 15 you recognize that document? 16 A. Yep. 17 Q. Okay. What are we looking at here? 18 A. Failure to explain. It's a document which 19 basically -- how will I explain this? Basically what 20 Rose was looking to do was to have Blueware as the mother 21 ship and have the Baby Blues around it looking after 22 certain segments of the market like health care, 23 government and cloud scanning, different -- different 24 scenarios. 25 So I came up with this. So what this is is</p>	<p style="text-align: center;">Page 220</p> <p>1 all effect have Blueware sat in the middle and have a 2 section, a part that ran Blueware Health with a younger 3 team in it and then one that ran the government in it. 4 So basically at any point if she wanted to get out of a 5 market or sell, she had it in diverse and separated 6 enough to be able to sell one of the Baby Blues off. 7 Q. Let me ask you about the first page after the 8 e-mail cover. If you look at the column on the left, the 9 last three entries are total cost? 10 A. Yeah. 11 Q. Contract value? 12 A. Yeah. 13 Q. And then Rose, Nick and Matt? 14 A. That's our commission. 15 Q. That's your commission? 16 A. Yeah. 17 Q. This is projected commission; right? 18 A. Yeah. 19 Q. Who is Matt? Dupree? 20 A. Yeah. 21 Q. Okay. So why would Nick -- I'm sorry, why 22 would Matt get a commission? 23 A. Because he brought the initial to us. He 24 brought the initial contract. He brought the initial 25 lead to us or he was working on it.</p>

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<p style="text-align: right;">Page 221</p> <p>1 Q. And this is based on a contract value of 2.7</p> <p>2 million; right?</p> <p>3 A. Yeah.</p> <p>4 Q. Okay. And then the next page it has the</p> <p>5 same -- that same column and three rows with total cost</p> <p>6 contract value and then Rose, Nick, and Matt and now</p> <p>7 we're looking at 7.5 million dollars in total cost.</p> <p>8 A. That was a scanning thing for -- that was the</p> <p>9 scanning contract for Brevard.</p> <p>10 Q. Okay. And then contract value of 7,449,000?</p> <p>11 A. Right. Which I told you earlier was before</p> <p>12 they had told me not to take the ten percent out.</p> <p>13 THE COURT REPORTER: Not to what?</p> <p>14 THE WITNESS: Take the ten percent out. You</p> <p>15 remember I said to you in a private place there</p> <p>16 would be a BAFO offer of 8.4 minus ten percent.</p> <p>17 BY MR. RUSSELL:</p> <p>18 Q. Yeah. And you have the Rose, Nick and Matt</p> <p>19 commissions?</p> <p>20 A. \$5,000 a month.</p> <p>21 Q. Commissions?</p> <p>22 A. For 60 months.</p> <p>23 Q. Okay. \$900,000?</p> <p>24 A. \$5,000 each a month for 60 months. Six percent</p> <p>25 is a normal software sales commission.</p>	<p style="text-align: right;">Page 223</p> <p>1 cost for an organization. So if you're at nearly break</p> <p>2 even with one contract, you have to -- as soon as you</p> <p>3 sign the next contract, your standing fees stay the same.</p> <p>4 You don't need another CEO. So basically this was to</p> <p>5 justify setting up the Baby Blues. So the one contract</p> <p>6 nearly gets you to break even. It's like the only</p> <p>7 outsourcing IT contract that Blueware were going to go</p> <p>8 for and go to win.</p> <p>9 Q. Do these -- okay. So you're reflecting</p> <p>10 overhead being?</p> <p>11 A. Yeah.</p> <p>12 Q. Part of the calculation?</p> <p>13 A. Yeah. If you got -- if you got -- if you got</p> <p>14 overhead as your calculation, if you look in there, if</p> <p>15 you look in there, you got in there young CEO, you got it</p> <p>16 on every page, right, so that's for the initial contract.</p> <p>17 By the time that you win your second contract within each</p> <p>18 of these brackets, you're standing cost stay the same and</p> <p>19 the profit moves forward.</p> <p>20 Extremely clever way of doing it. You work at</p> <p>21 that business, you sign three contracts, you trade for</p> <p>22 three years, right, then you can look at the business, go</p> <p>23 down on -- down on Bradstreet and say this has got three</p> <p>24 contracts, this is our standing cost and this is where</p> <p>25 we're working off, I would like to take out one of the</p>
<p style="text-align: right;">Page 222</p> <p>1 Q. So you --</p> <p>2 A. Six percent of 800,000 -- eight million</p> <p>3 dollars.</p> <p>4 Q. Okay. So you considered this to be closely</p> <p>5 analogous enough to software sales?</p> <p>6 A. Yeah.</p> <p>7 Q. To use that number. I'm assuming you never got</p> <p>8 your share of this commission?</p> <p>9 A. No. I just got the contract signed and they</p> <p>10 got the money.</p> <p>11 Q. Okay. And when I look at this third page, it</p> <p>12 shows total cost 3.9 million, contract value seven</p> <p>13 million and still the same commissions?</p> <p>14 A. Yeah, it was done at five grand a month over 60</p> <p>15 months.</p> <p>16 Q. Okay. Why is it that the total cost actually</p> <p>17 exceed the contract value on the second spreadsheet and</p> <p>18 they're barely more than half of the contract value on</p> <p>19 the third?</p> <p>20 A. In regards to -- go on, explain to me again.</p> <p>21 Q. If you look on the second page of the</p> <p>22 spreadsheet, this shows total cost of 7.5 million. And</p> <p>23 in contract value just less than 7.5 million. It's</p> <p>24 7,449,000.</p> <p>25 A. Right, okay. You remember these are start up</p>	<p style="text-align: right;">Page 224</p> <p>1 Baby Blues and sell it.</p> <p>2 So basically these were all of the Baby Blues</p> <p>3 assigned to different contracts which give them</p> <p>4 legitimacy like you asked me either, are they legitimate</p> <p>5 companies, this is what this was the aim to do.</p> <p>6 Perfectly legal way of doing it, looking at it and saying</p> <p>7 I want a young CEO, a young CFO, young marketing person,</p> <p>8 and four or five menials and some admin and some</p> <p>9 different things and this is what it would take to set it</p> <p>10 up.</p> <p>11 How would you justify that? By giving it the</p> <p>12 win of the initial contract, it gets you at break even,</p> <p>13 right. And now it's just below, but what we're saying is</p> <p>14 we're taking money and paying it to Blueware. In the</p> <p>15 first three years, we probably wouldn't have moved that</p> <p>16 money back into Blueware.</p> <p>17 So basically this was a sheet that allowed each</p> <p>18 of the markets to stand on their own. So if one failed,</p> <p>19 the rest were protected. Rather than set the whole lot</p> <p>20 under Blueware, health care went down, we got a massive</p> <p>21 lawsuit, yeah, and at the moment everything was sat under</p> <p>22 Blueware. This enabled us to manage the business, have</p> <p>23 some really talented people at the top of each of the</p> <p>24 industry streams and allowed us to -- to do that without</p> <p>25 any real set up cost because the contracts are paying for</p>

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<p style="text-align: right;">Page 225</p> <p>1 it.</p> <p>2 (Plaintiff's Exhibit No. 19 was Marked for</p> <p>3 Identification.)</p> <p>4 BY MR. RUSSELL:</p> <p>5 Q. Okay. All right.</p> <p>6 A. That's what I did at Blueware. That's</p> <p>7 basically what my job was, chief operations officer. So</p> <p>8 we limit the risk, so we take away the insurance risk of</p> <p>9 health because your getting sued in health care is awful.</p> <p>10 Taking the government, separating it out. Taking the</p> <p>11 English market, separating it out. And if one went, the</p> <p>12 rest were still sound. And you can project profit and</p> <p>13 loss and industry streams. Health care sits outside the</p> <p>14 economy.</p> <p>15 In recession, health care is still strong.</p> <p>16 Usually when the business comes out of -- when the</p> <p>17 country comes out of recession, health care weakens</p> <p>18 because it goes government has gotten more money so they</p> <p>19 spend it in -- in different ways. But when -- when the</p> <p>20 recessions come in, people bank on health care. So they</p> <p>21 go for health care over salary because they want to feel</p> <p>22 safe. So if you're offered 60,000 with health care or a</p> <p>23 100,000 without, most people take the 60 with. So they</p> <p>24 know they're going to be fine and they can live and they</p> <p>25 got that. So this was basically a projection to do that.</p>	<p style="text-align: right;">Page 227</p> <p>1 were just looking at. It's from Sue Smith to you and I'm</p> <p>2 marking it Plaintiff's Exhibit 19 for identification.</p> <p>3 And if you could take a look at the e-mail in the</p> <p>4 attached Excel spreadsheet and tell us what we're looking</p> <p>5 at on this one.</p> <p>6 A. Because I traveled a lot of the time, going</p> <p>7 back to when I first moved over to America, Rose was</p> <p>8 trying to manage cash and do everything together and we</p> <p>9 were laying off people, bringing back people and it got</p> <p>10 to the point that I wasn't from an environment where</p> <p>11 people were laid -- in England you can't just lay</p> <p>12 somebody off for a week. You pay them if you lay them</p> <p>13 off. You just can't do it.</p> <p>14 Here when they started laying people off and</p> <p>15 they weren't getting paid, I was like it's not the</p> <p>16 environment that I come from. And it's not an</p> <p>17 environment that I necessarily agree with.</p> <p>18 Q. When -- I'm sorry, when you say laid off for a</p> <p>19 week, you mean like they were furloughed but they</p> <p>20 weren't?</p> <p>21 A. Paid.</p> <p>22 Q. Employment wasn't terminated; right?</p> <p>23 A. Yeah, they were just laid off for a couple of</p> <p>24 weeks or ten days or five days or. And they weren't</p> <p>25 being paid.</p>
<p style="text-align: right;">Page 226</p> <p>1 And they were the commissions against each of the</p> <p>2 contracts.</p> <p>3 Bearing in mind at this point I wasn't going to</p> <p>4 be working for Blueware as a straight employee, I was</p> <p>5 going to be working on my own under Blue 360. And the</p> <p>6 reason -- that's half the reason I wasn't staying because</p> <p>7 175 grand would have been the brains behind the operation</p> <p>8 weren't cutting it anymore. And I wasn't being paid the</p> <p>9 commissions because Blueware never had any money because</p> <p>10 it was being spent as quick as it came in. So this was</p> <p>11 to do that. Rose actually liked it. We went out as a</p> <p>12 team.</p> <p>13 THE COURT REPORTER: I'm sorry?</p> <p>14 THE WITNESS: Rose liked it. It enabled some</p> <p>15 of the junior managers to step into some of them</p> <p>16 roles. It didn't mean straight away that we go and</p> <p>17 buy -- go and get a new IT director. Some of the</p> <p>18 kids that were coming up that had been trained in</p> <p>19 Michigan were more than capable of doing that role</p> <p>20 and some of them -- some of it would come from</p> <p>21 within inside and some of it would come from</p> <p>22 outside.</p> <p>23 BY MR. RUSSELL:</p> <p>24 Q. Okay. Let me show you an e-mail dated</p> <p>25 February 24 of 2012, so about a month prior to the one we</p>	<p style="text-align: right;">Page 228</p> <p>1 Q. I see.</p> <p>2 A. And that's not an environment that I was</p> <p>3 comfortable with. So I think the first thing that we</p> <p>4 needed to do before we looked at the state of the company</p> <p>5 was to look at getting it stable.</p> <p>6 So we come up with a thing called the cash</p> <p>7 crunch so I'd know exactly what cash I got in the bank on</p> <p>8 the Monday, the receivables that were due in for the</p> <p>9 week, expenditures, where the money was coming from,</p> <p>10 payrolls. And they were rough, round figures of what</p> <p>11 needed to be spent and bought on the day. And the e-mail</p> <p>12 refers to this.</p> <p>13 So basically we would sell CHS or any of our</p> <p>14 customers a scanner with maintenance, okay. And each</p> <p>15 year the company would or the hospital, the company would</p> <p>16 pay us for the maintenance on the scanner. And basically</p> <p>17 because we were in such a cash position, we didn't always</p> <p>18 buy the maintenance straight away. All right. So</p> <p>19 basically what we had to do was play a game where we</p> <p>20 couldn't let the maintenance go completely out of date</p> <p>21 because the reinstatement cost was more than the money</p> <p>22 that came in from there.</p> <p>23 So what Sue is saying in here is changing cash</p> <p>24 flow, we need to buy the scanner maintenance for Laredo.</p> <p>25 So one of two things, Laredo needed maintenance from the</p>

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<p style="text-align: right;">Page 229</p> <p>1 manufacturer or it was coming out of the maintenance, all 2 right. So that's what that e-mail says. Yeah. 3 So what you got then is Matt Dupree, lobbyist, 4 we were behind so he was due 5,000 on the second of the 5 third and he was due 5,000 on the 30th of the third. 6 Q. When you say the second of the third and 30th 7 of the third? 8 A. Third or second. 9 Q. You mean of March? 10 A. Yeah. 3/2, it's different here, isn't it? In 11 England we say 2, 4, 6, 8 is second to the fourth 9, 6, 12 8. And in America you go. 13 MR. ELLIS: Day, month, year. 14 THE WITNESS: Yeah. So he was owed that money. 15 Mantis was a PR firm in England that Rose has got a 16 contract for 10,000 a month. Credit card payments, 17 so basically Rose -- I needed to pay \$6,744 and one 18 of 31,000 on the American Express on the next day 19 and then 50,000 needed to come out for American 20 Express. American Express was running about 80 21 grand a month. 22 BY MR. RUSSELL: 23 Q. Where was most of that being spent on? 24 A. Day-to-day, Rose's travel, anybody's travel 25 that was booked for hotels, hired cars, pretty much the</p>	<p style="text-align: right;">Page 231</p> <p>1 about for the lawsuit in Boston from earlier. This 2 263,000 is the figure that I believe was changed on the 3 EDC thing. 4 Q. Don't write on that. I just realized you were 5 writing on the exhibit. 6 A. Oh, well. 7 Q. It's okay. So you're making -- 8 A. Yeah. 9 Q. You've made three check marks? 10 A. Yeah. 11 Q. Next to the three last entries you discussed. 12 A. So basically -- 13 MR. BERNBAUM: You want to mark Exhibit 20? 14 MR. RUSSELL: You have any problem with that? 15 THE WITNESS: Can I draw on this one and keep 16 this one for a minute? 17 MR. RUSSELL: Yeah. 18 THE WITNESS: So -- 19 BY MR. RUSSELL: 20 Q. Can you remind me what the number is, is it 19? 21 A. Yeah. So the first one was a law firm in the 22 UK. The second one was the Boston invoice that I talked 23 to you about. The third one was the debt on the licenses 24 that I believe was the change made with the EDC that I 25 talked about earlier. And it was more than I thought, it</p>
<p style="text-align: right;">Page 230</p> <p>1 business was run on the American Express card. Citizen's 2 Bank is in there, that would be to pay the note, but she 3 wasn't paying it. Employees expenses for the 10,000. 4 And then you got the US and the UK payroll. And if you 5 look, I explained earlier that you've got UK payroll, 6 which is 10,000 at the beginning of the month and 15,000 7 at the end of the month, yeah. And the UK one and the 8 US one sits at 73 each time. So we're looking at around 9 \$110,000 a month in payroll. 10 Q. And this was all Blueware employees; right? 11 A. Yeah. So we were negative, if you look at 12 there we were negative 17 -- we were negative \$17,176 on 13 Tuesday. We were 57,000 in the hole on Wednesday. We 14 had a large payment coming from Sussex for \$400,000. 15 Citizen's too 100,000 in the red. And then it went down 16 and out through payrolls down to pretty much nothing. 17 At the bottom is this is how Rose always paid 18 legal and accounting first, local vendors and then people 19 that were on reminders. 20 Q. What does that mean, people on reminders? 21 A. People that were going to shut us off if we 22 didn't pay. Right. This is the bottom. So at the 23 bottom Taylor Wessing is a law firm -- Taylor Wessing is 24 a law firm in England that Rose still owes \$90,000 to 25 my -- she never paid. J2 is the invoices that I talked</p>	<p style="text-align: right;">Page 232</p> <p>1 was 263,000. But, then again, I think we may have made 2 some payments of 1500 a month off those between the time 3 that this went in and the time -- the time that it was 4 done. Yeah. IBM were paid amounts each month down on 5 that. I think it was about 150,000 by the time it come. 6 IBM UK was for some service that we bought that 7 we haven't paid for I series service. Qatalys is another 8 company the same as J2O that hadn't been paid. The CTO 9 that you asked me if she employed any other CTOs or 10 people at the beginning of the deposition, yeah, his name 11 was Jim Dyson and he was out of North Carolina. He was 12 owed \$13,000 and never paid. 13 Q. And you said CTO is chief technology officer? 14 A. Chief technology officer and he was there to 15 get involved in the rewrite. And the 160,000 went on top 16 of it more than that, it went to 250 at one point was 17 Dave Harr bailed out Blueware. Dave Harr is Rose's 18 ex-husband that owned a dental lab in Cadillac and he 19 lent money to Blueware as when it needed it. 20 He initially lent her about 400 grand I think 21 when she bought George out and that money went up and 22 down over the next period depending on where we were. So 23 that's what there. That's the money we were expecting to 24 get in in the week. And this was done every week. So no 25 matter where I was in the world, I knew pretty much where</p>

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<p style="text-align: right;">Page 233</p> <p>1 we were. I think I even had one sent to the clerk's</p> <p>2 office once because they needed me to get it if we</p> <p>3 weren't -- you know, if the brackets got too big, then I</p> <p>4 was on the phone to customers looking for maintenance to</p> <p>5 be brought forward or we were looking to do another sale</p> <p>6 of software to an existing customer or maintenance. So</p> <p>7 pretty much that's what this is.</p> <p>8 Q. Okay. Did anyone at the clerk's office ever</p> <p>9 raise any concern about BlueGem's ability to perform</p> <p>10 under the scanning contract?</p> <p>11 A. Yeah. This is interesting. Let's go back a</p> <p>12 minute, I didn't see this.</p> <p>13 MR. BERNBAUM: Well, let me -- I'm going to</p> <p>14 object, although it's your question. I would like</p> <p>15 him to respond to the question you asked unless you</p> <p>16 want to reask it rather than having an ongoing</p> <p>17 narrative as we've had.</p> <p>18 THE WITNESS: Right, okay.</p> <p>19 MR. RUSSELL: It's okay. I'll let him go.</p> <p>20 THE WITNESS: The scanning contracts --</p> <p>21 MR. BERNBAUM: Note my objection to the lack of</p> <p>22 a question and the non responsiveness.</p> <p>23 THE WITNESS: Well, I'm not. I want to go back</p> <p>24 and answer it.</p> <p>25 MR. BERNBAUM: I know, I'm just putting it on</p>	<p style="text-align: right;">Page 235</p> <p>1 over the place. They didn't -- they didn't -- they</p> <p>2 weren't impressed with us at all really.</p> <p>3 Q. Okay. As far as the managerial level folks</p> <p>4 like Mitch and his right hand people like Sean and Mike,</p> <p>5 did any of them ever express any concern that BlueGem</p> <p>6 wouldn't be able to do the job?</p> <p>7 A. Yeah. I spoke to Matt in depth about it. I</p> <p>8 told him that I wouldn't trust Rose to deliver pizzas for</p> <p>9 Domino's, let alone a scanning contract. And Blueware,</p> <p>10 if you followed any of their efforts, have a very bad</p> <p>11 history of delivery. And that's one of the things that</p> <p>12 we need to address quite quickly. The concern wasn't</p> <p>13 there.</p> <p>14 Q. Okay. We had started to move on away from</p> <p>15 Exhibit 19 and you indicated that there was something</p> <p>16 else of interest on there. So I'll give you a chance to</p> <p>17 explain that before we move on.</p> <p>18 A. If you go back --</p> <p>19 MR. BERNBAUM: Objection, form.</p> <p>20 A. If you go back, I looked at the first sheet,</p> <p>21 which was a cash crunch. The second sheet was us moving</p> <p>22 money. And now at the time I indicated earlier that Rose</p> <p>23 needed an entrepreneur Visa. So she needed to lodge</p> <p>24 250,000 pounds or \$300,000, whichever it may be on the</p> <p>25 currency on the day to that point. So around \$320,000</p>
<p style="text-align: right;">Page 234</p> <p>1 the record. Did you get that, lack of a question</p> <p>2 and the lack of responsiveness?</p> <p>3 THE WITNESS: In answering your question --</p> <p>4 MR. RUSSELL: Hold on. Whenever he's putting</p> <p>5 an objection on the record, we have to stop because</p> <p>6 her fingers will get tied in a knot.</p> <p>7 A. There was Lori Rice said that it was a lot more</p> <p>8 complicated than we believed it would be, so did Debbie</p> <p>9 Puckett.</p> <p>10 BY MR. RUSSELL:</p> <p>11 Q. So these were some of the ladies up in</p> <p>12 Titusville who were not big fans of Scott Ellis, I'm</p> <p>13 sorry, of Mitch Needelman?</p> <p>14 A. Yeah. No, but I think in fairness to them, by</p> <p>15 this point they were more concerned about the records.</p> <p>16 As custodians of the record, they were more concerned</p> <p>17 that we were going to come in and destroy them and to a</p> <p>18 point that they couldn't rescue them. So I think they</p> <p>19 were being quite genuine when they had some concerns,</p> <p>20 which I don't blame them.</p> <p>21 When we asked them what their retention period</p> <p>22 was, I thought they thought they were going to die</p> <p>23 because we had no knowledge. You know, they asked us how</p> <p>24 many court -- Florida court files have you scanned?</p> <p>25 None. You know, it was just like -- their eyes were all</p>	<p style="text-align: right;">Page 236</p> <p>1 needed be to be safe, needed to be put and made available</p> <p>2 for the entrepreneur Visa, so we needed to indicate it in</p> <p>3 an account. Blueware doesn't have \$320,000 or didn't</p> <p>4 have \$320,000 to hold in an account. So we needed to</p> <p>5 come up with some really interesting way of showing that</p> <p>6 we did.</p> <p>7 So what we did was we collected a lot of money,</p> <p>8 we collected a lot of money that was coming in. The CHS</p> <p>9 costly check, didn't pay anybody for a few days and</p> <p>10 collected the maintenance on a really good month and had</p> <p>11 \$320,000 in First Bank. Then what I did was I lodged it</p> <p>12 as a CD, yeah, so she showed 300 and then I ran a line of</p> <p>13 credit against the CD to 320,000.</p> <p>14 BY MR. RUSSELL:</p> <p>15 Q. And started paying people again?</p> <p>16 A. And started paying people again. So when we</p> <p>17 sent the bank account in Rose's name to England, it</p> <p>18 showed \$320,000 as a balance. So what this is on the</p> <p>19 second page is the first part is Honigman is Rose's CD</p> <p>20 and that was the date it was in there. And this is the</p> <p>21 money coming down on the line of credit. So Honigman,</p> <p>22 the attorney, was owed 47,000. King was -- King &amp; King,</p> <p>23 the attorneys, were owed 27,000. The interest on the</p> <p>24 account and that's where it was sat, so 60,000 left on</p> <p>25 the line of credit.</p>

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BREVARD COUNTY VS BLUEGEM LLC

05-2013-CA-033457-XXXX-XX



<p style="text-align: right;">Page 237</p> <p>1 So then they moved Blueware First Bank 174 from</p> <p>2 Blueware to the CD for Rose. So we were building the CD</p> <p>3 at this point. And then a check from Rose for 10,000</p> <p>4 posted for clearing because we needed to pay payroll and</p> <p>5 we couldn't clear it because we couldn't touch the CD</p> <p>6 money because we were building it to 320. Then what we</p> <p>7 did was we deleted the check and sent it and moved it to</p> <p>8 Rose Harr CD. So we were basically at this point --</p> <p>9 Q. Are you referring to the \$30,000 check?</p> <p>10 A. Yeah.</p> <p>11 Q. Rather than the ten?</p> <p>12 A. Yeah. So we deleted it from the Blueware</p> <p>13 account and put it into the CD account. It couldn't be</p> <p>14 in a Blueware account, it had to be in Rose's. So we</p> <p>15 were moving money from Blueware into Rose's account,</p> <p>16 building a CD and then running a line of credit. So</p> <p>17 that's what that shows there. So basically what Sue is</p> <p>18 saying by the time we done that, we're broke, we got zero</p> <p>19 balance.</p> <p>20 What the next shows is how we did it. Money</p> <p>21 was paid into Adam's bank in England, which is the</p> <p>22 Blueware bank account for England. So IBM made a payment</p> <p>23 of 40,000. Yep. And then it was transferred into the</p> <p>24 Citizen's Bank to do that. That there is a check for</p> <p>25 36,750. I paid that out of my personal account to make</p>	<p style="text-align: right;">Page 239</p> <p>1 for 20 grand.</p> <p>2 Q. Yeah. And that's fine. I'm looking here at</p> <p>3 this item on the third page of this spreadsheet it says</p> <p>4 moved to CD 1/3/11, \$174,000.</p> <p>5 A. Yeah, that was to make the 320. So you got to</p> <p>6 remember they're collecting the revenues from the</p> <p>7 business. We're collecting everything that comes in</p> <p>8 maintenance over a period of time and paying over it. So</p> <p>9 the 174 may have came from CHS or a different vendor or</p> <p>10 it could be four checks coming to 174,000. Then it was</p> <p>11 moved to the CD and then we paid everybody off using the</p> <p>12 line of credit but showing that Rose got 320 grand in her</p> <p>13 account.</p> <p>14 Q. I was just noticing it's the same amount as</p> <p>15 moved from CD to Rose back in it looks like in November</p> <p>16 of 2011, but I can't really tell. On the last page, the</p> <p>17 previous page.</p> <p>18 A. All I'm telling you is they were -- we were</p> <p>19 moving money to make it her Visa.</p> <p>20 Q. Right.</p> <p>21 A. Moving money backwards and forwards. So we</p> <p>22 weren't paying anybody, we built it up enough to get the</p> <p>23 320 and then I ran a line of credit.</p> <p>24 Q. Got you.</p> <p>25 A. Getting 0.65 percent on the CD and paying two</p>
<p style="text-align: right;">Page 238</p> <p>1 payroll because we didn't have --</p> <p>2 Q. You paid the employees and Blueware paid you</p> <p>3 back, is that how it happened?</p> <p>4 A. Yeah. So 36,750.</p> <p>5 Q. What's the \$100,000 from Citizens?</p> <p>6 A. That was moved from a different account</p> <p>7 either --</p> <p>8 Q. I said from, I meant to Citizens.</p> <p>9 A. So Citizens is where Roseware was such they</p> <p>10 were doing some moving around for the CDs.</p> <p>11 Q. Okay. This wire for Mich Street, is that short</p> <p>12 for Michigan Street?</p> <p>13 A. Which page are you on?</p> <p>14 Q. That third page about halfway down the list</p> <p>15 below 12/20/11 deposit.</p> <p>16 A. That was for -- that was for Rose and I bought</p> <p>17 a house. I put 10,000 in, she had put 10,000 in and we</p> <p>18 bought on Michigan Avenue, that's why it's not Michigan</p> <p>19 Street, it's Michigan Avenue. And we bought it in</p> <p>20 Bluelands' name. So Rose and bought a house for 20,000,</p> <p>21 we spent five grand on it and flipped it for 45. Do you</p> <p>22 understand what I mean?</p> <p>23 Q. I do.</p> <p>24 A. So that basically went to the closing company</p> <p>25 with my -- and it was matched by my 10,000, we bought it</p>	<p style="text-align: right;">Page 240</p> <p>1 bits above base on the line of credit.</p> <p>2 Q. Okay.</p> <p>3 A. Which I thought was quite a smart move to have</p> <p>4 no money and show that we have 320 grand.</p> <p>5 (Plaintiff's Exhibit No. 20 was Marked for</p> <p>6 Identification.)</p> <p>7 BY MR. RUSSELL:</p> <p>8 Q. All right. I would like to show you now an</p> <p>9 invoice dated June 29 of 2012 in the amount of \$50,000</p> <p>10 which we marked Exhibit 20 for identification. You</p> <p>11 recognize that invoice?</p> <p>12 A. No. I'd gone.</p> <p>13 Q. That was after you left?</p> <p>14 A. Yeah.</p> <p>15 Q. Okay. That may make things clear. June 29 was</p> <p>16 the date of the scanning contract?</p> <p>17 A. Yeah.</p> <p>18 Q. That we've identified as an exhibit here;</p> <p>19 correct?</p> <p>20 A. Yeah.</p> <p>21 (Plaintiff's Exhibit No. 21 was Marked for</p> <p>22 Identification.)</p> <p>23 BY MR. RUSSELL:</p> <p>24 Q. All right. I'm showing you another invoice now</p> <p>25 that we're marking Exhibit 21 and this one is also dated</p>

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1 June 29 and the amount is 40,000 instead of 50. Do you  
 2 recognize that invoice?  
 3 A. Nope.  
 4 Q. Do you see where it says -- and there's kind of  
 5 a memo block right over here. And if you see the second  
 6 line of that it says digital pen pilot project.  
 7 A. That had been already paid for in my opinion  
 8 for the 40,000 in May whether they amended it or extended  
 9 it.  
 10 Q. That's what I was going to ask you about.  
 11 A. I have no idea.  
 12 Q. Earlier you said that the digital pen was  
 13 incorporated into the main contract --  
 14 A. It was initially.  
 15 Q. -- and then done under a separate. Okay.  
 16 A. The pilot was separate for 40,000. So there  
 17 should be a digital pen pilot for 40 grand. Then the  
 18 rest of it was incorporated within the main contract, but  
 19 it looks like it's been slightly separated again on the  
 20 schedules.  
 21 (Plaintiff's Exhibit No. 22 was Marked for  
 22 Identification.)  
 23 BY MR. RUSSELL:  
 24 Q. Okay. I'm now showing you a wire transfer  
 25 document from SunTrust indicating the Clerk of Court wire

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1 transferred \$90,000 to BlueGem, LLC on June 29th, 2012.  
 2 A. I have no idea what that is.  
 3 Q. Okay. No knowledge of that?  
 4 A. No.  
 5 Q. Okay. And I realize that that's going to  
 6 continue being the case, I just want to have a clean  
 7 record.  
 8 (Plaintiff's Exhibit No. 23 was Marked for  
 9 Identification.)  
 10 BY MR. RUSSELL:  
 11 Q. Mr. Geaney, now I'm showing you a June 29  
 12 invoice -- wait a minute, is that the same? Give me just  
 13 one second. Another June 29 invoice in the amount of  
 14 \$40,000, but this one differs from the last because this  
 15 one is invoice number 999103 and the other \$40,000  
 16 invoice was 999105. And this one references a monthly  
 17 payment for July 2012.  
 18 Is that consistent with the scanning contract  
 19 that you delivered to Mr. Needelman on May 23, 2012?  
 20 A. No.  
 21 Q. Okay. So it didn't have a monthly payment of  
 22 40,000?  
 23 A. No, it was greater than that. I know that the  
 24 payment was changed before -- so the payment on the 23rd  
 25 of June was around 100,000. McDaniel wouldn't pay it, so

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1 they reduced it to 40.  
 2 Q. I see.  
 3 A. So I know -- I know there was a \$40,000 a month  
 4 payment, but the contract that you asked me about didn't  
 5 have the 40 in it.  
 6 Q. Okay.  
 7 (Plaintiff's Exhibit No. 24 was Marked for  
 8 Identification.)  
 9 BY MR. RUSSELL:  
 10 Q. Now I'm going to show you another SunTrust wire  
 11 transfer document indicating the \$40,000 payment to the  
 12 clerk on July 9, 2012. Have you ever seen this document  
 13 before?  
 14 A. No.  
 15 (Plaintiff's Exhibit No. 25 was Marked for  
 16 Identification.)  
 17 BY MR. RUSSELL:  
 18 Q. Sir, I'm going to show you now a composite of  
 19 some invoices for billable expenses and ask you if you  
 20 recognize this invoice. And since it's dated after you  
 21 left, I'm assuming the answer is no. But have you seen  
 22 similar invoices by Blueware or BlueGem?  
 23 MR. BERNBAUM: Let me object to the form.  
 24 MR. RUSSELL: Yeah, it was a bad compound  
 25 question.

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1 BY MR. RUSSELL:  
 2 Q. Sir, have you ever seen this document that we  
 3 marked Exhibit 25 for identification?  
 4 A. No.  
 5 Q. Have you ever seen invoices for billable  
 6 expenses created by BlueGem or Blueware?  
 7 MR. BERNBAUM: Object to the form.  
 8 A. Yes. I know about the 6,000 for Richard  
 9 Sargent for the proof of concepts scanning.  
 10 THE COURT REPORTER: For what?  
 11 THE WITNESS: For the proof of concepts  
 12 scanning. I knew about that.  
 13 BY MR. RUSSELL:  
 14 Q. Proof of?  
 15 A. Proof of concept. Basically it's a pilot, but  
 16 a bit more than a pilot -- it's a bit less than a pilot.  
 17 Basically a pilot in the terms that they talk about here  
 18 is when we go to the system live and we mess with the  
 19 system live and we run with the clerk staff using the  
 20 digital pen in a day-to-day environment.  
 21 A proof of concept basically allows us to sit  
 22 on the system and run alongside the clerk staff and not  
 23 use and interfere with the day-to-day process that  
 24 they're doing today. So we can demonstrate to the clerk  
 25 of the court staff that the pen works in a concept form.

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1 A pilot would be the next stage where we would  
2 say that you've got to stop using a normal pen and a  
3 piece of paper and you've got to use a digital pen. This  
4 is basically saying we're running along your normal  
5 system and we can demonstrate that it works. So a proof  
6 of concept is like a precursor to a full blown pilot.  
7 Q. And this is expense incurred by BlueGem paid to  
8 Richard Sargent?  
9 A. Yeah. Basically --  
10 Q. And Dave Collins?  
11 A. Yeah. So Dave Collins is the technical guy for  
12 Digital IQ. So basically Richard Sargent as and Dave  
13 Collins have put their plane fares and their hotels into  
14 the time that they were here and whatever meals and  
15 invoiced Blueware and Blueware passed it on.  
16 Q. Did -- under any contract you ever saw, did  
17 Blueware have the right to pass on expenses that Blueware  
18 was supposed to pay someone else?  
19 MR. BERNBAUM: Object to the form.  
20 A. It was a Blueware contract or BlueGem contract.  
21 So they were contracted and working on Blueware's behalf  
22 so I would -- being as Digital IQ had no direct dealings  
23 with the clerk, I would say that it would be a valid  
24 expense put in by Blueware because Blueware is the prime  
25 on the contract for digital pen. And Richard Sargent --

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1 and I can't believe I'm defending Rose here.  
2 And so being as Blueware are the prime on the  
3 contract and Digital IQ are effectively working for  
4 Blueware or BlueGem, I would think it would be right that  
5 Blueware/BlueGem bill the clerk and not the digital pen  
6 company because they have no contract with that and  
7 they're just saying claiming their expenses and passing  
8 them on.  
9 THE VIDEOGRAPHER: This is the end of our video  
10 number four. We're going off the record at 4:23.  
11 (A break was taken.)  
12 THE VIDEOGRAPHER: Back on the record at 4:24.  
13 This is the beginning of media number five.  
14 THE WITNESS: Going back to finish answering  
15 your question. There's a fair chance that Blueware  
16 would have paid or BlueGem would have paid for the  
17 plane tickets to fly Richard and Dave over. So the  
18 actual invoices for the plane tickets would have  
19 probably been in Blueware's name, which is another  
20 reason that they probably would have done that.  
21 BY MR. RUSSELL:  
22 Q. If you look over at the third page of expenses  
23 there's reference to Elaine Sladek.  
24 A. Sladek.  
25 Q. Sladek. S-L-A-D-E-K. Do you know who that is?

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1 A. Yep.  
2 Q. Who is she?  
3 A. She is the IT help desk technical person, the  
4 person that understands scanning within Blueware.  
5 (Plaintiff's Exhibit No. 26 was Marked for  
6 Identification.)  
7 BY MR. RUSSELL:  
8 Q. I'm showing you an invoice now number 999110  
9 dated July 11, 2012. This is a Roseware invoice. Do you  
10 recognize that document?  
11 A. No, I don't. But I know what it is.  
12 Q. Okay. What is it?  
13 A. We had on numerous occasions put expenses into  
14 the clerk for the IT contract. And because we didn't  
15 understand the roles around Florida state's expenses, we  
16 were billing real and actual expenses and there is a  
17 limit on or I believe there is a limit on what can be  
18 claimed.  
19 So from coming out of state, initially there  
20 were plane tickets in there and lots of different things.  
21 And when I left in June, there were two or three attempts  
22 for these April and May dates to get the money out of the  
23 clerk's office, but they wouldn't sanction them because  
24 we didn't meet the proper criteria for claiming expenses.  
25 Q. Okay.

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1 A. And these -- that's about when I left that they  
2 were claiming. So they were all the time that was there,  
3 so it's about right.  
4 Q. Okay.  
5 A. So it took until July for them to get it right.  
6 (Plaintiff's Exhibit No. 27 was Marked for  
7 Identification.)  
8 BY MR. RUSSELL:  
9 Q. I'm going to show you a document now that  
10 purports to be an amendment to BlueGem, LLC Brevard  
11 County Clerk of the Court contract dated June 29, 2012  
12 and you'll see that this references amendment to the  
13 scanning contract. Have you ever seen this amendment  
14 before?  
15 A. No.  
16 Q. Before you left, was there discussion of an  
17 early payoff to make sure that Rose would get her money  
18 before Needelman left office?  
19 A. No, he couldn't borrow money. So that was the  
20 risk, that's why the poison pill was put in there. If it  
21 could have been paid earlier, there was no need for the  
22 poison pill.  
23 Q. Do you have any knowledge of Rose or anyone  
24 else talking to Hewlett Packard Financial Services or any  
25 other lender trying to somehow finance an early payout on

<p style="text-align: right;">Page 249</p> <p>1 the contract?</p> <p>2 A. No. Well, IBM, IBM initially we looked -- we</p> <p>3 look at leasing and financing to get -- to get to factor</p> <p>4 our revenues as quick as we can. This in my opinion</p> <p>5 didn't fit that criteria because less than 50 percent was</p> <p>6 either -- was in software or it wasn't ten service.</p> <p>7 So, no, we did have -- we have -- Blueware had</p> <p>8 a very good relationship with IBM. IBM at no point would</p> <p>9 have lent Blueware this money, we didn't have the credit</p> <p>10 rating to do so. We tried to lease purchase an I series</p> <p>11 box for Genesis Health Systems in early 2011 and we</p> <p>12 didn't have the credit rating to do it because of the</p> <p>13 money owed to IBM. So the deal was structured in a</p> <p>14 different way where Genesis Lease purchased it and we</p> <p>15 just picked up the commission payment of about 30 or</p> <p>16 40,000 for it.</p> <p>17 And as we got to HP, I've met with HP in the</p> <p>18 UK, we looked at being a prime -- they looked at us as a</p> <p>19 prime applications vendor so basically Blueware Wellness</p> <p>20 Connection if it ever got to Best Bond on Unix being the</p> <p>21 method to go to market for HP. We had met numerous times</p> <p>22 in the United Kingdom with those, as well as CSC, the</p> <p>23 Computer Science Corporation of America, we met with</p> <p>24 those.</p> <p>25 But HP dealings were primary -- were solely in</p>	<p style="text-align: right;">Page 251</p> <p>1 offered it to me after I finished at Blueware, but I said</p> <p>2 I would only take it on an invoice with a 1099 because I</p> <p>3 was pretty sure of what was going down. I might be</p> <p>4 green, but I'm not cabbage looking. So, you know. I</p> <p>5 wouldn't take it. So I didn't take the money.</p> <p>6 It wasn't for personally me, it was an invoice</p> <p>7 to Blue 360. But Matt wanted to just give it to me as a</p> <p>8 drop and I refused to accept it.</p> <p>9 Q. I see. All right. Did you ever participate in</p> <p>10 Mitch Needelman's reelection campaign in any way other</p> <p>11 than obviously the payments for various things through</p> <p>12 Blueware?</p> <p>13 A. No, I never stole any of Scott Ellis' banners</p> <p>14 or did anything that would indicate me doing anything.</p> <p>15 Q. No bumper sticker?</p> <p>16 A. No, no bumper stickers.</p> <p>17 Q. Okay.</p> <p>18 A. I was very adamant that Blueware should stay</p> <p>19 neutral in that campaign because, you know, putting your</p> <p>20 eggs in one basket in an election race being as a vendor</p> <p>21 was extremely risky. So I was erring on the caution of</p> <p>22 we should stay vendor neutral, we should sit there</p> <p>23 neutral as a vendor, but that never sort of went that</p> <p>24 way.</p> <p>25 Q. While you were employed with Blueware, can you</p>
<p style="text-align: right;">Page 250</p> <p>1 the UK with a couple of guys came up to that, as well as</p> <p>2 Dell. We looked at using Dell as well at some point.</p> <p>3 But in regards to this contract, no. But we have had</p> <p>4 dealings with both HP and Dell to some extent in the</p> <p>5 past.</p> <p>6 Q. Okay.</p> <p>7 A. But primary with IBM.</p> <p>8 Q. Let me take you back to something we had</p> <p>9 discussed earlier and I'm able to weed out some of my</p> <p>10 notes here, but one thing I wanted to ask, I thought I</p> <p>11 saw an indication in an e-mail or somewhere saying that</p> <p>12 your dispute with Rose Harr was in part because she</p> <p>13 wanted the commission payment to come from Matt Dupree or</p> <p>14 did I read something wrong?</p> <p>15 MR. BERNBAUM: Object to the form.</p> <p>16 BY MR. RUSSELL:</p> <p>17 Q. Yeah, it was not a great question. Let me ask</p> <p>18 you a better question. With regard to the commissions</p> <p>19 that you felt you were owed before you left Blueware or</p> <p>20 when you left Blueware, did Rose Harr or other Blueware</p> <p>21 representatives ever suggest to you that you should</p> <p>22 receive that payment from Matt Dupree?</p> <p>23 A. At some point, yeah, there was a \$25,000</p> <p>24 payment that was going to come from Matt Dupree when I</p> <p>25 started to initially for me to start Blue 360. Matt</p>	<p style="text-align: right;">Page 252</p> <p>1 say how much money that was paid to Blueware by the</p> <p>2 clerk's office was funneled back to Needelman or Dupree?</p> <p>3 A. There was the initial --</p> <p>4 MR. BERNBAUM: Wait, stop you from writing on</p> <p>5 there.</p> <p>6 BY MR. RUSSELL:</p> <p>7 Q. Here you go.</p> <p>8 A. The initial 10,000 that I know of. The 30,000.</p> <p>9 Another 10,000. And the 90,000. And the 90,000.</p> <p>10 Q. So 140,000 that you're aware of?</p> <p>11 A. Around 140,000. That I can think of. And then</p> <p>12 the 5,000 a month.</p> <p>13 Q. To Dupree?</p> <p>14 A. To Dupree. So around 165, 170 in the time that</p> <p>15 I was there including those.</p> <p>16 Q. Are you aware of any kickbacks or payoffs,</p> <p>17 bribes or other payments that went to anybody else</p> <p>18 besides those two out of the money that was paid by the</p> <p>19 office of the Clerk of Court to Blueware?</p> <p>20 A. Not to Blueware. I was aware of other</p> <p>21 kickbacks going on, but not from Blueware.</p> <p>22 Q. What other kickbacks were you aware of?</p> <p>23 A. I was aware of a Cocoa Expo dealer that I</p> <p>24 talked about earlier where that was happening and I was</p> <p>25 aware of the Jason Steele deal.</p>

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<p style="text-align: right;">Page 253</p> <p>1 Q. What was the Jason Steele deal?</p> <p>2 A. Where he had done -- he had done the state</p> <p>3 780,000 and Matt got 38 for moving the invoice.</p> <p>4 Q. Oh, okay. You told us that.</p> <p>5 A. We paid Doug Guetzloe the \$5,000. There was</p> <p>6 the Axe the Tax kickback from.</p> <p>7 Q. The 15?</p> <p>8 A. Yeah, the 15,000. There was something going on</p> <p>9 with a guy out of Connecticut that was doing some</p> <p>10 marketing.</p> <p>11 Q. Do you know someone named Brian West?</p> <p>12 A. Oh, Brian West. There was a deal going on, and</p> <p>13 I don't know too much about it, so I better be careful</p> <p>14 what I say. And it was something to do with a house</p> <p>15 taken from property tax or for lack of taxes or a</p> <p>16 property and --</p> <p>17 Q. You mean foreclosed upon?</p> <p>18 A. Yeah. Or to be about to be foreclosed upon.</p> <p>19 And there was a deal -- there was a deal where somebody</p> <p>20 sued the Clerk of the Court's office for a million bucks.</p> <p>21 And Needelman, the property appraiser, West and Dupree</p> <p>22 got together and there was some deal for \$325,000 as an</p> <p>23 out of court settlement or something. I don't really</p> <p>24 know too much about it.</p> <p>25 Q. Okay.</p>	<p style="text-align: right;">Page 255</p> <p>1 identification. And they appear to be primarily</p> <p>2 correspondences between Kelly Dwan Geaney or is it Dwan?</p> <p>3 A. Dwan.</p> <p>4 Q. Kelly Dwan Geaney?</p> <p>5 A. Yeah.</p> <p>6 Q. And representatives of the clerks office back</p> <p>7 in the summer of 2012. Do you recognize -- I'll give you</p> <p>8 a minute to flip through those and then tell me if you</p> <p>9 recognize those as communications to and from your wife?</p> <p>10 A. Yeah.</p> <p>11 Q. You had mentioned making at least more than one</p> <p>12 public record request to the office of the Clerk of the</p> <p>13 Court; correct?</p> <p>14 A. Yes.</p> <p>15 Q. And this was shortly after your departure from</p> <p>16 Blueware?</p> <p>17 A. Yep.</p> <p>18 Q. Okay. Are these the public record requests you</p> <p>19 were talking about?</p> <p>20 A. Some of them.</p> <p>21 Q. Okay. Did you ever make any in your own</p> <p>22 writing or did Kelly make all of them for you?</p> <p>23 A. Well, because I wasn't classed as legal alien,</p> <p>24 we didn't know where we stood legally and they knew it.</p> <p>25 So Kelly -- we used Kelly's e-mail to do it.</p>
<p style="text-align: right;">Page 254</p> <p>1 A. But I was just listening to the phone calls</p> <p>2 coming backwards and forwards.</p> <p>3 Q. Okay. Did you ever work for BlueGem or</p> <p>4 Roseware I mean as an employee of those companies?</p> <p>5 A. Like I said, anybody that worked for Blueware</p> <p>6 worked for all entities.</p> <p>7 Q. Okay. Where did your paychecks come from?</p> <p>8 A. Michigan Blueware.</p> <p>9 Q. Okay.</p> <p>10 A. Inc.</p> <p>11 Q. Okay. I have one last exhibit.</p> <p>12 (Plaintiff's Exhibit No. 28 was Marked for</p> <p>13 Identification.)</p> <p>14 MR. BERNBAUM: Off the record.</p> <p>15 THE VIDEOGRAPHER: Going off the record?</p> <p>16 MR. BERNBAUM: We don't have to go off the</p> <p>17 record, I forgot. That was the extra copy he wrote</p> <p>18 on, I pulled it out.</p> <p>19 MR. RUSSELL: Got you.</p> <p>20 MR. BERNBAUM: The new original is already in</p> <p>21 there. So that's yours.</p> <p>22 MR. RUSSELL: Got it. Thank you.</p> <p>23 BY MR. RUSSELL:</p> <p>24 Q. Okay. I am now going to show you a composite</p> <p>25 of e-mail correspondences that I marked Exhibit 28 for</p>	<p style="text-align: right;">Page 256</p> <p>1 Q. I see.</p> <p>2 A. And it was basically just to wind them up. If</p> <p>3 you look at them in here, there's some missing, the early</p> <p>4 ones are not here. There's one e-mail where she asked if</p> <p>5 she was a man because she responded to me a lot quicker,</p> <p>6 that's in here.</p> <p>7 Q. It's in here, yeah.</p> <p>8 A. And it was basically that we were -- the reason</p> <p>9 this was -- the reason this was done was I finished from</p> <p>10 Blueware on the 4th of June and then I did nothing. Rose</p> <p>11 was expecting me to come and go in this blazing and I</p> <p>12 didn't do anything. So on the Monday I didn't do</p> <p>13 anything. On the Tuesday, Wednesday, Thursday, I didn't</p> <p>14 do nothing.</p> <p>15 On the Friday I sent an e-mail. On the</p> <p>16 Thursday -- on the Thursday I got a recorded delivery</p> <p>17 letter from Smith &amp; Associates saying thank you for your</p> <p>18 resignation from Blueware. And so -- and at the same</p> <p>19 time a press release came out saying that I resigned and</p> <p>20 she wished me the best for the future. I sent a very</p> <p>21 curt e-mail to Emily DeBoer, who is HR in Michigan, and</p> <p>22 said remove it in 24 hours or I'll tell them why I'm</p> <p>23 really not there. So that came down.</p> <p>24 And they were demanding that I send in my</p> <p>25 laptop that I personally owned back to Blueware. And so</p>

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<p style="text-align: center;">Page 257</p> <p>1 they could take all the stuff off it. And I said, yeah,  2 not happening, absolutely no way. And then I did nothing  3 for a week. Rose reacts on -- on a vent. She's reactive  4 rather than proactive. So I set there and did nothing,  5 absolutely did nothing for a week.  6 The next Thursday Susan Smith phoned and said  7 Rose would like to solve this amicably, what do you want.  8 And then from that point it got out of hand going  9 backwards and forwards. And at some point at the end of  10 June I demanded my personnel file and the resignation  11 letter that I'd written.  12 And I got an e-mail back from Susan Smith  13 saying, yes, Nick, not an issue, I'll get your  14 resignation letter and your personnel file over to you by  15 the end of the day. 4:00 she phones me and says I can't  16 act anymore, I can't act anymore, this has got to go back  17 to Michigan's attorneys.  18 What had happened was Rose had told Sue Smith  19 that the resignation letter was in Michigan and I never  20 resigned, so there was never a resignation letter. So I  21 then I got on with the Michigan attorneys and we got into  22 a massive to-ing and fro-ing and trying to settle out of  23 court for about six weeks. And -- and I didn't really  24 get any response on these records until somebody on  25 Scott's behalf or Scott had got ahold of Kelly's Facebook</p>	<p style="text-align: center;">Page 259</p> <p>1 being very specific in the way that we asked the  2 questions.  3 Q. I see that you initially sought records related  4 to the ITN, vendor responses and scoring of the vendors.  5 Now why did you request those records?  6 A. I knew that Blueware had written the ITN,  7 right, and I could prove everything because I got enough  8 on my e-mail to do it. And the scoring responses I knew  9 that Blueware were going to be out by a field in front.  10 They knew by me asking for those that I had enough within  11 my laptop to bring them down at that point.  12 Q. Yeah. And then I notice in the June 11 e-mail  13 the request is broadened to include records regarding or  14 contract with Source 2 outsourcing and contracts or  15 payments -- contracts with or payments to Matt Dupree.  16 A. Yeah, that was just sort of to piss him off.  17 Q. And my understanding is that the clerk's office  18 via Sean Campbell and Merrily Longacre essentially  19 stalled and said we think some of these documents are  20 exempt and we're going to need to review them?  21 A. Well, firstly, only Campbell replied. Then  22 Kelly sent the e-mail saying because she responded to  23 Nick instantly is it because I'm a woman and the minute  24 he did that he got Longacre involved. And she basically  25 tried to get to the point where she was just saying under</p>
<p style="text-align: center;">Page 258</p> <p>1 and put a message on there, I hear you're no longer at  2 Blueware, do you want to talk.  3 So what I did was I said you're not responding  4 to our personal records request. I photo shopped the  5 message from Scott or whoever had sent it and sent it to  6 Campbell and said, well, maybe you'll answer to this. If  7 you won't give me the answers, I'll ask this guy. Within  8 20 minutes I got Longacre all over us and them saying  9 we'll do what we can, you know, what you want, where are  10 you at.  11 And then basically we were tried to be starved  12 out. They kept getting to a settlement point and then  13 pulling back. Getting to a settlement point and then  14 pulling back. And the election was getting nearer. So  15 if I was going to act, I needed to do it. So I gave them  16 a week. And they said, yes, yes, we're going to settle.  17 And then on the Friday morning she said no, so that's  18 when I did the press release.  19 But this was to-ing and fro-ing. Basically I  20 knew the contract had been paid and signed. The cost  21 containment had been paid. And I knew that they hadn't  22 uploaded them. And I knew the people on the other side  23 of the election campaign were watching the public records  24 requests. So by me doing this, I was basically telling  25 them what was happening without saying anything. By me</p>	<p style="text-align: center;">Page 260</p> <p>1 statute this, this, this, and this.  2 So then we started to chase the statutes and in  3 the end Susan Smith sent me a letter saying you better  4 cease and desist or we're going to do this, that and that  5 and then were going to sue you for this, that and the  6 other. And I said I ain't got anything, right, you can't  7 sue a man that ain't got anything, right, go for it.  8 Q. Did they ever produce any records, the clerk's  9 office?  10 A. No.  11 Q. And eventually you told them that you no longer  12 needed the records. Why?  13 A. Huh?  14 Q. Yeah, if you look --  15 A. Yeah, I know. I told them that because they  16 said if I withdrew the request, they would settle.  17 Q. The clerk's office told you that or?  18 A. Susan Smith. Right. Because Susan -- see  19 these are supposed to be private.  20 Q. The Blueware Susan Smith?  21 A. Yes. No, the lawyer. So I was putting these  22 requests in, Campbell was giving them to Rose Harr, Rose  23 Harr was giving them to Susan Smith and Susan Smith was  24 threatening me. And I kept saying I thought that these  25 were supposed to be private, so how come that you got</p>

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1 copies of them.

2 Q. Why was Campbell giving them to Rose Harr?

3 A. Because they -- because they were -- if this

4 got out or I could prove that these were false, they were

5 all in trouble. So the minute that I put the request in,

6 Campbell was giving them straight to Rose Harr who was

7 giving them to Susan Smith.

8 Q. Okay. And Susan Smith the lawyer?

9 A. Yes.

10 Q. Where is she based?

11 A. Down the road here on Riverside, Smith &

12 Associates.

13 Q. Okay.

14 A. She was the -- she did a lot of the

15 incorporation to the Florida stuff. She also started

16 working on a contract, a back to back contract between

17 Blueware and Matt Dupree that basically saying and Rose

18 wanted it to say that basically no matter what we paid

19 Matt, what he did with it was nothing to do with us.

20 Like a, you know what I mean, like a back to back

21 contract. So she was working on that and a couple of

22 property deals and some other bits and the EDC with our

23 Michigan attorneys.

24 Q. I'm going to show you -- I know I said we were

25 finished with exhibits, but this just got put in my

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1 hands.

2 A. And you only got one?

3 Q. Yeah, I only have one. Let's see, we're at 29,

4 right, Yvette?

5 THE COURT REPORTER: Yes.

6 (Plaintiff's Exhibit No. 29 was Marked for

7 Identification.)

8 BY MR. RUSSELL:

9 Q. I'll let opposing counsel review that before I

10 hand it over. Okay. Here you are, Mr. Geaney, it's a

11 June 4, 2012 letter which I have marked Exhibit 29 for

12 identification.

13 A. Yeah, yeah.

14 Q. Do you recognize that document?

15 A. Yep.

16 Q. Okay. Who is it from?

17 A. Emily DeBoer, the human services officer, but

18 it came from Smith & Associates.

19 Q. I see. And it was directed to you?

20 A. Yep.

21 Q. Okay. Did you take any action in response to

22 that letter?

23 A. Yeah, I told them to get stuffed.

24 THE COURT REPORTER: To get what?

25

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1 THE WITNESS: Stuffed.

2 BY MR. RUSSELL:

3 Q. To get stuffed.

4 A. Basically did nothing. So this was a notice of

5 my -- a letter of my resignation. So it went from that

6 to I was fired for embezzlement and then it went from

7 that I was fired for attempted embezzlement and then I

8 was fired for being too aggressive in my contract

9 negotiations.

10 So when it -- in the deposition that was done

11 by Rose late last year in my civil case, which you got a

12 copy of, states that I was very aggressive and bullying

13 in the way that I moved, but initially I resigned and

14 then I got letters saying that I embezzled money, which I

15 didn't, and that was never taken.

16 Q. Okay. In this letter they're saying that you

17 owed Blueware \$38,731; right?

18 A. Yeah.

19 Q. Did they ever tell you why you allegedly owed

20 Blueware money?

21 A. No. She'd made up stuff that -- the furniture

22 and stuff like that that was in the house in Florida

23 which was a gift and other stuff. It was just rubbish.

24 She ended up doing one initially eventually that come to

25 87,000, which was just bull.

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1 Q. And they also said your L-1A Visa was no longer

2 valid because they had notified your termination to

3 USCIS?

4 A. Yeah, yeah. They basically tried to force me

5 back into the UK.

6 Q. And then they wanted you to hand over your

7 laptop?

8 A. Yeah. Weren't going to happen, I owned it.

9 Q. Right. Did you actually respond to Ms. DeBoer?

10 A. No. I found Sue Smith, it came from her

11 processor.

12 Q. Okay.

13 A. And then see when you -- I spoke to Emily, I

14 wasn't allowed to speak to anybody. The next letter that

15 came said that everything had to be gone through Steve

16 King. So I basically found him and told him to get

17 stuffed as well.

18 Q. I want to ask you about your familiarity with a

19 number of entities now. And hopefully we can move

20 through this section quickly. You talked about Source 2.

21 Did you ever have any meetings with Source 2?

22 A. Yeah, I met Dave Nuxol on two occasions.

23 Q. Okay. What were those meetings about?

24 A. The first one was in regards to moving some

25 more staff potentially from the scanning contract or the

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<p style="text-align: right;">Page 265</p> <p>1 IT contract to Source 2.</p> <p>2 And then the second one was where Matt Dupree</p> <p>3 was trying to broker the Blueware employees to become</p> <p>4 Source 2 employees. But that was never going to fly.</p> <p>5 Q. Right.</p> <p>6 A. Because the intent -- the incentives from the</p> <p>7 state were measured purely on the amount of W-2s that</p> <p>8 were registered in Florida as employees at the end of</p> <p>9 each financial year. So if I outsourced them to -- if I</p> <p>10 outsourced them to Source 2, it would be myself and Rose</p> <p>11 and the people from Michigan and no other employees.</p> <p>12 Nuxol and Dupree said they could do a work</p> <p>13 around on that, but for me that was just too complicated.</p> <p>14 The other thing he tried to do was to get us to join</p> <p>15 their health care, United -- the health care, where they</p> <p>16 got 100,000 and it's cheaper because all these different</p> <p>17 entities are in it. But it was all blah, blah, blah, and</p> <p>18 it was very early.</p> <p>19 Q. Okay.</p> <p>20 A. You know, we hadn't even got a building let</p> <p>21 alone and the incentive by that point. So it was very</p> <p>22 early to talk about it.</p> <p>23 Q. You mention something there you didn't have a</p> <p>24 building. At some point Blueware did purchase a building</p> <p>25 here in Melbourne; right?</p>	<p style="text-align: right;">Page 267</p> <p>1 of New York and it had nine women and one guy on it and</p> <p>2 we met once in Palm Beach in Florida. So she flew this</p> <p>3 advisory board down and she didn't like what they said,</p> <p>4 so she never had another one.</p> <p>5 Q. Okay. Was the guy named Dallas Ustrud?</p> <p>6 A. Yeah, I think it was.</p> <p>7 THE COURT REPORTER: How do you spell that?</p> <p>8 MR. RUSSELL: U-S-T-R-U-D.</p> <p>9 BY MR. RUSSELL:</p> <p>10 Q. What time period was this meeting with that</p> <p>11 advisory board?</p> <p>12 A. It's when Nancy Barr was there who was the IT</p> <p>13 director out of Cheboygan who joined Blueware. So Nancy,</p> <p>14 myself, and Rose went down. So it would be in 2011 at</p> <p>15 some point. And I don't know, Florida is always hot, I</p> <p>16 know it was really hot and there was lots of</p> <p>17 thunderstorms. So I don't know.</p> <p>18 We met -- we met at this place and they</p> <p>19 basically Rose gave this presentation and the women were</p> <p>20 ripping pieces out of it saying where is your operational</p> <p>21 budget, where is this, where is that, where is the men on</p> <p>22 the ground, but she didn't like what she heard and never</p> <p>23 had another one.</p> <p>24 Q. What about the other board, you said she had</p> <p>25 two?</p>
<p style="text-align: right;">Page 266</p> <p>1 A. After I went.</p> <p>2 Q. Oh, it was after. Okay. Where they were</p> <p>3 leasing space before then?</p> <p>4 A. They rented two offices at Riverside for 1500</p> <p>5 bucks a month and then they bought Riverside -- they</p> <p>6 bought the big building when they got the 6.1 after I'd</p> <p>7 gone.</p> <p>8 Q. Did they ever rent space at the Reinman Harrell</p> <p>9 building?</p> <p>10 A. Reinman Harrell building?</p> <p>11 Q. You're saying --</p> <p>12 A. The Riverside building is -- is that the</p> <p>13 Reinman Harrell building?</p> <p>14 Q. Did Blueware ever have an advisory board?</p> <p>15 A. It had two.</p> <p>16 Q. Okay.</p> <p>17 A. Rose read this book and it's called a Blueprint</p> <p>18 to a Billion. And it's basically a guy has done research</p> <p>19 on seven countries -- seven companies that have gone to a</p> <p>20 billion dollars from nothing using the seven same</p> <p>21 concepts. And there's people at Harley Davidson,</p> <p>22 Starbucks, in that. And part of this thing is to have a</p> <p>23 board of directors and to -- and to IPO. And to IPO, you</p> <p>24 need an advisory board.</p> <p>25 So Rose in 2010 employed an advisory board out</p>	<p style="text-align: right;">Page 268</p> <p>1 A. Then she was looking to build a second board as</p> <p>2 I left Blueware and she was asking people like Susan</p> <p>3 Smith to be on it and the lady out of the chambers of</p> <p>4 commerce, and a doctor who owns a really big house in</p> <p>5 Melbourne and the house is called Shangri-La, it's huge,</p> <p>6 and he was one of the partners at Osler and some other</p> <p>7 people, Matt Dupree.</p> <p>8 Q. Do you know if Dallas Ustrud was among that</p> <p>9 group as well?</p> <p>10 A. He was invited to some summit at some point,</p> <p>11 but I don't know if he was on the board.</p> <p>12 Q. What do you mean a summit?</p> <p>13 A. She had a summit at Eau Gallie Yacht Club that</p> <p>14 actually happened after I went, but he was invited to</p> <p>15 that. Same as some people from HP in the UK that we'd</p> <p>16 had some dealings with earlier in 2011.</p> <p>17 Q. Did ever you meet Dallas Ustrud?</p> <p>18 A. No, not that I can remember.</p> <p>19 Q. You ever talk to him?</p> <p>20 A. No.</p> <p>21 Q. I think you said you never had authority to</p> <p>22 write checks?</p> <p>23 A. No.</p> <p>24 Q. For Blueware or anything. And I think you said</p> <p>25 BlueGem had just got its bank account open right before</p>

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<p style="text-align: right;">Page 269</p> <p>1 they received the first payment from the clerk's office?</p> <p>2 A. Yeah.</p> <p>3 Q. Right. Do you know the current legal status of</p> <p>4 Blueware as in is it still active and incorporated in</p> <p>5 Michigan?</p> <p>6 A. As of the 24th of May when I did my settlement,</p> <p>7 it was incorporated in Michigan, it had changed back from</p> <p>8 a Florida corporation. As of today, I have no idea.</p> <p>9 Q. Right. What about BlueGem, any idea?</p> <p>10 A. I think that stayed a Florida corporation. The</p> <p>11 EDC mandated that you couldn't be a business outside of</p> <p>12 Florida and receive the incentives. So BlueGem was moved</p> <p>13 to Florida and I don't think it's ever been moved back.</p> <p>14 But I don't know.</p> <p>15 Q. Do you know anything about the Buckley</p> <p>16 contract, the non disclosure agreement related to a VA</p> <p>17 contract?</p> <p>18 MR. BERNBAUM: With who? Is it with the</p> <p>19 clerks? I just want to make sure I understand the</p> <p>20 question so I know whether to object.</p> <p>21 MR. RUSSELL: I don't know. There's a</p> <p>22 reference to a VA contract.</p> <p>23 A. Tim Buckley and Matt Dupree were partners of</p> <p>24 Eligere as I told you earlier. Tim Buckley had a client</p> <p>25 that did the grand opening for -- who did the grand</p>	<p style="text-align: right;">Page 271</p> <p>1 agency which, you know, you look at and you've got people</p> <p>2 chasing people for money that's more than a year old,</p> <p>3 it's difficult, it's time consuming. And if Dupree</p> <p>4 brought it to you, you're going to be paying forever, so</p> <p>5 it didn't really go anywhere.</p> <p>6 Q. Do you have any familiarity with Pioneer</p> <p>7 Credit, Penn Credit or MSB/GILA Credit?</p> <p>8 A. I know --</p> <p>9 MR. BERNBAUM: Object to the form.</p> <p>10 A. I know who they are by looking at -- by</p> <p>11 actually looking at the contracts that were out on the --</p> <p>12 within when I was doing the cost containment that I</p> <p>13 didn't touch. But I know -- I know who they are.</p> <p>14 BY MR. RUSSELL:</p> <p>15 Q. Were they among the contracts that you were not</p> <p>16 supposed to?</p> <p>17 A. Yeah.</p> <p>18 Q. So were these the companies who contributed</p> <p>19 financially to the Florida tax cutter award through</p> <p>20 Mr. Guetzloe?</p> <p>21 MR. BERNBAUM: Object to the form because I'm</p> <p>22 not sure which companies. I think you've listed a</p> <p>23 few with your last couple of questions.</p> <p>24 MR. RUSSELL: Yeah. Pioneer Credit, Penn</p> <p>25 Credit, and MSB/GILA credit.</p>
<p style="text-align: right;">Page 270</p> <p>1 opening for Blueware and his name was Colonel</p> <p>2 Prendergast, which I talked about earlier. He was in</p> <p>3 charge of the rest homes or nursing homes in Florida and</p> <p>4 they wanted us to put a system in to their nursing homes.</p> <p>5 They use Microsoft Vista in their -- in their</p> <p>6 main hospitals, which is quite a good system, and they</p> <p>7 use that, but the nursing homes are like the poor</p> <p>8 cousins, they still use paper. So we were asked to maybe</p> <p>9 put a system in to the rehabilitation on nursing homes,</p> <p>10 whichever you want to call it.</p> <p>11 And basically Dupree said to me that you can</p> <p>12 get Prendergast to do it, but he's only got 750,000 and</p> <p>13 how much does 650,000 buy him. I said, well, it buys him</p> <p>14 \$650,000 worth of a system. You know, I don't know if we</p> <p>15 can do that, didn't know what the scope is. He said, no,</p> <p>16 he's got 750,000, but he's going to need 100,000 for his</p> <p>17 war chest back. At which point I just laughed. And then</p> <p>18 Rose took over the negotiations with Matt Dupree and</p> <p>19 Colonel Prendergast and I left. He came down and did the</p> <p>20 grand opening, but I don't know if anything ever moved</p> <p>21 forward from there.</p> <p>22 Q. Are you familiar with any collection action</p> <p>23 contract being put out for bid by Needelman?</p> <p>24 A. No. We knew that it was coming and Matt Dupree</p> <p>25 talked about maybe us starting up a debt collection</p>	<p style="text-align: right;">Page 272</p> <p>1 A. No, I can only assume that because they were</p> <p>2 the ones under contract.</p> <p>3 BY MR. RUSSELL:</p> <p>4 Q. That's okay. If you don't know, you don't have</p> <p>5 to -- I don't want you to guess. Are you familiar with a</p> <p>6 group or an entity of some kind named 4 the Kids of</p> <p>7 Brevard?</p> <p>8 A. Yeah, that's Joan Needelman's children's</p> <p>9 charity.</p> <p>10 Q. Did 4 the Kids provide any training for</p> <p>11 Blueware employees?</p> <p>12 A. Not that I'm aware of.</p> <p>13 Q. Did Brevard Work Force provide any training for</p> <p>14 Blueware employees?</p> <p>15 A. Maybe one employee at some point.</p> <p>16 Q. Are you familiar with a company called McBride</p> <p>17 Marketing?</p> <p>18 A. Yes.</p> <p>19 Q. Can you describe very briefly your familiarity?</p> <p>20 A. Brian McBride was employed to manage the</p> <p>21 fallout from a public relations and marketing position if</p> <p>22 the scanning contract got out before the election and</p> <p>23 before Needelman was happy with it being released.</p> <p>24 Q. Okay. So am I understanding correctly that</p> <p>25 Needelman was trying to keep the scanning contract quiet</p>

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<p>1 and this guy was hired to deal with public relations in 2 the event it wasn't kept quiet?</p> <p>3 A. Yes.</p> <p>4 Q. Okay.</p> <p>5 A. But it wasn't being kept quiet because the 6 reason he was brought in is that Scott and that team that 7 were fighting the election had got a sniff of it. So it 8 was out there. They knew the 500,000 was being paid. So 9 he was brought in to manage that. And he also was 10 diverse and he was looking to do some work for -- from a 11 marketing perspective for Blueware. Whether he did 12 anything or not, I never know, I didn't know.</p> <p>13 Q. Right. Did Needelman ever indicate to you why 14 he was concerned about the public becoming aware of the 15 scanning contract?</p> <p>16 A. He was more concerned with Scott Ellis becoming 17 aware of the scanning contract than the public. He 18 thought that he would be torn away.</p> <p>19 In a previous forum a big thing that happened 20 within Blueware was that Mitch Needelman said that he had 21 no contact or wasn't in a working relationship with Matt 22 Dupree. And it was very aware, people were very aware 23 that that wasn't true and so that was all brought into 24 this fold of Brian McBride and Needelman keeping Dupree 25 separately.</p>	<p>1 Q. I'm probably mispronouncing it badly. I know 2 you've testified as to some -- a report to FDLE of an 3 intended intrusion into the clerk's system. Are you 4 aware of any actual instances of computer hacking or 5 intrusions?</p> <p>6 A. No.</p> <p>7 Q. Okay. What if any facilities were made 8 available by the clerk's office to Blueware, like office 9 space or warehouse space or anything?</p> <p>10 A. Rose -- Rose asked for a desk and an area for 11 the IT audit and that was given. The facilities and 12 passes for Eric, Matt and I and David to get in and out 13 of the building, they had to go through a police check, 14 fingerprints were done and they were given access to all 15 areas with swipe cards. We were given use of the 16 conference room whenever we wanted it.</p> <p>17 Q. Is this in Titusville or Viera?</p> <p>18 A. In Titusville.</p> <p>19 Q. Okay. Was it used regularly?</p> <p>20 A. There was somebody -- over that six week period 21 I would say two or three, four times a week in the 22 scanning in that 600 building and around the gym and 23 around the IT area there was David and Eric mooching 24 around and doing stuff and maybe Matt and Elaine 25 sometimes. The conference room I used when we were</p>
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<p>1 Dupree's conversation with Needelman happened 2 at 8:15 every morning when Needelman was driving up to 3 Titusville. So if you wanted to get either Needelman or 4 Dupree, they would -- it would be -- Needelman would be 5 driving up I-95 to Titusville or they would meet at the 6 Apollo Cafe on Apollo.</p> <p>7 Q. On Hibiscus?</p> <p>8 A. Apollo Cafe. I've been there a couple of 9 times, it's like a greasy spoon. I met Needelman -- Rose 10 and Needelman met there numerous times when they didn't 11 want to be seen in public, they met at the Apollo Cafe.</p> <p>12 Q. Are you familiar with Sloane MacKenzie Public 13 Affairs?</p> <p>14 A. No.</p> <p>15 Q. Are you familiar with Solutions for Government 16 LLC?</p> <p>17 A. Yeah.</p> <p>18 Q. Okay. What's that?</p> <p>19 A. That is Matt told me that Eligere needs to be 20 reinvented every three or four years around election time 21 and it was Buckley and Eligere's rebirth -- Buckley and 22 Dupree's rebirth of Eligere's Strategies.</p> <p>23 Q. Okay. And that's the one I referred to earlier 24 as Eligere's?</p> <p>25 A. Yeah.</p>	<p>1 looking at the scanning contracts and stuff like that. 2 But pretty much whatever we wanted, Mitch gave.</p> <p>3 Q. Okay. Did Rose -- I'm sorry, did Blueware pay 4 the clerk's office for use of space or furnishings or 5 equipment?</p> <p>6 A. Not that I'm aware of, no.</p> <p>7 Q. Are you familiar with a company called Valkaria 8 Ventures?</p> <p>9 A. I think that's a company in Cocoa. No, I don't 10 know, no.</p> <p>11 Q. Do you recall there being a lawsuit that was 12 going on back in the 2012 time period with possibly 13 Valkaria Ventures?</p> <p>14 A. The only thing -- the only lawsuit that I can 15 think of is the softball one.</p> <p>16 Q. The softball one?</p> <p>17 A. Yeah, there was something about softball, kids 18 going to do softball.</p> <p>19 Q. Okay. Are you familiar with a lawsuit that may 20 have involved Brian West or Westco Development?</p> <p>21 A. No. I can't -- I know who he is, but I don't 22 remember the lawsuit.</p> <p>23 Q. That's okay.</p> <p>24 A. The only ones I remember are the Cocoa Expo one 25 and the house property one where there was something to</p>

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1 do with a lawsuit that happened where the house was  
2 repossessed.  
3 Q. And that involved Brian West or Westco  
4 Development too?  
5 A. I know the name Brian because I was just  
6 listening to a phone call.  
7 Q. Okay. Do you know who was supposed to receive  
8 money from that deal?  
9 A. It was to do with the property developer at the  
10 time and Dupree, West and Needelman. It was some --  
11 Needelman was trying to make a million dollar lawsuit go  
12 away or something. And I know Dupree got paid on it, but  
13 how it was done I'm not 100 percent sure. I know they  
14 settled for around 320 or something like that.  
15 Q. Do you know Steve MacNamara?  
16 A. I may, I don't know.  
17 Q. Okay. Are you aware of any other lawsuits with  
18 Blueware during the time period that we're talking about  
19 through now other than the Billingsley and J2 interactive  
20 case?  
21 MR. BERNBAUM: Object to the form.  
22 MR. RUSSELL: And yours.  
23 A. IBM we're having a bit of a go about their  
24 software. They sent a private investigator to see if we  
25 were still in business. Matt Bass, a former employee,

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1 had a bit of a dig for a while, but I don't know if he  
2 continued it.  
3 In England a PR company called Mantis were  
4 looking to sue the English entity for non payment of PR.  
5 And I know that the mediator had to go to court on our  
6 settlement because Rose wouldn't pay her portion of the  
7 mediation. And in the end the attorney that was  
8 representing Rose paid it out of his own funds.  
9 BY MR. RUSSELL:  
10 Q. Okay. Let me run a few e-mail addresses by  
11 you. Rose@blueware.net?  
12 A. That's Rose's e-mail.  
13 Q. Rose Harr?  
14 A. (Nods head.)  
15 Q. Okay. What about ngeaney@blueware.net?  
16 A. That was mine.  
17 Q. Okay. It was when you were at Blueware?  
18 A. (Nods head.)  
19 Q. What about kelly.d.geaney@gmail.com?  
20 A. That is Kelly's e-mail.  
21 Q. Okay. What about debbiecoldwell9@gmail.com?  
22 A. That was her personal when she was at Caldwell  
23 Banker.  
24 Q. Okay. And this was the realtor who you were  
25 introduced to when you first got to Melbourne?

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1 A. Who then became a Blueware employee.  
2 Q. Okay. And what about -- what did she do when  
3 she became a Blueware employee?  
4 A. God only knows.  
5 THE COURT REPORTER: What?  
6 THE WITNESS: God only knows.  
7 BY MR. RUSSELL:  
8 Q. Okay. You don't know. What about  
9 dbrigham@blueware.net?  
10 A. That's Deena and you can also send it as  
11 dedwards and it will get to the same place.  
12 Q. Okay. What about wmdupree@gmail.com?  
13 A. That is one of Matt's.  
14 Q. One of Matt Dupree's e-mails?  
15 A. (Nods head.)  
16 Q. Do you know how many others he regularly used?  
17 A. He used one off his phone that was different  
18 and then he used the Eligere Strategies one.  
19 THE COURT REPORTER: The what one?  
20 THE WITNESS: Eligere.  
21 BY MR. RUSSELL:  
22 Q. I'll show you the spelling on that. What about  
23 gwpomichter?  
24 A. That's Garrett's. He used that in regards to  
25 the ITM.

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1 Q. What about ssmith@blueware.net?  
2 A. That's the wages lady.  
3 Q. Okay. That's the Susan Smith who works for  
4 Blueware obviously?  
5 A. (Nods head.)  
6 Q. Oh, here we are. Mdupree@cfl.rr.com?  
7 A. That's the one off his phone.  
8 Q. Okay. What about vlee@csisoft.com?  
9 A. That's Victor Lee from CSI.  
10 Q. Okay. And then bluewareteam@blueware.net?  
11 A. Basically if anybody has got -- we use a system  
12 called Lotus notes and we use that to run our e-mails in  
13 the early stages and basically it's a group in there that  
14 incorporates all Blueware employees.  
15 Q. Okay. What about jroslin@spacecoastedc.org?  
16 A. That's Julie Roslin from the EDC.  
17 Q. And gweinger@spacecoastedc.org?  
18 A. Yeah.  
19 MR. RUSSELL: Let's take a couple minutes and  
20 we'll step out and I might be able to wrap this up.  
21 THE VIDEOGRAPHER: Going off the record at  
22 5:14.  
23 (A break was taken.)  
24 THE VIDEOGRAPHER: Back on the record at 5:24  
25

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<p style="text-align: center;">Page 281</p> <p>1 BY MR. RUSSELL:</p> <p>2 Q. Mr. Geaney, I'm going to ask you a few more</p> <p>3 questions and then we're going to wrap up on my end. You</p> <p>4 had said something about Mr. McDaniel using his personal</p> <p>5 e-mail address?</p> <p>6 A. Yeah. It was an AOL account that he used and</p> <p>7 sometimes I needed information and he said, oh, I can't</p> <p>8 get it from my home computer. So I would have to sit in</p> <p>9 the office and wait for him to drive from Titusville to</p> <p>10 wherever he lived to get it off his home computer to come</p> <p>11 back.</p> <p>12 And it was something to do with the internet at</p> <p>13 home and how much and I don't really know. I think he</p> <p>14 was using dial up at home or he was using an internet</p> <p>15 spur that belonged to the Clerk of the Court with, you</p> <p>16 know, like you can get like a flash drive with internet</p> <p>17 on it.</p> <p>18 Q. So there were certain records and documents and</p> <p>19 things that were kept only on his home computer and not</p> <p>20 on?</p> <p>21 A. Yeah. So Deena would send over an invoice or I</p> <p>22 would say have you had a chance to look at the invoice or</p> <p>23 the proposal and he would say it's on my home computer</p> <p>24 and I can't do that from here. So he would have to get</p> <p>25 in his car, drive over and print it off and bring it back</p>	<p style="text-align: center;">Page 283</p> <p>1 A. Yeah.</p> <p>2 Q. Okay.</p> <p>3 A. Because of the public record issues, sunshine</p> <p>4 state in Florida.</p> <p>5 Q. I just want to clarify one thing. When you</p> <p>6 were in the ITN process and the competing vendors had</p> <p>7 sent questions, inquiries about the ITN.</p> <p>8 A. Yeah.</p> <p>9 Q. And Blueware provided responses to those</p> <p>10 vendors that went back to McDaniel. Did McDaniel then</p> <p>11 forward those to the competing vendors under the guise</p> <p>12 that it was the clerk's responses?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. I had asked you I think at the</p> <p>15 beginning, it was Exhibit 1 in fact about the payment.</p> <p>16 This is not it. Yeah. And this, I'll just show you my</p> <p>17 copy. The check for \$100,000 with the bonus line or the</p> <p>18 memo line says bonus for EDC. And I think you said that</p> <p>19 you were not sure exactly what the payment was for.</p> <p>20 Do you know whether any portions of that</p> <p>21 \$100,000 were paid to someone else?</p> <p>22 A. No. That was after I went. Matt and --</p> <p>23 Matt -- the bonus or the commissions from the scanning</p> <p>24 contract and the EDC were \$150,000. So it doesn't match.</p> <p>25 So I knew there was a bonus, but I thought it was</p>
<p style="text-align: center;">Page 282</p> <p>1 to the Clerk of the Court and then talk to me about it.</p> <p>2 Q. Was it Mitch Needelman who required him to keep</p> <p>3 certain things on his home computer?</p> <p>4 A. Yeah, it came -- it was a directive that came</p> <p>5 through Mitch through Renee McGrory to use I think -- I'm</p> <p>6 pretty sure it was an AOL account because I know that not</p> <p>7 many people use AOL anymore and it was a personal e-mail</p> <p>8 from there.</p> <p>9 Q. What about Mitch Needelman, did he also use his</p> <p>10 personal e-mail?</p> <p>11 A. He -- yeah, he did and there's a number of</p> <p>12 reasons -- it was strange. He didn't do e-mails. So</p> <p>13 Renee looked after all his e-mails, opened his e-mails</p> <p>14 and had them at the office and Joan did it from home. So</p> <p>15 he didn't really use e-mail. And they were printed off.</p> <p>16 So it was pretty much --</p> <p>17 Q. His wife did it from home, is that what you</p> <p>18 said?</p> <p>19 A. Yeah, his wife did it from home.</p> <p>20 Q. What about Renee, did she use her personal</p> <p>21 e-mail as well?</p> <p>22 A. Yeah, as well as Gager and Campbell.</p> <p>23 Q. So any time they were talking to you about</p> <p>24 scanning contracts, IT consultancy, it was always using</p> <p>25 personal e-mail?</p>	<p style="text-align: center;">Page 284</p> <p>1 \$150,000 not 100 and that was after I finished at</p> <p>2 Blueware the actual payment was made. So I would only be</p> <p>3 surmising where that came from.</p> <p>4 Q. Okay. You had described a realtor, a male</p> <p>5 realtor earlier in your testimony and you didn't recall</p> <p>6 his name.</p> <p>7 A. Mike Jaffe.</p> <p>8 Q. Oh. And what was Mr. Jaffe's involvement?</p> <p>9 A. He was the commercial guy out of Caldwell</p> <p>10 Banker for commercial properties and he was a bit of a --</p> <p>11 a bit of a hustler. I didn't like him very much, so I</p> <p>12 used to wind him up.</p> <p>13 Q. You wound him up?</p> <p>14 A. Yeah.</p> <p>15 Q. In what respect?</p> <p>16 A. I used to just tell him that I was going to go</p> <p>17 and sign with somebody else if he annoyed me anymore</p> <p>18 because he was very aggressive. He was representing the</p> <p>19 Osler building along River -- Riverview. If you pull out</p> <p>20 of -- come over the Melbourne bridge and turn right and</p> <p>21 you drive and you got Holmes going that way and then you</p> <p>22 got the Osler building going there, he wanted me to rent</p> <p>23 two of the floors there 12,000 square feet and he wanted</p> <p>24 something like \$30 a square foot for it in 2012 where</p> <p>25 there was buildings vacant all over the place and it was</p>

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<p style="text-align: right;">Page 285</p> <p>1 like. And he was trying to sell it that there were  2 medical companies below and all that. But it needed  3 major restructure. It didn't fit for us to bring  4 scanning up four flights of stairs and escalate, it  5 didn't make any sense. So that was never an answer and  6 used to just...</p> <p>7 Q. Did he ever try to get you to build or lease on  8 Melbourne Airport property?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. How did that conversation go?</p> <p>11 A. It didn't.</p> <p>12 Q. Okay.</p> <p>13 A. You'll find that I'm quite like this where I'm  14 reasonably blunt, I don't like stuff, we're not doing it.  15 The incentives from within the city, the airport -- the  16 airport sits on a different realm, so it wouldn't have  17 been the incentive to come from there. Blueware wanted  18 to be in the medical and the downtown district walking.  19 Where the building where they did it, I don't know  20 eventually, but that was one of the criteria. So he got  21 shortchanged very, very quickly.</p> <p>22 Q. That's about all I have for now. I just want  23 to ask you have -- have you ever met me before this  24 deposition?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 287</p> <p>1 Q. But never met with before today?</p> <p>2 A. No.</p> <p>3 Q. How about any other attorneys with the Gray  4 Robinson firm that we're here at who represent the Clerk  5 of the Court in this litigation, have you ever spoken to  6 them before?</p> <p>7 A. Not unless they used to work at the sister  8 associates that I know about, but never in regards to  9 this legal battle.</p> <p>10 Q. Mr. Scott Ellis, the current Brevard County  11 Clerk of the Circuit Court who is here today, have you  12 seen him before today?</p> <p>13 A. Yes.</p> <p>14 Q. Have you met him before today?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. Have you spoken to him before today?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. How many times?</p> <p>19 A. Loads.</p> <p>20 Q. Okay. Those loads of times you've spoken to  21 him, have some of those been in person?</p> <p>22 A. One before today I think.</p> <p>23 Q. And other times by telephone?</p> <p>24 A. Yep.</p> <p>25 Q. And e-mail?</p>
<p style="text-align: right;">Page 286</p> <p>1 Q. Have you ever talked to me before this  2 deposition?</p> <p>3 A. No. I think I spoke to that gentleman on one  4 occasion to talk about the deposition, schedule the  5 deposition.</p> <p>6 Q. To schedule?</p> <p>7 MR. JACOBUS: Curt.</p> <p>8 A. Yeah. And it was for about 30 seconds.</p> <p>9 MR. RUSSELL: Okay. All right. I think that's  10 all I have for now.</p> <p>11 CROSS EXAMINATION</p> <p>12 BY MR. BERNBAUM:</p> <p>13 Q. Okay. I have some questions. Mr. Geaney, let  14 me pick up right where Mr. Russell left off. So prior to  15 him taking your deposition today, you had never met  16 Mr. Russell?</p> <p>17 A. No.</p> <p>18 Q. And never spoken to him by phone?</p> <p>19 A. No.</p> <p>20 Q. Or e-mail?</p> <p>21 A. No.</p> <p>22 Q. And Mr -- I think you were referring to Curt  23 Jacobus, who is his colleague here you spoke to one time  24 by phone?</p> <p>25 A. Yeah, for scheduling.</p>	<p style="text-align: right;">Page 288</p> <p>1 A. Very rarely.</p> <p>2 Q. Okay. But mostly telephone?</p> <p>3 A. Yeah.</p> <p>4 Q. Okay. How many times would you think you've  5 spoken to Mr. Ellis before today?</p> <p>6 A. 15, 20 maybe.</p> <p>7 Q. Okay. And what were the reasons you -- strike  8 that. Do you remember the first time you spoke to  9 Mr. Ellis?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. When?</p> <p>12 A. End of June, beginning of July 2012.</p> <p>13 Q. Okay. So within a couple of weeks or so of  14 when your employment ended with Blueware; correct?</p> <p>15 A. A month.</p> <p>16 Q. Okay. Within a month or so of when your  17 employment ended with Blueware?</p> <p>18 A. Yeah.</p> <p>19 Q. Never prior to that?</p> <p>20 A. No.</p> <p>21 Q. You knew who he was before that; right?</p> <p>22 A. Yep.</p> <p>23 Q. Okay. And did you initiate contact with  24 Mr. Ellis or did he initiate contact with you at the end  25 of June or beginning of July of 2012?</p>

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1 A. It was Facebook request from Mr. Ellis or one  
2 of his representatives, I can't quite remember.  
3 Q. Okay.  
4 A. From Scott and then we went back through Tyler  
5 to talk I think because you couldn't get ahold of Scott.  
6 Q. Okay. So do you believe that -- even if it was  
7 a Facebook friend request, do you believe that the  
8 contact was issued by Mr. Ellis?  
9 A. It wasn't a friend request.  
10 Q. Okay. Let me restate my question then. Was  
11 the contact initiated by Mr. Ellis or was it initiated by  
12 you to him?  
13 A. By Mr. Ellis.  
14 Q. Okay. Was it through Facebook?  
15 A. Yes.  
16 Q. All right. Was it in a Facebook communication  
17 like you post on someone's wall or you have a private?  
18 A. It was a post. I don't do Facebook, it was on  
19 Kelly's.  
20 Q. On what?  
21 A. On my wife's Facebook.  
22 Q. Oh, your wife's Facebook?  
23 A. Yep.  
24 Q. Thank you. So Mr. Ellis made contact with you  
25 through your wife's Facebook?

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1 A. Yep.  
2 Q. Got it. And do you remember what his initial  
3 contact was?  
4 A. Not word for word, but pretty much.  
5 Q. Okay. Tell me what you remember.  
6 A. It was I hear you're not with Blueware anymore.  
7 I had a shaky response when I asked Rose why do you  
8 want -- are you free to talk.  
9 Q. Okay. At this point, and I apologize I don't  
10 remember, when was -- do you recall when it was that  
11 Mr. Ellis -- when the election took place that he became  
12 the Clerk of the Court again?  
13 A. November.  
14 Q. Of 2012?  
15 A. Yeah.  
16 Q. Okay. Yes?  
17 A. Yeah.  
18 Q. Okay. And so this contact we're talking about  
19 that he initiated through your wife's Facebook was before  
20 that time?  
21 A. Yes.  
22 Q. But was during the time when the campaign was  
23 ongoing?  
24 A. Yeah, it was in the early stages of the  
25 primary.

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1 Q. Okay. So your recollection of that -- strike  
2 that. When he reached out through your wife's Facebook,  
3 did you then pick up the phone and talk to him?  
4 A. Did nothing for a week.  
5 Q. Okay. No response at all to his inquiry about,  
6 hey, I heard you're not at Blueware anymore?  
7 A. Did nothing for a week.  
8 Q. Right. Was there anything else about his  
9 inquiry other than what you've told me?  
10 A. No.  
11 Q. Okay. And what did you do in a week?  
12 A. I sent it to Campbell and Needelman and told  
13 them to settle and pay me or I was going to talk to him.  
14 Q. Okay. So at that point you had -- well, let me  
15 back up. When you say settle, are you referring to the  
16 pending litigation you had in Michigan or something else?  
17 A. I hadn't litigated or done that at that point.  
18 I told them what I wanted to go away and be quiet.  
19 Q. So there was -- when you said settle, you  
20 weren't referring to a specific, pending court case?  
21 A. Nothing pending, verbal negotiations between  
22 Smith & Associates, Rose Harr and myself.  
23 Q. When you said settle, you were referring to  
24 settle some money you thought you were due?  
25 A. Yes.

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1 Q. Okay. And the people you thought you were due  
2 the money from were Ms. Harr -- can you tell me all the  
3 people or entities?  
4 A. Blueware.  
5 Q. Okay. And how much money is it that you had  
6 asked for at that time?  
7 A. The commission from the contracts and some back  
8 salary, about 300 grand.  
9 Q. Okay. Yeah, I think earlier in the testimony  
10 you had said about \$325,000.  
11 A. That came later when it was done through the  
12 litigation.  
13 Q. Okay.  
14 A. The numbers were rounded up.  
15 Q. All right. But are we talking about the same?  
16 A. Yes.  
17 Q. Money you felt you were due?  
18 A. Yes.  
19 Q. Okay. So it was money you felt you were due  
20 for compensation from Blueware?  
21 A. Yeah.  
22 Q. That included back wages and/or back  
23 commissions?  
24 A. Yes.  
25 Q. All right. How long after Mr. Ellis reached

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<p style="text-align: center;">Page 293</p> <p>1 out to you through your wife's Facebook did you contact</p> <p>2 the Blueware people to see about settling?</p> <p>3 A. I was already in the negotiations with them,</p> <p>4 right.</p> <p>5 Q. Okay.</p> <p>6 A. I sent them the next day the -- a photo shop of</p> <p>7 Scott's request.</p> <p>8 Q. Okay. And Scott's request being where he was</p> <p>9 seeking out or, I'm sorry, was asking you, hey, I heard</p> <p>10 you're not still employed by Blueware?</p> <p>11 A. Yes.</p> <p>12 Q. So within 24 hours you sent that?</p> <p>13 A. Yes.</p> <p>14 Q. And you said what?</p> <p>15 A. Basically if you're not going to talk to me and</p> <p>16 settle with me, do you want me to talk to him.</p> <p>17 Q. Okay. And then you mentioned earlier in</p> <p>18 response to Mr. Russell's questions I guess discussions</p> <p>19 back and forth you had with them?</p> <p>20 A. With -- initially with Blueware through Smith &amp;</p> <p>21 Associates in Florida and then through King &amp; King and</p> <p>22 Honigman's in Michigan.</p> <p>23 Q. Okay. And then in about a week you reached out</p> <p>24 and spoke to Mr. Ellis?</p> <p>25 A. Yep.</p>	<p style="text-align: center;">Page 295</p> <p>1 helping Scott with his campaign.</p> <p>2 Q. Okay. Did you understand him to have a</p> <p>3 specific role?</p> <p>4 A. No.</p> <p>5 Q. Okay. Did you try to reach out to Mr. Ellis</p> <p>6 directly before you reached out to Mr. Winik?</p> <p>7 A. Can't remember. I wouldn't have done it, it</p> <p>8 would have been Kelly. I don't have Facebook.</p> <p>9 Q. Kelly being your wife?</p> <p>10 A. Yes.</p> <p>11 Q. Well, Kelly could have reached out to Mr. Ellis</p> <p>12 through Mr. Winik at your direction, correct, through her</p> <p>13 Facebook?</p> <p>14 A. She could have done.</p> <p>15 Q. Okay. So the contact that you or your wife</p> <p>16 made, was it through Facebook?</p> <p>17 A. No. I got telephone number from Tyler to phone</p> <p>18 Scott.</p> <p>19 Q. Okay. Who got -- how did you or your wife get</p> <p>20 the telephone number from Tyler Winik? Was it a response</p> <p>21 to Facebook, an e-mail?</p> <p>22 A. I think so. I think it came from Facebook.</p> <p>23 Q. Okay. Do you know if at that time you or your</p> <p>24 wife had corresponded with Mr. Winik through Facebook?</p> <p>25 A. No, not at that point.</p>
<p style="text-align: center;">Page 294</p> <p>1 Q. So to jump ahead, is it fair to say that</p> <p>2 whatever took place in that seven day period, you did not</p> <p>3 reach an agreement that was satisfactory to you?</p> <p>4 A. Yep.</p> <p>5 Q. Okay.</p> <p>6 A. Actually I didn't reach out to Scott, I</p> <p>7 spoke -- I sent a message to Tyler I believe, Winik.</p> <p>8 Q. Okay. And that was in about a week?</p> <p>9 A. A week, ten days. It was the last two days</p> <p>10 before the 4th of July weekend when I moved back to</p> <p>11 Michigan.</p> <p>12 Q. Okay. Tyler Winik is one of the gentlemen that</p> <p>13 is here today?</p> <p>14 A. Yes.</p> <p>15 Q. Was he copied on the Facebook e-mail I'll call</p> <p>16 it from Mr. Ellis to your wife?</p> <p>17 A. I wouldn't --</p> <p>18 Q. Or how was it that you knew who Mr. Winik was?</p> <p>19 A. I knew who Mr. Winik was from when I worked at</p> <p>20 Blueware and I knew he was working with Scott in the</p> <p>21 campaign.</p> <p>22 Q. Okay. What did you understand his role to be</p> <p>23 back at the time you knew him as someone with Mr. Ellis'</p> <p>24 campaign?</p> <p>25 A. He was a supporter of Mr. Ellis that was</p>	<p style="text-align: center;">Page 296</p> <p>1 Q. Okay. Do you know how your wife found</p> <p>2 Mr. Winik through Facebook?</p> <p>3 A. Like everybody else, search.</p> <p>4 Q. They hadn't had contact before?</p> <p>5 A. No.</p> <p>6 Q. All right. So about a week after Mr. Ellis</p> <p>7 reached out to you through your wife's Facebook, you or</p> <p>8 your wife on your behalf reached out to Mr. Winik and got</p> <p>9 Mr. Ellis' phone number?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And then in about that same week after</p> <p>12 the initial contact did you have a phone discussion with</p> <p>13 Mr. Ellis?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. And did you discuss the circumstances of</p> <p>16 the Blueware contract with the Clerk of the Court,</p> <p>17 Mr. Needelman, at that time as you've testified here</p> <p>18 today?</p> <p>19 A. No.</p> <p>20 Q. Okay. Well, what did you discuss?</p> <p>21 A. Meeting before I went back to Michigan.</p> <p>22 Q. Okay. So at that point you were still in</p> <p>23 Brevard County?</p> <p>24 A. Yes.</p> <p>25 Q. All right. And did you set up a time to meet?</p>

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<p style="text-align: right;">Page 297</p> <p>1 A. Yes.</p> <p>2 Q. All right. And when did you meet, how long</p> <p>3 after?</p> <p>4 A. 9:00 on that Friday evening that I phoned him.</p> <p>5 Q. Okay. So the same day?</p> <p>6 A. Yep.</p> <p>7 Q. So we're about -- still about seven days, eight</p> <p>8 days after Mr. Ellis' initial contract?</p> <p>9 A. Yep.</p> <p>10 Q. Yes?</p> <p>11 A. Yes.</p> <p>12 Q. All right. And where did you meet?</p> <p>13 A. At my house in Malabar.</p> <p>14 Q. Okay. And who was there, if anybody, besides</p> <p>15 you and Mr. Ellis?</p> <p>16 A. Kelly and a newborn of two weeks and an 18</p> <p>17 month old.</p> <p>18 Q. Okay. Your wife and your two children?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. Any other adults other than your wife?</p> <p>21 A. No.</p> <p>22 Q. Did your wife sit in or overhear --</p> <p>23 A. My --</p> <p>24 Q. -- the discussion you had with Mr. Ellis?</p> <p>25 A. I think my mom was in bed.</p>	<p style="text-align: right;">Page 299</p> <p>1 had a newborn, so she was up and down the stairs.</p> <p>2 Q. Okay. How long did you meet with Mr. Ellis on</p> <p>3 that first time?</p> <p>4 A. A couple of hours.</p> <p>5 Q. And what did you discuss? And at this time I'm</p> <p>6 just asking about the general topic if you remember.</p> <p>7 A. We discussed basically the first thing that we</p> <p>8 talked about was Scott told me how that he had heard</p> <p>9 different reasons from Rose and Blueware why I wasn't</p> <p>10 there anymore.</p> <p>11 Q. Okay.</p> <p>12 A. And that he said it was shaky in the response</p> <p>13 that he had got and he hadn't got a clear picture of a</p> <p>14 reason why I wasn't there so.</p> <p>15 Q. You told him why you thought you weren't there</p> <p>16 anymore?</p> <p>17 A. Not at that point.</p> <p>18 Q. Okay.</p> <p>19 A. I left it and listened to what he got to say</p> <p>20 for a while and just smiled and listened. Then he asked</p> <p>21 me about the public records request because he -- he had</p> <p>22 seen it. You know, at that point I didn't know Scott</p> <p>23 Ellis apart from being told he was a crazy man by</p> <p>24 Needelman. So I was basically listening to what he had</p> <p>25 to say, listening to his version of events that happened</p>
<p style="text-align: right;">Page 298</p> <p>1 Q. Okay.</p> <p>2 A. From England, I think she was still there.</p> <p>3 Q. Okay. What is your mother's name?</p> <p>4 A. Maureen.</p> <p>5 Q. Same last name?</p> <p>6 A. Yeah, Geaney. So she was -- she wouldn't have</p> <p>7 heard anything, but she was in bed.</p> <p>8 Q. Okay. So just --</p> <p>9 A. If she was there.</p> <p>10 Q. I'm sorry to interrupt you. Just so the record</p> <p>11 is clear, your mother even at that time in June or July</p> <p>12 of 2012 was still a full time resident of the United</p> <p>13 Kingdom?</p> <p>14 A. Yes.</p> <p>15 Q. But around that same time was visiting you?</p> <p>16 A. Yes.</p> <p>17 Q. May have been present, but didn't sit in on any</p> <p>18 discussion?</p> <p>19 A. Yep.</p> <p>20 Q. How about your wife, did she sit in on the</p> <p>21 discussion?</p> <p>22 A. Backwards and forwards cause the kids were</p> <p>23 crying.</p> <p>24 Q. I'm sorry?</p> <p>25 A. Backwards and forwards cause the kids -- she</p>	<p style="text-align: right;">Page 300</p> <p>1 over the last 18 months.</p> <p>2 Q. Okay.</p> <p>3 A. And I quite liked him when I met him. We had a</p> <p>4 couple cups of coffee and I told him that I was going</p> <p>5 back to Michigan and I was going to start to take action</p> <p>6 against Blueware. And he said any way that he can help</p> <p>7 us, that he would. And I said, well, I suppose at that</p> <p>8 point I've got to sort of agree to participate. And --</p> <p>9 and I started to help Scott with what I knew around the</p> <p>10 contracts, filling in the gaps that he didn't have. He</p> <p>11 had most of the information around the contracts. He had</p> <p>12 gathered that information from within the clerk's office.</p> <p>13 I couldn't tell him much that he didn't really know.</p> <p>14 Q. What was your understanding as to why he wanted</p> <p>15 to know about the contracts at that point given that he</p> <p>16 wasn't -- that the election was still ongoing?</p> <p>17 A. I think there's a number -- I think there's a</p> <p>18 number of reasons. One --</p> <p>19 Q. I'm sorry to interrupt you, but just so I make</p> <p>20 my question clear, tell me what he told you about why he</p> <p>21 wanted to know, not what you suppose are the reasons.</p> <p>22 A. He didn't tell me why.</p> <p>23 MR. RUSSELL: Objection to form.</p> <p>24 BY MR. BERNBAUM:</p> <p>25 Q. Okay. So you don't know for sure -- he didn't</p>

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<p style="text-align: right;">Page 301</p> <p>1 tell you why he wanted to know?</p> <p>2 A. No. He just said that they were -- well, he</p> <p>3 did actually, I apologize, he said that they were</p> <p>4 scamming bastards and he wanted to basically see them all</p> <p>5 in jail.</p> <p>6 Q. Okay. Did he tell you who he was referring to?</p> <p>7 A. Needelman, Campbell, Rose Harr.</p> <p>8 Q. Okay.</p> <p>9 A. And Dupree.</p> <p>10 Q. Okay. Anybody else other than those four?</p> <p>11 A. No, I don't think he went into it too much.</p> <p>12 Q. Okay. Other than -- strike that. You've told</p> <p>13 me about some things Mr. Ellis shared with you and told</p> <p>14 you and that you did some listening and told him you had</p> <p>15 to go back to Michigan.</p> <p>16 Other than maybe filling in some general gaps</p> <p>17 about the contract between or contract between Blueware</p> <p>18 or BlueGem or Roseware and the clerk, did you give him</p> <p>19 any information?</p> <p>20 A. No, not at that point.</p> <p>21 Q. Okay. And did you go back to Michigan the next</p> <p>22 day?</p> <p>23 A. No, I went on about three days later. I went</p> <p>24 over the 4th of July weekend.</p> <p>25 Q. When is the next time you spoke to Mr. Ellis?</p>	<p style="text-align: right;">Page 303</p> <p>1 whatever you told him with regard to the dealings between</p> <p>2 Mr. Needelman and yourself and Mr. Dupree?</p> <p>3 A. Because it was actually election and the</p> <p>4 settlement point had finished. Then, yeah, it was</p> <p>5 obvious that what I told him because it was after the</p> <p>6 election date.</p> <p>7 Q. Okay. Well, you didn't tell him when you first</p> <p>8 talked to him by phone?</p> <p>9 A. No.</p> <p>10 Q. Or when you first talked to him at your house</p> <p>11 in Melbourne; right?</p> <p>12 A. We spoke about -- we talked about the contracts</p> <p>13 a little bit. And the bits that I told him, he already</p> <p>14 knew.</p> <p>15 Q. Yeah.</p> <p>16 A. Then we talked a little bit about information</p> <p>17 that he was gathering for his election and I was using</p> <p>18 that in my campaign. We talked about the private and the</p> <p>19 public records request and why I requested them. Then</p> <p>20 the rest of the stuff that came at about the election</p> <p>21 point. On the Friday before the election, I sent an</p> <p>22 e-mail to the press.</p> <p>23 Q. Okay. The Friday -- tell me about what date</p> <p>24 you're referring to.</p> <p>25 A. Something -- I think the election primary was</p>
<p style="text-align: right;">Page 302</p> <p>1 A. Probably around mid July.</p> <p>2 Q. Okay. When was the first time that you told</p> <p>3 Mr. Ellis the substance of what you've testified to today</p> <p>4 with regard to certain meetings you had with</p> <p>5 Mr. Needelman and Mr. Dupree and Mr. Needelman's</p> <p>6 campaign?</p> <p>7 A. From about that point didn't do anything really</p> <p>8 too much until the election because I was still trying to</p> <p>9 settle out of Michigan. In August, the primary election,</p> <p>10 not the November election.</p> <p>11 Q. Okay. So was it after the August primary</p> <p>12 portion that you first told Mr. Ellis?</p> <p>13 A. I told him a few bits before, but I kept enough</p> <p>14 for me to still be in a strong position when I was</p> <p>15 negotiating with Blueware.</p> <p>16 Q. Okay. Was it only after you decided that you</p> <p>17 weren't going to be able to reach an agreement to get the</p> <p>18 money you felt you were due from Blueware that you went</p> <p>19 ahead and told Mr. Ellis what you thought was everything</p> <p>20 that had happened?</p> <p>21 A. I didn't tell him anything. I never tell</p> <p>22 anybody everything.</p> <p>23 Q. Okay. Was it only after you felt that your</p> <p>24 chances of an amicable and relatively quick settlement</p> <p>25 with Blueware had expired that you told Mr. Ellis</p>	<p style="text-align: right;">Page 304</p> <p>1 on the 13th of August and I sent it on the 11th or the</p> <p>2 10th.</p> <p>3 Q. I will -- let me ask this question, and I</p> <p>4 should know it, but I don't, I don't recall if the</p> <p>5 clerk's office here in Brevard was a -- if there was a</p> <p>6 primary for the clerk and if Mr. Needelman and Mr. Ellis</p> <p>7 are the same political party.</p> <p>8 A. Yes, they are.</p> <p>9 Q. Okay. So the contest between Mr. Ellis and</p> <p>10 Mr. Needelman at least themselves was determined at the</p> <p>11 primary process part in August not in the general</p> <p>12 election?</p> <p>13 A. No, no.</p> <p>14 Q. Okay.</p> <p>15 A. Because Dupree put a write in for the</p> <p>16 democratic party I think. Like I said before, I don't</p> <p>17 exactly understand how that -- no. Yes, it was.</p> <p>18 Needelman and Dupree's -- Needelman and Scott Ellis'</p> <p>19 fight I think was fought out at the primary stage. Scott</p> <p>20 still wasn't named Clerk of the Court because there was a</p> <p>21 write in for the democratic party.</p> <p>22 Q. Let me ask it better and I apologize. After</p> <p>23 Scott Ellis became the Clerk the Court in November of</p> <p>24 2012, was it after that time --</p> <p>25 A. No, before.</p>

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<p style="text-align: right;">Page 305</p> <p>1 Q. Let me just finish the question. Was it after 2 that time that you first told him that you felt that 3 money was paid to Blueware and diverted -- 4 A. No. 5 Q. -- to Mitch Needelman's campaign? 6 A. No. I put it in an e-mail press release that I 7 sent to Scott Ellis around the primary time in August. 8 Q. Okay. Was that the press release that you also 9 sent to other news publications as well? 10 A. Yeah. 11 Q. Okay. That was a press release that you made 12 after you told Blueware that if I -- let me just finish 13 my question, sir. That if I don't get my \$325,000 that 14 I'm due for wages and other money due, I'm going to go 15 forward with what I know and tell the presses? Is that 16 the same press release we're talking about? 17 A. Yes, it is. 18 Q. Thank you. 19 A. But -- 20 Q. Hold on, I'm going to ask you another question 21 in a minute. If you can just answer my questions and not 22 explain unless I ask you to. Thank you. Okay. So how 23 many times do you think total you talked to Mr. Ellis in 24 person? 25 A. Two.</p>	<p style="text-align: right;">Page 307</p> <p>1 the deposition today at last night's dinner? 2 A. Whether Rose would be here. 3 Q. Okay. 4 A. And whether there would be some people from HP 5 or different people being here. 6 Q. Okay. Did they have any discussions with you 7 about what they expected you to be asked by their 8 attorney? 9 A. They were very careful in not telling me what 10 questions would be asked today. 11 Q. Did they have any discussion about what they 12 expected their lawyer would ask you? 13 A. No, not really. 14 Q. How about before dinner last night, when was 15 the last time you met with Mr. Ellis in person? 16 A. In person? 17 Q. Yes. 18 A. That night. 19 Q. I'm sorry, when was the last time you spoke 20 with Mr. Ellis before last night? 21 A. A couple of months ago. 22 Q. Now that you've talked to Mr. Winik more than 23 once, what is your understanding of what his role is with 24 the current Brevard County Clerk of the Court? 25 A. He works on some audit board.</p>
<p style="text-align: right;">Page 306</p> <p>1 Q. Okay. But I think did I understand about 2 including the in person times and by phone about 15 or 3 so? 4 A. Yes. 5 Q. All right. Before today, when is the most 6 recent time? 7 A. Last night. 8 Q. Okay. Was that about today's deposition? 9 A. Very little. It was more about a Japanese 10 restaurant that we went to with a group of people. 11 Q. Okay. You went and had dinner with him? 12 A. Yep. 13 Q. Who else went? 14 A. Two guys that I never met before and Keith Fitz 15 or somebody and Rachel and Tyler. 16 Q. Okay. And by Tyler and Rachel, you mean Tyler 17 Winik and Rachel Sadoff who are here today? 18 A. Yes. 19 Q. Was it just a friendly get together or was 20 there some purpose to the dinner? 21 A. It was a friendly get together. 22 Q. Okay. And did you talk about today's 23 deposition? 24 A. A little bit. 25 Q. Okay. What did you talk about with regard to</p>	<p style="text-align: right;">Page 308</p> <p>1 Q. Okay. Is he an employee of the Clerk of the 2 Court to the best of -- if you know? 3 A. Yes. 4 Q. Okay. And other than maybe when you first got 5 Mr. Ellis' phone number from Mr. Winik back in June or 6 July of 2012 and at dinner last night, how many other 7 times have you spoken to him? 8 A. A few around the initial schedule of the 9 deposition when it was canceled for the weather, when we 10 couldn't get down about two or three weeks ago. 11 Q. Okay. 12 A. A couple of occasions he's asked me if we 13 had -- if I had specific pieces of paperwork. I think 14 Kelly may have sent him a couple of things. 15 Q. Kelly your wife? 16 A. Yeah. 17 Q. Okay. And Ms. Sadoff, other than yesterday at 18 dinner, other times you've spoken to her? 19 A. No. 20 Q. And how about Mr. McBride who is here today, 21 have you met him before? 22 A. No. 23 Q. Have you spoken to him before to the best of 24 your knowledge? 25 A. No.</p>

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<p style="text-align: right;">Page 309</p> <p>1 Q. No?</p> <p>2 A. No.</p> <p>3 Q. Okay. I think Mr. Russell asked you about or</p> <p>4 maybe as part of a question he mentioned a deposition you</p> <p>5 gave before in your -- was that in your case where you</p> <p>6 sued Roseware in Michigan?</p> <p>7 A. Blueware.</p> <p>8 Q. Blueware I'm sorry I meant.</p> <p>9 A. Yes.</p> <p>10 Q. And that was the lawsuit that was in Michigan?</p> <p>11 A. Yes.</p> <p>12 Q. That you were -- that mentioned earlier that</p> <p>13 you settled?</p> <p>14 A. Yes.</p> <p>15 Q. Yes?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. And do you recall when your deposition</p> <p>18 was taken?</p> <p>19 A. February or March.</p> <p>20 Q. Of 2013?</p> <p>21 A. Yes.</p> <p>22 Q. Okay.</p> <p>23 A. Yes.</p> <p>24 Q. Yes?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 311</p> <p>1 A. Yes.</p> <p>2 Q. And the deposition that was taken on that day,</p> <p>3 were those questions asked at least in large part by</p> <p>4 Blueware's lawyer?</p> <p>5 A. Yes, Stephen King.</p> <p>6 Q. Okay. And in that particular case, other than</p> <p>7 that deposition, did you give any other sworn testimony?</p> <p>8 Was there ever any other occasion in that lawsuit we're</p> <p>9 talking about in Michigan where you gave sworn testimony</p> <p>10 other than that deposition?</p> <p>11 A. No.</p> <p>12 Q. Whether it be a second deposition or a trial?</p> <p>13 A. No.</p> <p>14 Q. Okay. Have you ever been deposed before other</p> <p>15 than that instance and the one we're here today?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. How many times?</p> <p>18 A. Once.</p> <p>19 Q. And when was that?</p> <p>20 A. 2011 or '12, '11.</p> <p>21 Q. Okay. And where was that?</p> <p>22 A. At King, King &amp; King law office in Cadillac,</p> <p>23 Michigan.</p> <p>24 Q. Okay. What were the circumstances of that</p> <p>25 deposition?</p>
<p style="text-align: right;">Page 310</p> <p>1 Q. Other than -- and I'm sorry, where was that?</p> <p>2 A. It was taken at Haslim law office in Grand</p> <p>3 Rapids, Michigan.</p> <p>4 Q. Okay. And is that your attorney?</p> <p>5 A. Yes.</p> <p>6 Q. And what was your attorney's name?</p> <p>7 A. Mike Haslim.</p> <p>8 Q. H-A-S-L-I-M?</p> <p>9 A. Yes.</p> <p>10 Q. And Mr. Haslim does -- either did or maybe</p> <p>11 still does represent you in that cause of action you</p> <p>12 brought in Michigan?</p> <p>13 A. Yes.</p> <p>14 Q. Against Blueware?</p> <p>15 A. Yeah. And other things that I do. He's my</p> <p>16 attorney.</p> <p>17 Q. Okay. But I'm only asking about with that</p> <p>18 matter.</p> <p>19 A. Yeah.</p> <p>20 Q. Was that lawsuit filed with the state or</p> <p>21 federal court, if you know?</p> <p>22 A. State.</p> <p>23 Q. And in what county in Michigan?</p> <p>24 A. Wexford.</p> <p>25 Q. Is that where Cadillac is?</p>	<p style="text-align: right;">Page 312</p> <p>1 A. It was I was deposed as COO of Blueware in the</p> <p>2 case of Cathy Billingsley by Mark Haslim who was her</p> <p>3 lawyer at the time.</p> <p>4 Q. Okay.</p> <p>5 THE VIDEOGRAPHER: Two minutes.</p> <p>6 BY MR. BERNBAUM:</p> <p>7 Q. Okay. Just so we're clear, is that</p> <p>8 Ms. Billingsley who you mentioned before was a chief</p> <p>9 marketing officer for about a nine day period for</p> <p>10 Blueware?</p> <p>11 A. Yeah.</p> <p>12 Q. And at the time your deposition was taken in</p> <p>13 2011, you were still employed by Blueware?</p> <p>14 A. Yes.</p> <p>15 Q. And your -- you gave a deposition testimony as</p> <p>16 a witness or a corporate representative?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. Later after you left you hired the same</p> <p>19 lawyer?</p> <p>20 A. Oh, yeah.</p> <p>21 Q. Okay. And later your lawsuits weren't</p> <p>22 together, but they were mediated the same day?</p> <p>23 A. Yes.</p> <p>24 Q. Yes, they were?</p> <p>25 A. Yeah. They were mediated the same day.</p>

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<p style="text-align: right;">Page 313</p> <p>1 MR. BERNBAUM: Okay. You want to switch now?</p> <p>2 THE VIDEOGRAPHER: This is the end of media</p> <p>3 number five, we're going off the record at 5:55.</p> <p>4 (A break was taken.)</p> <p>5 THE VIDEOGRAPHER: Back on the record at 5:56,</p> <p>6 beginning of media number six.</p> <p>7 BY MR. BERNBAUM:</p> <p>8 Q. You've told me about three occasions where</p> <p>9 you've given deposition testimony in three different</p> <p>10 cases. Any other time where you've ever given sworn</p> <p>11 deposition testimony?</p> <p>12 A. No, not that I recall.</p> <p>13 Q. Any other time where you've given sworn</p> <p>14 testimony even if at trial or a hearing other than the</p> <p>15 depositions?</p> <p>16 A. No.</p> <p>17 Q. Okay. You gave a statement to the federal --</p> <p>18 I'm sorry, the Florida Department of Law Enforcement</p> <p>19 about some of the information you've testified here to;</p> <p>20 correct?</p> <p>21 A. Yeah.</p> <p>22 Q. And according to my records, that statement was</p> <p>23 given on or about May 8th of 2013. Does that sound right</p> <p>24 to you?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 315</p> <p>1 enforcement about the subject matter of what you</p> <p>2 testified today, whether it be the state attorney's</p> <p>3 office, FDLE, Florida attorney general or anybody?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. Who else?</p> <p>6 A. An investigator came up to Michigan to meet</p> <p>7 with me named Mark Mitchell and he came with a special</p> <p>8 agent, and I don't know who his name was, and he had a</p> <p>9 complaint made about Blueware from a Matt Ni, Ni and he</p> <p>10 came because he was told that I would probably know a lot</p> <p>11 about it.</p> <p>12 Q. All right. Let me break that down, I'm not</p> <p>13 sure I understood. Did you say the gentleman's name was</p> <p>14 Mark Mitchell?</p> <p>15 A. He was the FDLE, yes, investigator for FDLE.</p> <p>16 Q. And he came up to Cadillac, Michigan?</p> <p>17 A. Yes.</p> <p>18 Q. When?</p> <p>19 A. July, July/August of 2012.</p> <p>20 Q. 2012?</p> <p>21 A. Yeah.</p> <p>22 Q. Okay. So a month or two, maybe a little more</p> <p>23 after you stopped working at Blueware?</p> <p>24 A. Yes.</p> <p>25 Q. But well prior to your statement to FDLE in</p>
<p style="text-align: right;">Page 314</p> <p>1 Q. Okay.</p> <p>2 A. And that was sworn testimony.</p> <p>3 THE COURT REPORTER: That was what?</p> <p>4 BY MR. BERNBAUM:</p> <p>5 Q. That was?</p> <p>6 A. Yes.</p> <p>7 Q. I'm sorry. I was looking down. That was sworn</p> <p>8 testimony?</p> <p>9 A. Yes, I was at the state attorney's office. I</p> <p>10 apologize, I thought you were talking civil.</p> <p>11 Q. I was. Just following the question. You</p> <p>12 answered. Okay. So that was a statement that was sworn</p> <p>13 under oath that you gave to a representative of the state</p> <p>14 attorney's office and/or FDLE; correct?</p> <p>15 A. Yeah.</p> <p>16 Q. All right. Have you ever reviewed the</p> <p>17 transcript of that --</p> <p>18 A. No.</p> <p>19 Q. -- statement that you gave to FDLE?</p> <p>20 A. No.</p> <p>21 Q. Did they ever give you a written copy of the</p> <p>22 transcript?</p> <p>23 A. No.</p> <p>24 Q. Okay. Have you given any other sworn</p> <p>25 statements to, I'm going to use the term generally, law</p>	<p style="text-align: right;">Page 316</p> <p>1 2013?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. But you understood him to be with FDLE?</p> <p>4 A. He introduced himself as the special</p> <p>5 investigator working for the special crimes out of</p> <p>6 Tallahassee involved in an elected official. He had a</p> <p>7 guy with him who was a supervisor special agent.</p> <p>8 Q. Okay. Do you remember that person's name?</p> <p>9 A. No.</p> <p>10 Q. Okay. Did they ask you a number of questions?</p> <p>11 A. They interviewed me for two and a half hours.</p> <p>12 Q. Did they record the statement?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Did they ask you to swear under oath</p> <p>15 when you gave it?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. And did they ever send you a written</p> <p>18 copy of that statement?</p> <p>19 A. No.</p> <p>20 Q. Do you know who made the complaint that</p> <p>21 initiated their investigation?</p> <p>22 A. Yes.</p> <p>23 Q. Who was that?</p> <p>24 A. Matt Ni.</p> <p>25 Q. Okay. Can you spell that?</p>

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<p style="text-align: right;">Page 317</p> <p>1 THE COURT REPORTER: Matt who?</p> <p>2 A. No, I just know him as his name Matt Ni. I've</p> <p>3 never met him, never spoke to him.</p> <p>4 BY MR. BERNBAUM:</p> <p>5 Q. Okay. Do you know, even though you don't know</p> <p>6 who he is and haven't spoken to him, what Matt Ni's, I</p> <p>7 don't know, job was or how he was involved such that he</p> <p>8 made a complaint?</p> <p>9 A. He worked -- I Googled him.</p> <p>10 Q. Okay.</p> <p>11 A. To be honest. And he is involved in the tea</p> <p>12 party and a consultant doing different things, that's how</p> <p>13 I know who he is.</p> <p>14 Q. Matt Ni is not someone you ever met with or</p> <p>15 talked to at any point?</p> <p>16 A. No.</p> <p>17 Q. When you lived or worked down here in Brevard</p> <p>18 County, Florida?</p> <p>19 A. No. Never ever spoken to him even in Michigan</p> <p>20 on the phone.</p> <p>21 Q. And the FDLE agent or agents did tell you the</p> <p>22 name of the person who made the complaint?</p> <p>23 A. Yes, because they asked me if I knew him.</p> <p>24 Q. Okay. Did you ever talk to Mr. Ni after that</p> <p>25 statement?</p>	<p style="text-align: right;">Page 319</p> <p>1 A. Yes.</p> <p>2 Q. And I'm going to spell I think</p> <p>3 Mr. Augustyniak's name, A-U-G-U-S-T-Y-N-I-A-K, first name</p> <p>4 Dan?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. And you at that time -- and he was</p> <p>7 present when you gave your statement in Viera?</p> <p>8 A. Yes.</p> <p>9 Q. Okay. And he was an FDLE investigator that</p> <p>10 took over for Mr. Mitchell?</p> <p>11 A. Yes.</p> <p>12 Q. At least that was your understanding?</p> <p>13 A. Yes, yes.</p> <p>14 Q. But at some point after Mr. Mitchell met with</p> <p>15 you in Michigan in 2012 and before you gave your</p> <p>16 statement in Viera, you had actually spoken to Mr.</p> <p>17 Augustyniak in between?</p> <p>18 A. On the phone. So, yes. I spoke to Mark</p> <p>19 Mitchell first, he left, he came up, I gave a statement.</p> <p>20 Dan Augustyniak phoned me there and said he had taken</p> <p>21 over from Mark Mitchell. I didn't meet him until I came</p> <p>22 to give a statement to the state attorney's office.</p> <p>23 Q. Okay.</p> <p>24 A. Then I met him again when he came to Michigan.</p> <p>25 Q. Okay. Which was when?</p>
<p style="text-align: right;">Page 318</p> <p>1 A. Never spoken to Mr. Ni.</p> <p>2 Q. Other than the two times you've now just told</p> <p>3 me about, any other statements you've given whether at a</p> <p>4 deposition, in a court or just a recorded statement at</p> <p>5 your home or office to law enforcement regarding the</p> <p>6 subject matter of this?</p> <p>7 A. I've spoken to Mark Mitchell and the special</p> <p>8 agent. He then came -- he was taken off the case and a</p> <p>9 guy called Dan and it begins with A, Augustyniak, Daniel</p> <p>10 Augustyniak came up with the same special agent, I can't</p> <p>11 remember his name.</p> <p>12 Q. Okay.</p> <p>13 A. And he -- actually, no, no, that's not. I</p> <p>14 don't know if it's -- I don't know now.</p> <p>15 Q. Well, let me back up and let me ask you a</p> <p>16 couple of questions to help you out and I don't mean to</p> <p>17 cut you off. The statement you gave in May of 2013, that</p> <p>18 was a statement you gave in Viera, Florida; correct?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And were you actually present in Viera</p> <p>21 at that time?</p> <p>22 A. Yeah. There was --</p> <p>23 Q. Hold on.</p> <p>24 A. Sorry.</p> <p>25 Q. Yes, you were present?</p>	<p style="text-align: right;">Page 320</p> <p>1 A. Don't know. In the winter of last year.</p> <p>2 Q. Winter of 2013?</p> <p>3 A. 12/13.</p> <p>4 Q. Okay. Let me see if this helps. If you gave a</p> <p>5 statement in Viera in May of 2013, he was up there before</p> <p>6 that?</p> <p>7 A. After, sorry, so it was after.</p> <p>8 Q. That's okay.</p> <p>9 A. I was trying to work it out because it's</p> <p>10 difficult. So I met Mark Mitchell first. Then I spoke</p> <p>11 to Augustyniak on the phone. I had never met him when I</p> <p>12 came down and did the deposition in May. Then after May</p> <p>13 Dan Augustyniak came up to meet with other people that</p> <p>14 worked for Blueware and he came in and saw me and asked</p> <p>15 me a few questions, not under oath, in my restaurant in</p> <p>16 Manton with the same special agent.</p> <p>17 Q. Okay. In your restaurant?</p> <p>18 A. Yeah.</p> <p>19 Q. In where?</p> <p>20 A. Manton, Michigan.</p> <p>21 Q. Okay. And this is before you gave a statement</p> <p>22 on May 8th, 2013 in Viera?</p> <p>23 A. No. Let me go back. Mark Mitchell I met</p> <p>24 first, he phoned me, then I gave a statement to Mark</p> <p>25 Mitchell and special agent. Mark Mitchell was taken off</p>

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<p style="text-align: center;">Page 321</p> <p>1 the case to go and do something else. Dan Augustyniak</p> <p>2 then phoned me and spoke to me a few times and asked me a</p> <p>3 few questions on the phone. Then he got me to fly down</p> <p>4 and give a statement to four state attorneys.</p> <p>5 Q. And he was present?</p> <p>6 A. And he was present.</p> <p>7 Q. First time you ever met him?</p> <p>8 A. Yeah, first time I ever met him. Then I flew</p> <p>9 back to Michigan. Dan then came up and tried to meet</p> <p>10 with Elaine Sladek, Deena Brigham and Matt Raab and I</p> <p>11 think he was having trouble tracing them and he came in</p> <p>12 and saw me and asked me a few questions in my restaurant.</p> <p>13 That's the two times that I've met Dan.</p> <p>14 Q. At that point you didn't really take another?</p> <p>15 A. No.</p> <p>16 Q. Okay. And that's the last time you've seen</p> <p>17 him?</p> <p>18 A. Yes.</p> <p>19 Q. Got it. Any other statements that you've given</p> <p>20 to any law enforcement agency at least some persons you</p> <p>21 knew were with the law enforcement?</p> <p>22 A. No.</p> <p>23 Q. Or prosecutor's office?</p> <p>24 A. No.</p> <p>25 Q. And there were prosecutors at the statement you</p>	<p style="text-align: center;">Page 323</p> <p>1 that you were immune from prosecution for any wrongdoing</p> <p>2 on your behalf as it relates to anything to do with these</p> <p>3 transactions?</p> <p>4 A. Yes.</p> <p>5 Q. You mentioned before about a Visa, so I just</p> <p>6 want to ask. Are you a citizen -- what is your status in</p> <p>7 the United States? I don't know if you're a dual</p> <p>8 citizen.</p> <p>9 A. I have a green card.</p> <p>10 Q. Okay. You're still a citizen of the United</p> <p>11 Kingdom?</p> <p>12 A. Yes.</p> <p>13 Q. And do you still now reside in Cadillac,</p> <p>14 Michigan?</p> <p>15 A. No.</p> <p>16 Q. Where do you reside now?</p> <p>17 A. St. Joseph, I gave that address earlier.</p> <p>18 Q. You did, I apologize. That's in Michigan?</p> <p>19 A. Yes.</p> <p>20 Q. And St. Joseph in what county?</p> <p>21 A. Berrien.</p> <p>22 Q. Do you reside there essentially year round?</p> <p>23 A. Just moved there. Kelly's parents live in</p> <p>24 Berrien County so we've moved nearer to there so they can</p> <p>25 help with the kids and I can go back to work now.</p>
<p style="text-align: center;">Page 322</p> <p>1 gave in Viera on May 2013; right?</p> <p>2 A. Four.</p> <p>3 Q. Four?</p> <p>4 A. Yeah.</p> <p>5 Q. Okay. And by prosecutors, those are people</p> <p>6 with the assistant -- with the state attorney's office?</p> <p>7 A. Yeah. I can give you their names if you want.</p> <p>8 Q. That's okay, I think I have them. At any time</p> <p>9 did those folks -- did you ask for immunity for criminal</p> <p>10 prosecution for yourself?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. And did you get that?</p> <p>13 A. Yes.</p> <p>14 Q. And did you have a lawyer that represented you</p> <p>15 in dealing with the state attorney's office for those</p> <p>16 issues?</p> <p>17 A. No.</p> <p>18 Q. Okay. But you were given immunity by the state</p> <p>19 attorney's office?</p> <p>20 A. Yes.</p> <p>21 Q. Full immunity?</p> <p>22 A. Don't know.</p> <p>23 Q. Have you been prosecuted for anything?</p> <p>24 A. No.</p> <p>25 Q. Was it your understanding when you got immunity</p>	<p style="text-align: center;">Page 324</p> <p>1 Because I couldn't work until November of this year.</p> <p>2 Q. Why is that?</p> <p>3 A. Because I didn't have a green card.</p> <p>4 Q. Okay. But when you say November of this year,</p> <p>5 you mean November of 2013?</p> <p>6 A. Yeah, this last year.</p> <p>7 Q. Are you working now?</p> <p>8 A. No.</p> <p>9 Q. Okay. You mentioned a restaurant, do you own</p> <p>10 or run a restaurant?</p> <p>11 A. I used to, I closed it.</p> <p>12 Q. Okay. When I asked if you're working now, I</p> <p>13 want to make sure my question is as broad as I mean it to</p> <p>14 you. Are you working whether it's self employed or</p> <p>15 working for anyone?</p> <p>16 A. No. I look after the kids.</p> <p>17 Q. I understand. You started working for Blueware</p> <p>18 in approximately what year? Was it 2006?</p> <p>19 A. 2006.</p> <p>20 Q. Okay. And at that point you were still</p> <p>21 residing in the United Kingdom?</p> <p>22 A. Yes.</p> <p>23 Q. What city and country?</p> <p>24 A. Nether Wallop.</p> <p>25 Q. Okay.</p>

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1 A. N-E-T-H, W-A-L-L-O-P, Nether Wallop in  
2 Hampshire in England.  
3 Q. Okay. And you continued to reside in the  
4 United Kingdom for some period of time while working for  
5 Blueware?  
6 A. Yes.  
7 Q. And when was it that -- strike that. You then  
8 moved to Michigan at some point?  
9 A. I -- it was a gradual process.  
10 Q. Approximately, when was it that you were  
11 residing in Michigan while working for Blueware either  
12 most or all of the time? What year?  
13 A. 2010.  
14 Q. Okay. When was it you became the COO for  
15 Blueware?  
16 A. In 2010.  
17 Q. Okay. Before that, what was your position?  
18 A. Vice president of operations.  
19 Q. Okay. So for the whole time you were at  
20 Blueware, were you always working in an executive  
21 capacity?  
22 A. No. In England I didn't.  
23 Q. When you were working for Blueware in England,  
24 were you still doing, I'm going to use the term  
25 generally, document scanning and/or copying services?

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1 A. No.  
2 Q. Okay. What was it generally that you were  
3 doing?  
4 A. Software sales.  
5 Q. Okay. When you moved to Michigan and were  
6 working for Blueware, what was Blueware's business? Did  
7 it include software sales still?  
8 A. It was mainly software sales.  
9 Q. Okay. And you mentioned -- strike that. When  
10 you became the COO, what was your salary? Was there an  
11 annual salary?  
12 A. 150,000.  
13 Q. And I'm jumping around a little bit, I  
14 apologize.  
15 A. That's fine.  
16 Q. The 300 or \$325,000 you were seeking from  
17 Blueware, I understood you to indicate that that was you  
18 felt compensation due based on back salary?  
19 A. Salary.  
20 Q. And/or commission?  
21 A. Yeah.  
22 Q. Okay. Was it all commission or most of it?  
23 A. Most of it was commission.  
24 Q. Okay. Can you tell me what -- what was the  
25 commission you were seeking out of the contract or

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1 contracts with Brevard County Clerk of the Court's  
2 office? Meaning was all the commission that you were  
3 seeking from those contracts?  
4 A. No. 150,000 of it was.  
5 Q. Was from those contracts?  
6 A. Yeah.  
7 Q. And the other amount was from?  
8 A. Other things I'd been selling. If you look  
9 back, I sold nearly 70 to 80 percent of all sales of  
10 Blueware were mine.  
11 Q. Just talking then about the contracts with the  
12 Brevard County Clerk of Court and not asking you to do  
13 the math unless you have to, was the 150,000 or so you  
14 thought you were due a percentage of some part of those  
15 contracts?  
16 A. Yes.  
17 Q. Or contracts? What was the percentage?  
18 A. I was owed \$5,000 a month for the length of the  
19 contract.  
20 Q. Okay.  
21 A. And I thought it was fair that I was -- I  
22 wasn't there, so I would take half of it and not the full  
23 amount of the contract.  
24 Q. The length of the contract was five years?  
25 A. Yes.

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1 Q. Okay. So you took the five year -- the 5,000  
2 times 12 months is 60,000 a year?  
3 A. Yeah.  
4 Q. Times five years is 300,000?  
5 A. Yeah.  
6 Q. But you weren't going to be there, or at least  
7 by that point you realized you weren't going to be there  
8 the whole time and so you were seeking 150,000?  
9 A. Half, yes.  
10 Q. Thank you, understood. Exhibit -- I don't know  
11 that you need to look at it, but feel free. Exhibit 28  
12 which was the composite of e-mails/public records request  
13 that were made I guess from your wife to different folks  
14 at the then Clerk of the Court's office. It looks like  
15 the first public records request was made, as least as  
16 part of this composite, was made on June 12th, 2012.  
17 A. That's about right.  
18 Q. Okay. And all of these e-mails, public records  
19 request are from your wife's e-mail; correct?  
20 A. Yes.  
21 Q. And signed by her? I mean it has her name as  
22 the signature?  
23 A. Yes.  
24 Q. But you actually wrote them; correct?  
25 A. No. She wrote them.

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1 Q. She wrote them. Did you actually tell her what  
2 to say?

3 A. On some of them.

4 Q. Okay. You're the one that -- whether you told  
5 her the wording to use or not, you're the one?

6 A. Orchestrated.

7 Q. Orchestrated it, thank you. Yes?

8 A. Yes.

9 Q. Okay. And I think you testified earlier that  
10 the reason you did it was to wind them up?

11 A. Yeah.

12 Q. And by that you mean you wanted to get those  
13 people upset or angry?

14 A. Yes.

15 Q. Okay. And those people included Blueware?

16 A. Yeah.

17 Q. Okay. And included Rose Harr?

18 A. Yeah.

19 Q. Of Blueware. Okay. And then by June 29th,  
20 2012 you decided to, through your wife writing an e-mail,  
21 withdraw the public records request?

22 A. Yeah. They told me that they would settle if I  
23 did.

24 Q. Okay.

25 A. And they didn't.

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1 Q. Is that why you withdrew it?

2 A. Yeah.

3 Q. Because they told you they would settle?

4 A. Yeah.

5 Q. Okay. You didn't really care about getting the  
6 public records that you requested; right?

7 A. No.

8 Q. It was just leverage to get money?

9 A. It was leverage --

10 Q. And to upset them?

11 A. -- to get settlement.

12 MR. RUSSELL: Objection to form.

13 BY MR. BERNBAUM:

14 Q. It was leverage to get money through a  
15 settlement?

16 MR. RUSSELL: Objection to form.

17 BY MR. BERNBAUM:

18 Q. Is that true or not true?

19 A. It was leverage to get what I thought I was  
20 owed.

21 Q. And to wind them up?

22 A. Yes.

23 Q. Okay.

24 A. Ends to a means.

25 Q. You have any idea why your wife put in one of

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1 the e-mails words to the effect of why you're responding  
2 more timely, is it because I'm a woman, was that your  
3 idea?

4 A. No, that was hers.

5 Q. What is your father's name?

6 A. Barry. Barry.

7 Q. Barry. Same last name, Geaney?

8 A. Yes.

9 Q. I ask you that because I think you said at some  
10 point he was working for Blueware.

11 A. Yeah, in the UK. He ran the UK office.

12 Q. Okay. From when to when?

13 A. January 2011 until June 2012.

14 Q. Okay. So when he began running the UK office,  
15 you were no longer working at the UK office?

16 A. No.

17 Q. Correct?

18 A. Yes.

19 Q. And June 2012, does that mean his employment  
20 with Blueware in the UK or at least the end of his  
21 employment coincided with the end of your employment?

22 A. About three weeks later.

23 Q. Okay. Did he leave or was he let go?

24 A. He was let go.

25 Q. Okay. I know we've talked about two Sue

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1 Smiths.

2 A. Yes.

3 Q. And just so I'm clear, one is a lawyer down  
4 here in Brevard County?

5 A. Yep.

6 Q. Who did some legal work for Blueware?

7 A. (Nods head.)

8 Q. Yes?

9 A. Yes.

10 Q. And one was an employee of Blueware?

11 A. Yes.

12 Q. Based up in Michigan?

13 A. Yes.

14 Q. Okay. Did the Sue Smith that worked as an  
15 employee for Blueware ever transfer and work down here in  
16 Brevard County?

17 A. No.

18 Q. But she's no longer with Blueware?

19 A. No longer with Blueware.

20 Q. When did her employment end with Blueware?

21 A. I think she finished about November/December  
22 time.

23 Q. I should have asked that better. Did she stop  
24 working for Blueware before or after you stopped?

25 A. A long time after me.

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1 Q. Okay. So when you say November/December, are  
 2 you talking about 2012?  
 3 A. '13.  
 4 Q. Or 2013?  
 5 A. '13.  
 6 Q. Okay. And Mr. Russell didn't press you, but I  
 7 need to do that. Where does she work now?  
 8 A. She works for the same company that Deena works  
 9 for and I think and the reason I'm hesitant is that I  
 10 don't know if she works directly for them or she works  
 11 for an agency for them. Cadillac Fabrication.  
 12 Q. Okay. And Deena, remind me of Deena's last  
 13 name.  
 14 A. Brigham.  
 15 Q. Okay. Deena Brigham works for a company to the  
 16 best of your knowledge called Cadillac Fabrication?  
 17 A. Yep.  
 18 Q. And you believe Sue Smith either works for them  
 19 as an employee or independent agent?  
 20 A. Yes.  
 21 Q. Okay. Is Ms. Sue Smith still live up in the  
 22 Cadillac, Michigan area to the best of your knowledge?  
 23 A. Yes.  
 24 Q. Okay. And Ms. Brigham as well?  
 25 A. Yes.

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1 Q. And when did your -- when did the lawsuit, the  
 2 civil lawsuit that you had in Michigan against Blueware,  
 3 when was it that settlement was reached?  
 4 A. Around the 24th of May.  
 5 Q. Of 2013?  
 6 A. Yes.  
 7 Q. Okay. And then at some point, if I understood  
 8 your answer to Mr. Russell's question, the lawsuit was  
 9 dismissed as part of that settlement?  
 10 A. Yes.  
 11 Q. Okay. And did I understand that besides  
 12 seeking the back compensation that you felt you were due  
 13 from commissions, you also had some claim for a  
 14 defamation?  
 15 A. Yes.  
 16 Q. Okay. And was that a claim you made against  
 17 Blueware or against an individual with Blueware or both?  
 18 A. Both.  
 19 Q. So who were the defendants in that lawsuit?  
 20 A. Rose Harr and Blueware and Blueware entities.  
 21 Q. Is that how you phrased it?  
 22 A. Yes.  
 23 Q. Yes?  
 24 A. Yes.  
 25 Q. All right. Any other defendants?

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1 A. No.  
 2 Q. Okay. Other than you claiming you were  
 3 entitled to back money due for work you did and  
 4 commissions and other than suing for defamation, do you  
 5 recall if there were other -- any other claims you made  
 6 in the lawsuit, whether you remember the name of the  
 7 legal cause of action or just general?  
 8 A. No, I don't know. Basically I left it to the  
 9 attorney.  
 10 Q. Mr. Haslim?  
 11 A. Yes.  
 12 Q. All right. I think in response also to one of  
 13 Mr. Russell's questions, maybe when he was asking you  
 14 generally about litigation you were aware of, you  
 15 mentioned you were aware of some other employees or  
 16 former employees seeking back wages they claimed they  
 17 were due.  
 18 A. Yes.  
 19 Q. Is that right?  
 20 A. Yes.  
 21 Q. Okay. Who are you referring -- do you recall  
 22 who they are by name?  
 23 A. No, I just saw it in the news.  
 24 Q. Okay. That's something you knew from the news?  
 25 A. Yeah.

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1 Q. Rather than from a time when you worked there?  
 2 A. Yeah, it's news.  
 3 Q. Okay. When you found out about that in the  
 4 news, did you reach out to any of those individuals or  
 5 their lawyers that may have been named?  
 6 A. No.  
 7 Q. Okay. For example, an attorney named, and I  
 8 know you said no, but I'm going to give you a name just  
 9 to make sure, an attorney named Maurice Arcadier,  
 10 A-R-C-A-D-I-E-R, have you spoken with him?  
 11 A. Yes.  
 12 Q. When you did you speak to him?  
 13 A. About the 5th, 6th of June 2012. By  
 14 coincidence, he was the attorney that I went to speak  
 15 with in Brevard when Rose let me go.  
 16 Q. Okay. All right. So when you spoke to him in  
 17 June of 2000 -- I'm going to ask these questions, but I  
 18 guess I'm going to tell you in advance I'm not trying to  
 19 infringe on any attorney/client privilege you may have  
 20 had with him whether or not you hired him.  
 21 A. I'm quite happy to answer your question.  
 22 Q. Okay.  
 23 A. I'm quite happy to answer your question.  
 24 Q. So it sounds like you spoke to Mr. Arcadier in  
 25 person very soon after your employment ended with

<p style="text-align: right;">Page 337</p> <p>1 Blueware?</p> <p>2 A. Yeah. And the reason --</p> <p>3 Q. No.</p> <p>4 A. Sorry.</p> <p>5 Q. I'm going to try to keep it streamlined both</p> <p>6 for time and because I want to be careful about these</p> <p>7 questions I ask. You wanted to talk to him about your</p> <p>8 own situation not because at that point you knew him to</p> <p>9 be representing any other Blueware employees?</p> <p>10 A. Yes, that's why I went.</p> <p>11 Q. That's correct?</p> <p>12 A. Yes.</p> <p>13 Q. All right. Has there ever been a time after</p> <p>14 that that you've spoken to him in the context of him</p> <p>15 representing any other Blueware people who were seeking</p> <p>16 wages due?</p> <p>17 A. No. I met him on one occasion and never spoke</p> <p>18 to him afterwards.</p> <p>19 Q. And you've answered it, but just to be clear,</p> <p>20 meaning that he's spoken to you, you've spoken to him</p> <p>21 where you may have been a witness whether in deposition</p> <p>22 or through some casual conversation you had with him?</p> <p>23 A. I spoke to him, Arcadier, once I met him to</p> <p>24 talk about my immigration status.</p> <p>25 Q. Okay.</p>	<p style="text-align: right;">Page 339</p> <p>1 A. Yes.</p> <p>2 Q. Okay. And this is August of 2013?</p> <p>3 A. Prior to August.</p> <p>4 Q. Okay. You don't remember the date, but some</p> <p>5 point prior to that?</p> <p>6 A. We spoke in mediation in May.</p> <p>7 Q. Uh-huh.</p> <p>8 A. And I said I ain't got anything against.</p> <p>9 Q. Okay.</p> <p>10 A. But you need to be careful, you need to stop</p> <p>11 lying.</p> <p>12 Q. Okay.</p> <p>13 A. And I'm quite willing to tell you why you need</p> <p>14 to stop lying. And then nothing happened and she phoned</p> <p>15 me between the end of May and June. She first reached</p> <p>16 out to my attorney.</p> <p>17 Q. Mr. Haslim?</p> <p>18 A. Yeah, to ask if -- and he wasn't no longer -- I</p> <p>19 wasn't paying him anymore. So then Rose sent me a</p> <p>20 message and I missed a call from her, so I called her</p> <p>21 back.</p> <p>22 Q. Okay. And she wanted to know if you -- and</p> <p>23 this is in May or so or some point after May of 2013?</p> <p>24 A. Between May and August. Between the date of</p> <p>25 the mediation, which was the 23rd of May, and her arrest</p>
<p style="text-align: right;">Page 338</p> <p>1 A. And once I spoke to him on the phone and once I</p> <p>2 met him in person about him arranging my green card. And</p> <p>3 I decided not to use Mr. Arcadier because I was going</p> <p>4 back to Michigan.</p> <p>5 Q. When you sued Rose Harr and Blueware in the</p> <p>6 Michigan lawsuit, did they file any what we call</p> <p>7 counterclaims or counter lawsuits against you, if you</p> <p>8 know?</p> <p>9 A. Don't believe so.</p> <p>10 Q. Okay. So, for example, there was no</p> <p>11 counterclaim for defamation such as?</p> <p>12 A. No.</p> <p>13 Q. When you told Mr. Dupree you wouldn't trust</p> <p>14 Rose to deliver pizzas or anything along those lines?</p> <p>15 A. No.</p> <p>16 Q. Have you spoken to Rose Harr since you last</p> <p>17 worked for Blueware other than conversations you may have</p> <p>18 had at a mediation, part of your court case or with your</p> <p>19 lawyers present?</p> <p>20 A. She called me on one occasion and asked me if I</p> <p>21 was prepared to talk to Mr. Horowitz (phonetic) before</p> <p>22 she was arrested last August.</p> <p>23 Q. Okay. So this is a conversation -- I'm not</p> <p>24 sure I understand. But you had a conversation -- she</p> <p>25 called you obviously by phone?</p>	<p style="text-align: right;">Page 340</p> <p>1 date which was the 15th of August.</p> <p>2 Q. Of 2013?</p> <p>3 A. Of 2013.</p> <p>4 Q. And wanted to know if you had spoke to attorney</p> <p>5 Horowitz?</p> <p>6 A. Yes.</p> <p>7 Q. Representing her in the criminal defense</p> <p>8 matter?</p> <p>9 A. Yeah, I said I'd listen to what he's got to</p> <p>10 say.</p> <p>11 Q. Okay. Did you speak to him?</p> <p>12 A. No.</p> <p>13 Q. And you never -- then the answer is no?</p> <p>14 A. No.</p> <p>15 Q. So you've never given him a statement?</p> <p>16 A. No, I never spoke to him.</p> <p>17 Q. And you've never been present at a deposition</p> <p>18 that was taken?</p> <p>19 A. No.</p> <p>20 Q. I think when I was asking you about the dinner</p> <p>21 you had last night, maybe one of the things you asked him</p> <p>22 was whether HP's lawyer might be present or there was</p> <p>23 some discussion. So let me ask you, by HP we're</p> <p>24 referring to Hewlett Packard?</p> <p>25 A. Yes.</p>

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BREVARD COUNTY VS BLUEGEM LLC

05-2013-CA-033457-XXXX-XX

<p style="text-align: center;">Page 341</p> <p>1 Q. Okay. Have you ever spoken to Mr. Lightner or</p> <p>2 Lichtner, I'm not sure if I'm pronouncing his name right,</p> <p>3 attorney for Hewlett Packard?</p> <p>4 A. No.</p> <p>5 Q. Okay. You ever spoken to anybody else from his</p> <p>6 office involving any litigation between Hewlett Packard</p> <p>7 and the clerk's office?</p> <p>8 A. I've not spoken to any attorney from anybody</p> <p>9 about Hewlett Packard.</p> <p>10 Q. Okay. In that same litigation that Hewlett</p> <p>11 Packard is involved and in addition to Blueware and the</p> <p>12 clerk's office, there's another party, Caruso Swerbilow</p> <p>13 law firm. Have you ever spoken to either of those</p> <p>14 lawyers or any attorneys' office representing them in</p> <p>15 that litigation?</p> <p>16 A. Not involved in that litigation. I may have</p> <p>17 run into them at the clerk's office when I was working</p> <p>18 for Blueware.</p> <p>19 Q. Okay. But you didn't speak to them in the</p> <p>20 context of talking about that issue?</p> <p>21 A. No. I've not spoken to any -- anybody about HP</p> <p>22 in an official capacity.</p> <p>23 Q. And I've asked you a lot about people you've</p> <p>24 spoken to or not spoken to. Other than of course</p> <p>25 scheduling today's deposition, are any of those entities</p>	<p style="text-align: center;">Page 343</p> <p>1 travel and lodging to come down here?</p> <p>2 A. Yes.</p> <p>3 Q. Okay.</p> <p>4 A. They said it would be cheaper than.</p> <p>5 Q. Them coming up there vice versa?</p> <p>6 A. Yeah.</p> <p>7 Q. Right. I understand. Let me just look, I may</p> <p>8 be done. What kind of work did you do prior to the work</p> <p>9 you started doing in 2006 when you first became involved</p> <p>10 with Blueware?</p> <p>11 A. I ran restaurants.</p> <p>12 Q. Okay.</p> <p>13 A. I owned two and an outside catering business.</p> <p>14 I sold them when I got -- that's not a fitting divorce.</p> <p>15 When I was with my partner of 15 years, her and I</p> <p>16 separated, we sold the businesses and I stopped working</p> <p>17 and I stayed at home with my children in England. My son</p> <p>18 and two daughters, one was two, one was five and one was</p> <p>19 about 12.</p> <p>20 Q. Have you ever been convicted of any crime</p> <p>21 whether it be in Michigan or Florida or any other state</p> <p>22 or the United Kingdom or any other?</p> <p>23 A. Driving offense.</p> <p>24 Q. Not counting any traffic infractions.</p> <p>25 A. No. In the UK I owned a thing called a</p>
<p style="text-align: center;">Page 342</p> <p>1 that I've asked you about or anybody else set a future</p> <p>2 deposition of you or sworn statement or meeting with you?</p> <p>3 A. No.</p> <p>4 Q. In any civil or court proceeding?</p> <p>5 A. I've never -- I've not been asked to a</p> <p>6 statement or deposition in regards to this lawsuit as of</p> <p>7 today.</p> <p>8 Q. Okay. Did you offer to come down here from</p> <p>9 Michigan for today's deposition? Was there a discussion</p> <p>10 you had with Mr. Ellis or his representatives or his</p> <p>11 lawyers about the parties coming to you in Michigan?</p> <p>12 A. They -- that was the first thing they said</p> <p>13 could we -- would you come up -- could we come up and</p> <p>14 depose you.</p> <p>15 Q. Okay.</p> <p>16 A. So I spoke to Mark and Mark said, yes, we'll do</p> <p>17 it at Haslim law firm. And then they said -- and that's</p> <p>18 when I spoke to Curt who said would you mind coming down</p> <p>19 to Florida and doing it. And that was through Tyler and</p> <p>20 Curt. And I said, yeah, not an issue, as long as it was</p> <p>21 convenient.</p> <p>22 Q. Okay.</p> <p>23 A. And it saved all you guys going up there for</p> <p>24 me, just me flying down.</p> <p>25 Q. Okay. And did they -- did they pay for your</p>	<p style="text-align: center;">Page 344</p> <p>1 justice's license which allows me to sell beer and</p> <p>2 tobacco, which to me to hold that, I can't have any</p> <p>3 criminal offenses at all.</p> <p>4 MR. BERNBAUM: Thank you.</p> <p>5 THE WITNESS: Thanks a lot.</p> <p>6 MR. RUSSELL: Nothing further. Mr. Geaney,</p> <p>7 when your deposition is transcribed, you'll have an</p> <p>8 opportunity to read the transcript. You can't</p> <p>9 change the transcript itself, but you can, if you</p> <p>10 note any mistake in the transcription or you</p> <p>11 misunderstood a question, you can fill out what's</p> <p>12 called an errata sheet to indicate changes that you</p> <p>13 feel should be made and that will be added as a part</p> <p>14 of the deposition transcript.</p> <p>15 I'm not your lawyer, so I can't tell you what</p> <p>16 to do, but I generally recommend people go ahead and</p> <p>17 read their transcript and make any changes that they</p> <p>18 note. Do you want to read or waive?</p> <p>19 THE WITNESS: I'll read.</p> <p>20 THE VIDEOGRAPHER: This deposition is concluded</p> <p>21 at 6:26 going of the record. Consisting of six</p> <p>22 videos.</p> <p>23 (The reading and signing of the deposition were</p> <p>24 reserved.)</p> <p>25 (The deposition was concluded at 6:26 p.m.)</p>

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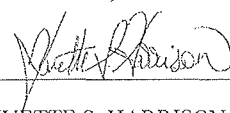

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## CERTIFICATE OF OATH

STATE OF FLORIDA )

COUNTY OF BREVARD )

I, YVETTE S. HARRISON, RPR, FPR,  
the undersigned authority, hereby  
certify that the witness  
NICK GEANEY  
was duly sworn by me.  
WITNESS MY HAND AND OFFICIAL SEAL  
this 3rd day of March 2014  
at Melbourne, Florida.

YVETTE S. HARRISON, RPR  
Notary Public, State of Florida at Large  
Certificate No. CC717086  
My Commission Expires: November 17, 2017

NICK GEANEY; March 3, 2014

ERRATA

DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE

IN RE: ELLIS V. BLUEGEM

CASE NO: 05-2013-CA-33457

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Under penalties of perjury, I declare that I have  
read my deposition and that it is true and correct  
subject to any changes in form or substance  
entered here.

Dated: \_\_\_\_\_ NICK GEANEY

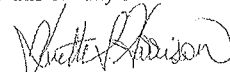
## CERTIFICATE OF REPORTER

STATE OF FLORIDA )  
COUNTY OF BREVARD )

I, YVETTE S. HARRISON, Registered  
Professional Reporter, Florida Professional  
Reporter, do hereby certify that I was  
authorized to and did stenographically  
report the deposition of NICK GEANEY; that  
a review of the transcript was requested;  
and that the foregoing transcript,  
pages 1 through 346, inclusive, are a true  
and correct record of my stenographic notes.

I further certify that I am not a relative,  
employee, or attorney, or counsel of any of the  
parties, nor am I a relative or employee of any  
of the parties' attorney or counsel connected  
with the action, nor am I financially  
interested in the action.

DATED this 6th day of March 2014.



YVETTE S. HARRISON  
Registered Professional Reporter  
Florida Professional Reporter

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT  
IN AND FOR BREVARD COUNTY, FLORIDA

CASE NO. 05-2014-CA-33457

SCOTT ELLIS, in his official capacity as  
Brevard County Clerk of the Circuit Court,  
Plaintiff(s),vs.  
BLUEGEM, LLC, a Florida limited liability  
company,

Defendant(s).

BLUEGEM, LLC, a Florida limited liability  
company,

Counter-Plaintiff,

vs.  
SCOTT ELLIS, in his official capacity as  
Brevard County Clerk of the Circuit Court.

Counter-Defendant.

IN RE: DEPOSITION OF NICK GEANEY  
TAKEN March 3, 2014

DATE SENT TO WITNESS: \_\_\_\_\_

TO: NICK GEANEY  
2860 Cleveland Avenue, Apt. 349  
St. Joseph, Michigan 49085The referenced transcript has been completed  
and awaits reading and signing.

Please arrange to stop by our office at  
14 Suntree Place, Suite 101, Viera, Florida to read  
and sign the transcript. Office hours are from  
8:00 a.m. to 5:00 p.m., Monday through Friday. The  
transcript is 347 pages long, and you should  
allow yourself sufficient time.

If the reading and signing have not been completed

1 you have waived the reading and signing of the  
2 transcript.

3 Thank you.

4 Yvette S. Harrison

5 CC: ALEC RUSSELL, Esquire

6 LEE BERNBAUM, Esquire

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Regions Bank [REDACTED]

[REDACTED]

# BlueGem

BlueGem  
3050 W. 13th Street  
Cadillac, MI 49601  
Phone: 231-779-6224  
Fax: 231-779-1082

INVOICE  
9990320

TO: Brevard County Clerk  
ATTN: Accounts Payable  
700 South Park Avenue  
Titusville, FL 32780

Customer	Date	Terms	Contact
BREVARD	3/20/2012	Due Upon Receipt	Accounts Payable
Description		Charges	

## Professional Services

- a. Evaluate and audit scanning capabilities and efficiencies
- b. Evaluate and audit redaction and IT hardware and software available to meet digitization demands
- c. Evaluate current scanning and redacting capacities and demands
- d. Appraise software and hardware inputting and output to industry "best practices" standards
- e. Assess personnel time and efficiency requirements for current demand
- f. Present oral report of audits and activities
  - i. Outline current staff and technologies abilities compare to industry "best practices"
  - ii. Analyze software and hardware needs to increase efficiencies and reduce costs
  - iii. Suggest software/hardware/personnel deployment strategies for improved performance
  - iv. Suggest improvements for improving current and back compliance with record digitization "best standards"

\$ 10,000.00

Invoice total

\$ 10,000.00

Beneficiary: BlueWare, Inc.  
Currency: USD  
Correspondent Bank: Firstbank  
Location: 114 West Pine Street  
Cadillac, MI 49601  
(231) 775-9000

Routing Number:  
Account Number:



*Mr. [Signature]*  
22 MARCH 2012

OK TO PAY  
*[Signature]*

3/27/12  
0500 54000 5340000



Wire Transfer Debit Advice As Of 03/22/12 Distributed 03/22/12 2:43:13 PM EDT

Account: [REDACTED]  
CLERK OF COURT BREVARD CTY AGENCY

Wire Transfer Debit

Amount: \$10,000.00 USD

Fed/IMAD Reference: [REDACTED]

SunTrust Reference Number: [REDACTED]

Beneficiary: [REDACTED]  
Blue Gem

Beneficiary Bank: [REDACTED]  
FIRSTBANK  
SHEPHERD, MI

Originator: [REDACTED]  
CLERK OF THE COURT-BREVARD COUNTY  
AGENCY ACCOUNT  
400 SOUTH STREET  
TITUSVILLE FL 32780-7683

Sender Reference: 9990320

Money Transfer Customer Service

Please contact us for further information about this or other funds transfers. You may reach us at 1-800-947-3786 for information regarding domestic or international transfers. When inquiring about this transaction, please have the SunTrust Reference Number (above) available.

Thank you for banking with SunTrust.

Tyler Winik

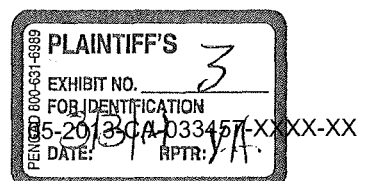
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From: Sue Smith  
Sent: Tuesday, March 20, 2012 9:57 AM  
To: mdupree@cfl.rr.com  
Cc: ngeaney@blueware.net; dbrigham@blueware.net  
Subject: BlueGem Invoice for Professional Services Audit



brevard  
3-20-12.pdf

Hi Matt, Attached is our invoice for the Brevard County Clerk of Court Audit. Thanks Sue





BlueGem  
3060 W. 13th Street  
Cadillac, MI 49601  
Phone: 231-779-0224  
Fax: 231-779-1002

INVOICE  
9990320

TO: Brevard County Clerk  
ATTN: Accounts Payable  
700 South Park Avenue  
Titusville, FL 32780

Customer	Date	Terms	Contact
BREVARD	3/20/2012	Due Upon Contract Signing	Accounts Payable

Description	Charges
-------------	---------

Professional Services	
Two Days Services for Audit - Clerk of Court Brevard County	\$ 7,500.00
Billable Expenses	
Travel/Living Expenses	\$ 2,500.00

Invoice total	\$ 10,000.00
---------------	--------------

Beneficiary: BlueWare, Inc.  
Currency: USD  
Correspondent Bank: Firstbank  
Location: 114 West Pine Street  
Cadillac, MI 49601  
(231) 775-9000

Routing Number:  
Account Number:



447737

# RoseWare

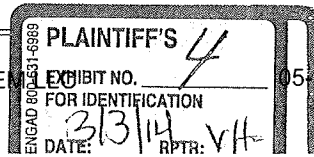
RoseWare LLC	Brevard County Clerk
601 N. Miramar Ave.	700 South Park Avenue
Suite 305	Titusville, FL 32780
Indialantic, FL 32903	
("Supplier")	("Customer")

## IT Consultancy for Brevard County Clerk of the Courts

IT IS AGREED as follows:

1. This Agreement is made between Supplier and Customer for the provision of the Services described in Schedule A ("Statement of Work") in consideration of the Total Charge set out in Schedule B ("Pricing Schedule").
2. This Agreement shall comprise:
  - 2.1. Supplier's Standard Terms and Conditions for IT Services;
  - 2.2. The Statement of Work; and
  - 2.3. The Total Charge
  - 2.4. Clause 3 set out below.
3. This Agreement shall commence on or before 06/April/2012 and, subject to the provisions of the Supplier's Standard Terms and Conditions for IT Services, shall continue for twelve (the "Term").

For and on behalf of:	For and on behalf of:
RoseWare LLC	Brevard County Clerk
Date: <u>06 April/2012</u>	Date: <u>06 April/2012</u>
Signed by: <u>Rosem. Harr</u>	Signed by: <u>PLITCH HED</u>
<u>Rosem. Harr</u> (print name)	<u>PLITCH HED</u> (print name)





## STANDARD TERMS AND CONDITIONS FOR I.T. SERVICES

### 1. Definitions

- 1.1. In this Agreement the following expressions shall have the following means:

*"Agreement"* means this agreement between the parties which incorporates the documents referred to a paragraph 2 on the front sheet;

*"Associated Company"* means any subsidiary for the time being of a party to this Agreement or the holding company of such party or any subsidiary of any such holding company.

*"Commencement Date"* means the date specified in the Agreement on which the Agreement comes into force or, if no such date is specified, the date on which the Services commence;

*"Force Majeure"* means any of the following: (i) Act of God, (ii) outbreak of hostilities, riot civil disturbance, acts of terrorism, (iii) the act of any government or authority (including refusal or revocation of any license or consent), (iv) fire, explosion, flood, fog or bad weather, (v) power failure, failure of telecommunication lines, failure or breakdown of plant, machinery or vehicles, (vi) default of suppliers or sub-contractors, (vii) theft, malicious damage, strike, lock-out or industrial action of any kind and (viii) any cause or circumstance whatsoever beyond either party's reasonable control;

*"Intellectual Property Rights"* means all patents, utility models, petty patents, design patents, design rights (whether registered or unregistered), semiconductor topography rights, trademarks, trade secrets, services marks, and copyright, and applications in any country of the World for any of the foregoing;

*"Normal Working Hours"* means the days and hours as specified in the Pricing Schedule;

*"Services"* means the services to be provided by Supplier to Customer, more particularly described in the Agreement and where the context admits shall include any part thereof;

*"Software"* means the computer software (if any) which Supplier has agreed to create for Customer as part of the Services;

*"Project Change Control"* means any change to the Services including but not limited to: (i) the addition or reduction of features or services, (ii) the addition or reduction of equipment and/or software, (iii) the use of existing equipment and/or software in a different configuration or for a different purpose;

*"Year"* means a period of 12 months after the Commencement Date and each anniversary of the Commencement Date thereafter.

### 1.2. Interpretation

- 1.2.1. All references to a statutory provision shall be construed as including references to any statutory provision, modification, consolidation or re-enactment (whether

before or after today's date) for the time being in force;

- 1.2.2. Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa;

- 1.2.3. Unless otherwise stated, a reference to a Clause or Schedule is a reference to a Clause or Schedule to this Agreement, and each Schedule shall be deemed to form part of this Agreement;

- 1.2.4. Clause headings are for ease of reference only and do not affect the construction of this Agreement;

- 1.2.5. Any reference to a party to the Agreement includes reference to its successors in title and permitted assigns.

### 2. Terms of Agreement

This Agreement shall come into force on the Commencement Date and subject as hereinafter provided in Clause 15 shall continue in force for the period specified in the Agreement or if no such period is specified until the Services have been substantially completed.

### 3. Performance of Services

- 3.1. Supplier shall diligently perform the Services with reasonable skill and care and in accordance with the terms of the Agreement. The Services shall be performed by Supplier during Normal Working Hours and any hours worked outside Normal Working Hours shall be charged separately as may be provided in the Pricing Schedule;

- 3.2. To the extent that they are reasonably required by Supplier to enable Supplier to perform the Services, Customer shall throughout the period of the Agreement, whether or not requested by Supplier, promptly provide Supplier with all information requested by Supplier and answer any questions from Supplier (including, without limitation, complete and accurate information concerning its requirements, organization, operations and activities and any decisions made by Customer in relation to the Services). Supplier reserves the right to charge Customer for extra costs incurred by Supplier as a result of any failure to comply with the provisions of this Clause limited to the scope of the contract.

- 3.3. Customer shall provide Supplier free of charge with such office space and facilities as may reasonably be necessary to enable Supplier to fulfill its obligations under the terms of the Agreement;

### 4. Extension of Time

- 4.1. Supplier shall incur no liability whatsoever to Customer by reason of any delay in the performance of the Services;

4.1.1. If the delay is due wholly or partly to any act, omission or default on the part of the Customer, including but not limited to failure to provide information, or to approve any documents, reports, specifications or results of the Services for which approval is required by Customer within any periods agreed in writing between Supplier and Customer or if there is no such period within a reasonable time;

4.1.2. If the delay is due to Force Majeure pursuant to Clause 13.

In the event of any such delay as aforesaid, Supplier shall have the right to an extension of time to perform the Services by such reasonable period having regard to the nature of such delay, and the right to be paid all reasonable costs charges and losses sustained or incurred by Supplier as a result thereof and any such act or omission have been payable pursuant to the Pricing Schedule.

#### 5. Project Change Control Procedure

5.1. Either party may at any time propose a Project Change Control. Such party shall give notice of such proposed Project Change Control together with full particulars to the other party. Subject to the agreement of Customer, Supplier shall within a reasonable time of the service of the Project Change Control prepare at its discretion and at Customer's cost at Supplier's current rate, either a feasibility study or proposal or, if it is satisfied that the proposed Project Change can be implemented without such a study or proposal, an implementation plan incorporating (without limitation) Supplier's recommendation for the scope and period of performance.

5.2. As part of the preparation by Supplier of the feasibility study, proposal and/or plan Customer shall promptly furnish such information as Supplier may reasonably require, to enable Supplier to prepare a quotation for the proposed Project Change, which quotation shall include (without limitation):

5.2.1. Any cost of implementing the Project Change and/or any price for carrying out any new service;

5.2.2. Any proposal for amending the Agreement;

5.2.3. The scope of work to implement the Project Change including any effect on existing Services;

5.2.4. The timetable for such implementation; and

5.2.5. Any change to the duration of the Agreement.

5.3. In proposing a Project Change, both parties shall take due account of any current plans or developments of which it is aware and which the other may be considering in connection with the Services, provided always that this shall not

restrict either party's right to request a Project Change if it considers it appropriate.

5.4. If Customer accepts Supplier's quotation under Clause 5.2, Supplier shall prepare a Project Change schedule to the Agreement incorporating the agreed Project Change, which schedule shall be binding upon signature by both parties. If Customer does not accept Supplier's quotation under Clause 5.2, Customer shall forthwith notify Supplier in writing and, if applicable, shall pay to Supplier such reasonable costs as may have been incurred by Supplier in connection with the preparation of the quotation.

#### 6. Price and Payment

6.1. The Professional Services charge does not include travel time, the cost of travel, accommodation and subsistence, and expenses incurred by Supplier in the course of providing the Services which shall be charged to Customer and payable pursuant to State of Florida statutes Clause 6.2 provided that Supplier shall on written request of Customer provide Customer with such evidence of such costs and expenses as Customer may reasonably require.

6.2. Supplier shall invoice Customer in accordance with the Pricing Schedule. Unless specified otherwise, payment of all amounts due under the Agreement shall be made within 45 days of the date of invoice.

6.3. If Customer disputes the contents of any invoice, it shall provide Supplier in writing with reasons for non-payment and supporting evidence. In such event, Customer shall be entitled to suspend payment of the disputed part of the invoice. The parties shall discuss the disputed amount of the invoice as soon as possible. If it is established that the reasons are justified, the invoice shall be adjusted and Customer shall pay the remaining balance within thirty days after receipt of the adjusted invoice. If it is established that the reasons are unjustified, Customer shall pay the disputed balance immediately, together with interest in accordance with Clause 6.4 if applicable. Any part of an invoice properly disputed by Customer shall not affect payment of the undisputed portion. If no notification of dispute is received by Supplier within the credit period following the dispatch of the invoice, Customer shall be precluded from disputing payment of such invoice.

6.4. Supplier reserves the right to charge Customer interest in respect of the late payment of any sum due under this Agreement at the rate of one and one-half percent (1.5%) per month (or, if less, the maximum allowed by applicable law) on the overdue balance. Such interest shall immediately be paid by Customer upon first demand. All amounts due under this Agreement shall be paid

- in full without any deduction or withholding other than as required by law and Customer shall not be entitled to assert any credit set-off or counterclaim against Supplier in order to justify withholding payment of any such amount in whole or in part.
- 6.5. If after the due date for payment has passed, payment due under the terms of this Agreement is not made within 30 days of a written demand sent to Customer or within 30 days of the expiry of any agreed credit period (whichever is the longer), Supplier may at its discretion suspend the performance of the Services or any part thereof until payment in full is received from Customer. If upon resumption of the Services, Supplier is required to carry out any services or incur any costs which but for the suspension would not have been carried out or incurred, Customer shall reimburse the cost of any such service and costs, which shall be paid within 45 days of the date of the invoice.
7. Communication
- 7.1. Customer shall nominate a person with the necessary knowledge and experience relevant to the provision of the Services and with the requisite knowledge of Customer's business (including but not limited to Customer's organization, its operations and business practices) as its representative and as the prime point of contact with Supplier and through whom all communication with Supplier shall be made (the "Customer Project Manager"). The Customer Project Manager shall:
- 7.1.1. Serve as the interface between the Supplier and all departments of the Customer participating in the Project;
- 7.1.2. In conjunction with the Supplier Project manager, handle each Project Change Control;
- 7.1.3. Obtain and provide all information, data, decisions, and approvals, within one (2) working day of his receipt of a request from the Supplier, unless the Parties (acting reasonably and promptly) agree to extend the response time;
- 7.1.4. Resolve deviations from the Project Plan that are attributable to the Customer; assist with the resolution of any issues with the Project issues, and escalate those issues internally, as necessary; and
- 7.1.5. Monitor and report to the senior management of the Customer on the status of the Project
- 7.2. Supplier shall nominate a representative who shall be responsible for monitoring and reviewing the performance of the Agreement and through whom all communication with Customer shall be made (the "Supplier Project Manager").
- 7.3. Each party may at any time substitute another suitable person as its representative, and shall give notice to the other party of any such substitution.
- 7.4. The parties' representatives shall meet periodically as agreed between the parties to review the Services and to deal with any requests and problems as may have arisen in the period prior to the review.
- 7.5. Either party shall be entitled to call a meeting referred to in Clause 7.4 upon not less than three (3) days' notice if that party reasonably considers that there are issues which need to be discussed and/or resolved relating to the Services. Both parties shall use all reasonable endeavors to attend meetings called on shorter notice when urgently required. Any such meeting may if the parties agree be carried out by teleconference or videoconference.
8. Employment of Personnel
- 8.1. Supplier warrants that the personnel assigned by Supplier to the provision of the Services possess the degree of skill and experience appropriate to the tasks to which they are allotted. Supplier shall use reasonable endeavors to maintain the personnel so allotted but may substitute other suitably qualified personnel in connection with its own business requirements or if such personnel are for any reason absent from work. If any assigned personnel are promoted to a higher job category during the period of the Agreement and Customer has requested that any such personnel should continue to provide Services, Supplier may adjust the Pricing Schedule to take account of the increased cost to Supplier of employing such personnel.
- 8.2. During the period of the Agreement and for a period of six (6) months thereafter neither party shall without the prior written consent of the other party either directly or indirectly or in conjunction with any other person induce any employee or contractor of the other party or its Associated Companies who is or has, in the case of the Supplier's employees, been directly involved in the Supply or, in the case of the Customer's employees, been involved in the purchase of the Services to leave his employment and become an employee of such party or any Associated Company of such party.
- 8.3. As part of the written consent referred to in Clause 8.2, the party giving the consent (the "Original Employer") may require the other party to make a payment to the Original Employer to reflect the cost of recruiting a replacement for such employee and to cover any losses and costs incurred by the Original Employer as a result of such employee ceasing to be employed by the Original Employer.

9. Intellectual Property Rights

- 9.1. Unless otherwise agreed in writing, any Intellectual Property Rights arising solely out of and in the course of the work carried out by Supplier as part of the Services shall vest in Supplier.
- 9.2. Subject to the payment of all sums due to Supplier under the Agreement, Supplier agrees to grant or procure the grant to Customer of a non-exclusive, perpetual, royalty-free license (but with no right to sub-license the use to any third party) of the Intellectual Property Rights referred to in Clause 9.1 to use and reproduce the same in connection with the running of its own business.
- 9.3. To the extent that Supplier requires a license under any Intellectual Property Rights vested in or licensed to Customer to enable Supplier to carry out the Services, Customer hereby grants to Supplier, Supplier's Associated Companies, agents and sub-contractors engaged in providing the Services and warrants that it has the right so to grant a non-exclusive, royalty-free license for the duration of the Agreement.
- 9.4.
  - 9.4.1. Supplier shall forthwith notify Customer if any claim or demand is made or action brought against Supplier for infringement or alleged infringement of any Intellectual Property Rights which may affect the use by Customer of the Services.
  - 9.4.2. Customer shall forthwith notify Supplier if any claim or demand is made or action brought against Customer for infringement or alleged infringement of any Intellectual Property Rights in connection with the Services. Supplier shall have the right at its own expense to conduct any litigation arising therefrom and in such event Customer hereby agrees to grant to Supplier exclusive control of any such litigation and such negotiations.
  - 9.4.3. Customer shall at the request of Supplier afford to Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against Customer or Supplier for infringement or alleged infringement of any such Intellectual Property Rights and shall be repaid all costs and expenses (including but not limited to reasonable legal costs and disbursements) incurred in so doing.
  - 9.4.4. Customer shall not make any admissions which may be prejudicial to the defense or settlement of any claim, demand or action for infringement or alleged infringement of any such Intellectual Property Rights by Customer or Supplier.

9.4.5. If a claim, demand or action for infringement or alleged infringement of any such Intellectual Property Rights is made in connection with the provision of the Services or in the reasonable opinion of Supplier is likely to be made, Supplier may at its own expense either:

9.4.5.1. Modify the way the Services are provided, without reducing the performance and functionality of the same, so as to avoid the infringement or the alleged infringement and the terms herein shall apply mutatis mutandis to such modified Services; or

9.4.5.2. Procure a license on such terms as it shall think fit for Supplier to perform the Services and on terms which are reasonably acceptable to Customer.

9.5. The foregoing provisions of this Clause shall not apply insofar as any such claim or demand or action is in respect of:

9.5.1. Any use by or on behalf of Customer of anything supplied by Supplier under this Agreement in combination with any item not so supplied where such use of the item directly gives rise to the claim, demand or action; or

9.5.2. Any modification carried out by or on behalf of Customer to any item supplied by Supplier under this Agreement if such modification is not authorized by Supplier in writing; or

9.5.3. Customer's unreasonable refusal to use a modified form of the Services supplied pursuant to Clause 9.4.5.

9.6. If Supplier has availed itself of its rights to modify the way the Services are provided under Clause 9.4.5.1 or to procure a license in accordance with Clause 9.4.5.2 and such exercise of the said rights has avoided any claim, demand or action for infringement or alleged infringement, then Supplier shall have no further liability thereafter under this Clause 9 in respect of the said claim, demand or action.

9.7. Customer hereby warrants that any instructions given in relation to Supplier's use of any third party item supplied directly or indirectly by Customer shall not cause Supplier to infringe any third party's Intellectual Property Rights in such item.

10. Warranty

10.1. Supplier warrants to Customer that any Software will, at the time of delivery, or, if installed by Supplier, at the date of installation of the Software, and for sixty (60) days thereafter, be free from defects and will conform in all material respects to the agreed Software specification (if

- any). Customer's remedy and Supplier's obligations shall be limited to debugging any defective Software provided the defect is reported to Supplier within the sixty (60) day period. This warranty shall not apply in circumstances in which Supplier reasonably believes that the Software has been subject to misuse, neglect, improper installation, repair, alteration or damage by Customer or by anyone authorized by Customer to use the Software, or where Customer has carried out its own acceptance tests and the defect has not been revealed. Any work carried out by Supplier to rectify any defects in such circumstances shall be chargeable at Supplier's current rates.
- 10.2. Supplier does not warrant that the operation of the Software will be uninterrupted or error-free or that defects in Software can be corrected. Unless otherwise agreed, Customer shall use Software at its own risk.
- 10.3. Supplier will, so far as it is able, pass to Customer the benefit of any warranties in respect of any software created by third parties where such software is provided by Supplier to Customer as part of the Services.
- 11. Liability**
- 11.1. The Supplier's liability in respect of (i) death or personal injury; and (ii) fraud or fraudulent misrepresentation, including statements made by us fraudulently prior to the date of this Agreement shall not be limited.
- 11.2. The Supplier's liability for direct physical damage to the Customer's tangible property under this Agreement shall be limited to one million dollars (\$1,000,000).
- 11.3. The Supplier shall have no liability to the Customer for:
- 11.3.1. Loss of profits, revenue, savings, data programs or electronic records, business, goodwill or contracts and
- 11.3.2. Any type of indirect or consequential loss or damage provided that the customer is present and aware of all activities.
- 11.4. The Supplier have no liability hereunder unless written notice has been received within six (6) months of the cause of action giving rise to the claim occurring, giving reasonable details of the subject matter of the claim. Notwithstanding the foregoing, no action, regardless of form, arising out of the subject matter of the Agreement may be brought by either party more than one year after completion of the Services except that action for non-payment may be brought by the Supplier within one year after the expiry or termination of the Agreement or one year after the date of last payment whichever is later.
- 11.5. Save as expressly stated in this Agreement, all conditions, terms and undertakings whether implied, statutory or otherwise in respect of the Services or any part thereof are hereby excluded to the extent permitted at law.
- 11.6. The exclusions and limitations of liability set out in this Agreement shall exclude and limit all of the Supplier's liability to the Customer in respect of all matters arising out of or in connection with this Agreement whether in contract, tort (including but not limited to negligence), for breach of statutory duty or otherwise.
- 12. Force Majeure**
- If either party's performance of its obligations is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof. If by reason of Force Majeure, either party is unable to perform or there are delays by such party in the performance of any such obligation, then in the event that Force Majeure affects such party's obligations, such party's performance of any such obligation shall be suspended as long as the Force Majeure continues and the time for performance of that obligation shall be extended accordingly, and the party otherwise in default shall not in any event be liable to the other party for any loss or damage whatsoever ad howsoever arising (whether direct or indirect loss of damage) incurred or suffered or for any breach of any of the terms of the Agreement by reason of such Force Majeure.
- 13. Confidentiality**
- 13.1. Each party ("the receiving party") shall at all times during the continuance of this Agreement and after its termination:
- 13.1.1. Maintain confidential all information given to him by the other party ("the disclosing party") at any time in respect of the business and affairs of the other party, whether initially disclosed orally or in writing, or in the form of samples, models, computer data or software, or by demonstration or otherwise, which is by its nature confidential or is previously identified or indicated to the receiving party by the disclosing party as being confidential information ("the Information");
- 13.1.2. Not use the Information other than for the purposes of this Agreement;
- 13.2. The receiving party shall limit disclosure of the Information to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by the receiving party's employees, who have a need to know such Information in the course of the proper performance of their duties and who are contractually bound to protect the confidentiality of such Information on similar terms as contained in this Clause 14.

- 13.3. Information disclosed pursuant to this Agreement shall be stored securely. Upon expiry or termination of this Agreement pursuant to Clause 15 the receiving party shall return all Information and all permitted copies of the same to the disclosing party, save where archive copies kept by the receiving party are required by law or a relevant regulatory authority.
- 13.4. Except where the disclosing party gives written instructions to the receiving party at any time that the obligations of confidentiality in respect of specified items of Information should be maintained for a different period, the receiving party's obligations pursuant to this Agreement shall notwithstanding subsequent termination continue for a period of five (5) years.
- 13.5. The receiving party shall be permitted to use or disclose any part of the Information to the extent only that:
- 13.5.1. The Information is in or comes into the public domain otherwise than by disclosure by the receiving party; or
- 13.5.2. The Information was or is lawfully obtained or available from a third party who is lawfully in possession of the same and free to disclose it; or
- 13.5.3. The receiving party already has knowledge of the Information prior to disclosure by the disclosing party as evidenced by written records; or
- 13.5.4. Such disclosure is required by law or governmental regulation.
- 13.6. Nothing in this Clause shall be deemed to grant a license expressly or by implication under any Intellectual Property Rights.
- 13.7. This Clause shall supersede any existing agreement between the parties concerning the confidentiality of information as may have been entered into in anticipation of the conclusion of the Agreement.
14. **Duration and Termination**
- 14.1. Subject to Clause 15.3, if Customer purports to terminate this Agreement during the term of the Agreement, the Total Charge shall nevertheless continue to be payable as if the Agreement had continued to the end of such term. Notwithstanding Clause 6.5, and subject to Clause 6.3, if Customer fails to make payment promptly on the due date for payment and payment is not received in full within thirty (30) days of a written reminder to Customer that payment is overdue Supplier may at its discretion terminate the Agreement.
- 14.2. Notwithstanding Clause 15.1, either party shall be entitled to terminate this Agreement if the other:
- 14.2.1. Commits any material breach of any term of this Agreement (other than a failure to make payment permitting termination by the Supplier under Clause 15.1) which (in the case of a breach capable of being remedied) shall not have been remedied within a reasonable period but not less than sixty (60) days of a written request to remedy the same
- 14.3. Any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
15. **Consequences of Termination or Expiration**
- Upon termination or expiration of the Agreement Supplier shall be entitled to enter upon the premises of Customer for the purposes of recovering any equipment or materials which are the property of Supplier, for which purpose Customer hereby grants Supplier an irrevocable license to enter any such premises with reasonable notice to the customer.
16. **Risk of Loss**
- All work, including data, delivered to Customer by Supplier ("Deliverables") shall become the responsibility of Customer to protect from loss, damage or destruction on delivery and Customer assumes such responsibility and the related risk. Deliverables shall be considered delivered either when Customer takes physical possession of them directly from Supplier, when they are stored at Customer's location, when they are mailed to Customer by registered post, or when they are physically transferred to a common carrier for shipment to Customer whichever is earlier. Further, Customer agrees that: (i) Supplier shall not be liable for any such loss, damage or destruction relating to Deliverables, and (ii) replacement or other reworking of any Deliverables which are lost, damaged or destroyed after delivery to Customer shall be at the sole cost of the Customer.
17. **Assignment of Agreement**
- Neither party may assign or subcontract (in whole or in part) any of the benefit of or their obligations under the Agreement without the written consent of the other party, except that: (i) the Supplier may assign the benefit subject to the burden of this Agreement (or any part thereof) to any Associated Company; (ii) Supplier shall be entitled to sub-contract any of its obligations under this Agreement to any other person with the consent of Customer, such consent not to be unreasonably withheld or delayed, except that such consent shall not be required in the case of Supplier subcontracting its obligations to an Associated Company; and (iii) the Supplier shall have the right to assign its right to receive due payment of any Total Charges to a third party and the Supplier shall inform the Customer of the identity of such third party if and when such assignment takes place. Subject to the other

- provisions of this Clause 18, this Agreement is binding upon and shall ensure for the benefit of the parties' personal representatives, assigns and successors in title.
18. **Waiver**  
The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
19. **Notices**  
Any notice or other communication required to be given pursuant to the Agreement shall be in writing and given in English, delivered by hand or sent by pre-paid first class post or by facsimile (such facsimile notice to be confirmed by letter posted within 12 hours) or by email to the address of the other party set out in the Agreement (or such other address as may have been notified) and any such notice or other communication shall be deemed to have been served, if delivered by hand, at the time of delivery or, if sent by post 48 hours after posting or, if sent by facsimile, at the time of transmission, provided the notice has not been corrupted during transmission or, if sent by email, at the time at which the communication is first stored in the other party's mailbox.
20. **Invalidity and Severability**  
If any provision of the Agreement shall be found by any court to be invalid or unenforceable to the invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible to economic legal and commercial objectives of the invalid or unenforceable provision.
21. **Agency Partnership or Joint Venture**  
The Agreement shall not operate so as to create or recognize an agency, partnership or joint venture of any kind between the parties hereto.
22. **Whole Agreement**  
Unless otherwise agreed in writing the Agreement supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, save in respect of statements made fraudulently. These Standard Terms and Conditions and any other terms of the Agreement shall govern the Agreement to the exclusion of any other terms and conditions made or purported to be offered or made by Customer. Any use by Customer of a purchase order shall be acceptable as long as it is used for administrative purposes only and any purchase conditions incorporated in the purchase order expressly or by reference shall have no effect. The Agreement may only be amended by written document signed by the parties' authorised representatives.
23. **Governing Law**  
This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without giving effect to choice of law or conflicts of law provisions. Any dispute arising out of this Agreement shall be adjudicated solely in the applicable federal or state courts within the State of Florida. The parties each agree that they are subject to the personal jurisdiction of those courts, and each waives the right to challenge the personal jurisdiction of those courts over it.
24. **Export Control**  
In the event of the export by Customer of any items which are subject to export control legislation, Customer agrees to comply with all applicable legal requirements on export control and shall indemnify Supplier in respect of all claims made by any third party or regulatory body as a result of such non-compliance.
25. **Third Party Rights**  
A person who is not a party to this Agreement has no right to enforce any term of this Agreement.
26. **Dispute Resolution**  
26.1. For the purpose of this Agreement the parties agree to comply with the following dispute resolution procedure in relation to all disputes or claims arising in connection with the parties' obligations in the Agreement.  
26.2. All disputes between the parties arising out of or relating to this Agreement shall be referred by Customer to a director of Customer and by Supplier to a director of Supplier. If the dispute cannot be resolved by such representatives within sixty (60) days of the dispute being referred to them the dispute may be referred:  
26.2.1. If the dispute is of a technical nature or is expressed by this Agreement to be subject to expert determination to an expert (the "Expert") who shall be deemed to act as expert and not as arbitrator; and  
26.2.2. In all other aspects it shall be determined pursuant to Clause 24.  
26.3. The Expert shall be selected by mutual agreement or, failing agreement, within fourteen (14) days after a request by one party to the other, shall be chosen at the request of either party by the President who shall be requested to choose a suitably qualified and experienced Expert for the dispute in question.  
26.4. Within seven (7) days of the Expert accepting the appointment the parties shall submit a written report on the dispute to the Expert and to each other and seven (7) days thereafter shall submit any written replies they wish to make to the Expert and to each other. Both parties will then

afford the Expert all necessary assistance which the Expert reasonably requires to consider the dispute including but not limited to access to any documentation or correspondence relating to the Services. The Expert shall be instructed to deliver his determination to the parties within fourteen (14) days after the submission of the written reports.

- 26.5. Decisions of the Expert shall be final and binding and not subject to appeal.
- 26.6. The Expert shall have the same powers to require any party to produce any documents or information to him and the other party as an arbitrator and each party shall in any event supply to him such information which it has and is material to the matter to be resolved and which it could be required to produce on disclosure.
- 26.7. The fees of the Expert shall be borne by the parties in the proportion as shall be determined by the Expert having regard (amongst other things) to the conduct of the parties.



## SCHEDULE A

### SERVICES

#### **Executive Summary**

RoseWare LLC will create an 'IT Strategic Plan' with the Brevard County Clerk of the Courts to include seven key technology initiative/accomplishments attributed to Mitch Needelman's leadership.

1. Reducing IT Infrastructure Cost
2. Streamlining the Supply Chain
3. Reducing Energy Costs
4. Shared Services for Mission Support Activities
5. Analytics to stop payments in error
6. Reduce field operations and where possible apply electronic self service
7. Monetize the government assets on the balance sheet

#### **Statement of Work – Work shall be completed within six weeks of contract signing**

##### **Visionary Session**

1. Kick off the project
2. Analysis of 'Like' Thinking and Alignment regarding State of the Business (optional)
3. Educate core members of the staff and executive team
4. Current Trends in Courts and computing
5. Future Developments in Information Technology
6. Trends and Directions in IT in Public Sector

##### **Information Technology Interviews**

1. RoseWare Staff and 1 key member of the Clerk of the Court Staff – most department heads
2. Requirements Definition
3. 2 to 3 days of interviews (some may be online questions)
4. RoseWare Staff will review website sitemap and technology

##### **Information Systems Technology**

1. Information Systems Inventory of current software, middleware and hardware
2. Review historical funding for Information Systems
3. Review historical Information Systems resources and department structure

##### **Deliverable**

1. Clerk of the Court IT Strategy Document
2. Action Plans with timeline

## Assumptions

- Supplier and Customer are entering into a Strategic Partnership. In doing so, Customer agrees to:
  - o Customer will be a Referral site
  - o Customer will allow for Supplier to reference Customer in Press Releases
- The Services will be performed during normal business hours (being 8:00 am to 5:00 pm) on weekdays and not on weekends or public holidays unless the Parties agree otherwise (acting reasonably and promptly).

**Schedule B**  
**Pricing Schedule**

**Pricing Schedule**

The payment schedule for these charges is as follows:

**RoseWare Services**

The fixed price for the RoseWare Services is \$100,000.00 with payment being due upon contract signing.

Travel and Living expenses are to be billed to customer as incurred pursuant to Florida statutes.

Augustyniak, Daniel

From: Matt DuPree  
Sent: Wednesday, March 21, 2012 1:50 PM  
To: ngeaney@blueware.net  
Subject: Fwd: BlueGem Invoice for Professional Services Audit

Nick, can you make the following changes and get them back to me as soon as you can. I'll call you after the 2 pm meeting.  
Matt

Sent from my iPhone  
Begin forwarded message:

Please make the following corrections for submission: 1. Under item "Terms" change to "due upon receipt" 2. Alter billing to remove billable expenses, ie... travel and living expenses 3. Add below: "Professional services": a. Evaluate and audit scanning capabilities and efficiencies b. Evaluate and Audit redaction and IT hardware and software available to meet digitization demands c. Evaluate current scanning and redacting capacities and demands d. Appraise software and hardware inputting and output to industry "best practices" standard e. Assess personnel time and efficiency requirements for current demand f. Present oral report of audits and activities & bsp  
i. Outline current staff and technologies abilities compare to industry "best practices"  
ii. Analyze software and hardware needs to increase efficiencies and reduce costs  
iii. Suggest software/hardware/personnel deployment strategies for improved performance  
iv. Suggest improvements for improving current and back compliance with record digitization "best standards."

From: Matt DuPree [mailto:wmdupree@gmail.com]  
Sent: Wednesday, March 21, 2012 1:34 PM  
To: gwpomichter@gmail.com [mailto:gwpomichter@gmail.com]  
Subject: Fwd: BlueGem Invoice for Professional Services Audit

Sent from my iPhone

Begin forwarded message: From: Sue Smith <ssmith@blueware.net [mailto:ssmith@blueware.net]>

Date: March 20, 2012 2:34:26 PM EDT

To: mdupree@cfl.rr.com [mailto:mdupree@cfl.rr.com]

Cc: ngeaney@blueware.net [mailto:ngeaney@blueware.net]

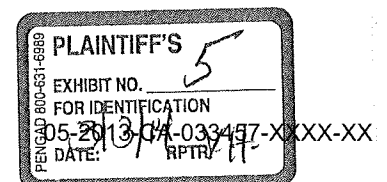
Subject: FW: BlueGem Invoice for Professional Services Audit From: Sue Smith [mailto:ssmith@blueware.net [mailto:ssmith@blueware.net]]

Sent: Tuesday, March 20, 2012 9:57 AM

To: mdupree@cfl.rr.com [mailto:mdupree@cfl.rr.com]

Cc: ngeaney@blueware.net [mailto:ngeaney@blueware.net]; dbrigham@blueware.net [mailto:dbrigham@blueware.net]

Subject: BlueGem Invoice for Professional Services Audit Hi Matt, Attached is our invoice for the Brevard County Clerk of Court Audit. Thanks Sue Ne



Kind Regards,

Nick Geaney

Begin forwarded message:

**From:** Matt DuPree <[wmdupree@gmail.com](mailto:wmdupree@gmail.com)>

**Date:** March 21, 2012 1:49:45 PM EDT

**To:** [ngeaney@blueware.net](mailto:ngeaney@blueware.net)

**Subject:** Fwd: BlueGem Invoice for Professional Services Audit

Nick, can you make the following changes and get them back to me as soon as you can. I'll call you after the 2 pm meeting.

Matt

Sent from my iPhone

Begin forwarded message:

Please make the following corrections for submission:

1. Under item "Terms" change to "due upon receipt"
2. Alter billing to remove billable expenses, ie... travel and living expenses
3. Add below: "Professional services":
  - a. Evaluate and audit scanning capabilities and efficiencies
  - b. Evaluate and Audit redaction and IT hardware and software available to meet digitization demands
  - c. Evaluate current scanning and redacting capacities and demands
  - d. Appraise software and hardware inputting and output to industry "best practices" standards
  - e. Assess personnel time and efficiency requirements for current demand
  - f. Present oral report of audits and activities
    - i. Outline current staff and technologies abilities compare to industry "best practices"
    - ii. Analyze software and hardware needs to increase efficiencies and reduce costs
    - iii. Suggest software/hardware/personnel deployment strategies for improved performance
    - iv. Suggest improvements for improving current and back compliance with record digitization "best standards."

**From:** Matt DuPree [<mailto:wmdupree@gmail.com>]

**Sent:** Wednesday, March 21, 2012 1:34 PM

**To:** [gwpmichter@gmail.com](mailto:gwpmichter@gmail.com)

**Subject:** Fwd: BlueGem Invoice for Professional Services Audit

Sent from my iPhone

Begin forwarded message:

**From:** Sue Smith <[ssmith@blueware.net](mailto:ssmith@blueware.net)>  
**Date:** March 20, 2012 2:34:26 PM EDT  
**To:** [mdupree@cfl.rr.com](mailto:mdupree@cfl.rr.com)  
**Cc:** [ngeaney@blueware.net](mailto:ngeaney@blueware.net)  
**Subject:** FW: BlueGem Invoice for Professional Services Audit

**From:** Sue Smith [<mailto:ssmith@blueware.net>]  
**Sent:** Tuesday, March 20, 2012 9:57 AM  
**To:** [mdupree@cfl.rr.com](mailto:mdupree@cfl.rr.com)  
**Cc:** [ngeaney@blueware.net](mailto:ngeaney@blueware.net); [dbrigham@blueware.net](mailto:dbrigham@blueware.net)  
**Subject:** BlueGem Invoice for Professional Services Audit

Hi Matt,

Attached is our invoice for the Brevard County Clerk of Court Audit.

Thanks Sue

RoseWare

An International Corporation

RoseWare  
601 N Miramar Ave  
Suite 305  
Indianapolis, FL

Tel: 231-779-0224  
Fax: 231-779-1002

INVOICE  
040412-1

TO: Brevard County Clerk  
700 South Park Avenue  
Titusville, FL 32780

SAP VENDOR #: 447737

SAP P. O. #: 45000

SAP LINE ITEM #:

Customer	Date	Term	Contact
Brevard County	4/5/2012	Due Upon Contract Signing	Mitch Needelman
Description	Amount		

IT Consultancy for Brevard County Clerk of the Courts

\$ 100,000.00

Invoice subtotal \$ 100,000.00

Invoice total \$ 100,000.00

Beneficiary: RoseWare  
Currency: US Dollar  
Correspondent Bank: Citizens Bank  
Location: 103 N Mitchell Street  
Cadillac, MI 49601

Routing [REDACTED]  
Acct [REDACTED]

*Mitch Needelman*  
06 APRIL 2012



Information Reporting Payments Account Transfers Services  
Wire Transfer Preferred Recipients Import/Export Payment Reports

Dashboard | Messages | Admin | User Manual | Help | Sign Off



## View Payment: Domestic Wire

Use this screen to view a Domestic Wire.

### Payment Information

Payment Type: Domestic Wire

[View Payment History](#)

Status: Confirmed

Confirmation Number: [REDACTED]

Sequence Number: [REDACTED]

Debit Account: CPR - [REDACTED] -- USD

Debit Amount: \$100,000.00

Value Date: 04/06/2012

Send Date: 04/06/2012

Frequency: One Time Only

Sender's Reference: Invoice # 040412

Reference for Beneficiary: Invoice # 040412

### Details of Payment:

### Beneficiary Information

Beneficiary ID Type: Account Number

Beneficiary ID: [REDACTED]

Beneficiary Name: RoseWare

Address: 103 N Mitchell St  
Cadillac, MI 49601

Beneficiary Bank ID Type: ABA

Beneficiary Bank ID: [REDACTED]

Beneficiary Bank Name: CITIZENS BANK

Address: FLINT

FLINT MI UNITED STATES

### Bank to Bank Information

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RoseWare LLC has been contracted by the Clerk of the Court of Brevard County to complete an IT audit and to help develop an IT Strategic Plan for the Clerk's Office.

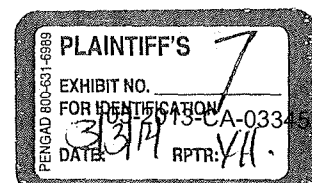
During the audit phase, which started April 16<sup>th</sup>, 2012, RoseWare LLC employees identified 4 separate incidents that appear to be unauthorized attempts to access the Clerk of the Courts network or deny access to the network.

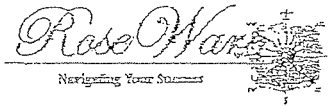
Two RoseWare employees, Eric Loye and Matt Raab were given access to the Brevard County Clerk of the Court network after completing finger printing and background checks.

Incident 1: On Friday April 20<sup>th</sup>, 2012 Eric Love installed a PC onto the Clerk of the Courts network running Spiceworks network monitoring software. The software is used to passively monitor network activity and identify the types of devices installed on the network. The output of the monitor was to provide an inventory to be used in the audit. Eric Love was monitoring the Spiceworks network monitor to ensure it was collecting the required data. Three PC devices were observed on the network that had unusual names. The IT Department uses a structured naming convention and the 3 devices seen that did not follow the naming convention. We asked the desktop support group what these devices were and they were uncertain. As it was late in the day we were going to follow up on Monday, April 23<sup>rd</sup> 2012 to determine what these devices might be and we would let Spiceworks network monitor run all weekend. On Monday, April 23<sup>rd</sup> 2012, Eric found the Spiceworks monitor had been blocked not allowing the capture of the network information. Eric restarted the monitor on Monday April 23<sup>rd</sup> 2012 and it ran for the next week without fail; however the three PC's previously observed were no longer in the inventory list.

Incident 2: Unauthorized attempt to connect directly to the data base server. On April 25<sup>th</sup> 2012 there were several attempts to connect directly to the data base servers rather than connecting through an application. The Brevard Clerk of the Court IT department investigated the attempt and could not identify who or where the attempt was being initiated from. The IT Team called Cindy Rabe and she thought that a PC might have lost network connection and was trying to establish a connection and showed the invalid connection. There have been no further unauthorized attempts identified. While looking at the servers, RoseWare identified that not all of the servers had antivirus software and recommended to the Clerk that this be added as soon as possible. The Clerk agreed with the recommendation and approved antivirus software being loaded on the servers.

Incident 3: While running the Spiceworks network monitoring tool a wireless device which was an iPhone named Mitzie was on the network on Saturday April 28<sup>th</sup> 2012 at 2:58pm. At 3:00pm when the Clerk entered the building the device disconnected from





the network. Wireless devices require a pass phrase to make connection and do not auto attach to the network. The device has not showed on the network since. There is usually no one in the buildings over the weekend.

Incident 4: A user accessed the public portal to view public court records on May 7<sup>th</sup> 2012 with a search for J Smith selecting dates from Jan 1900 through May 2012. This search was run several times in a row. This search action made access to the public portal unusable. The IT department has identified the source of the inquiry to a local ISP. (Metro PCS after looking at the firewall data) The IT department has changed the search to limit the results from a search as to prevent this type of search from making the public portal unusable. There have been no further attempts of such a broad search. The IT department also remarked that the portal has been available for a few years and this was the first knowledge of such an incident.

#### Summary Observation:

The interesting parts about each of the incidents are that they have happened over a short time period and no other incidents of this type had been previously identified. After each incident was investigated there have been no reoccurrences of the specific incident.

There is no indication that these incidents are related but the close proximity of time, the incidents did not reoccur after investigation and most were attempts to gain access to the network makes these suspicious in nature. Each of the incidents also gives the indication of specific knowledge about the nature of the network or application. (Less of a brute force attack but very specific attempts to access the network)

Incident 1 – Requires the knowledge to know where devices could be attached to gain network for access.

Incident 2 – Requires the knowledge of the structure of user ids and which servers are the data base servers in the network.

Incident 3 – Requires the knowledge of the pass phrase to connect to the wireless network.

Incident 4 – Requires the knowledge of creating a massive search and request it multiple times to create a denial of service action.



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Respectfully submitted by:

Matt Raab CISSP

VP of Professional Services at RoseWare LLC

---

1825 Riverview Dr. • Melbourne, FL • 32901 • United States • (321) 952-5999

447737

# RoseWare

RoseWare  
1825 Riverview Drive  
Melbourne, FL 32901

("Supplier")

Brevard County Clerk of Courts  
700 South Park Avenue  
Titusville, FL 32780

("Customer")

## Addendum to the IT Consulting Contract for Abnormal Incidents

IT IS AGREED as follows:

1. This Addendum is made between Supplier and Customer for the provision of the Services described in Schedule A ("Statement of Work") in consideration of the Total Charge set out in Schedule B ("Pricing Schedule").
2. This Addendum shall comprise:
  - 2.1. The Statement of Work;
  - 2.2. The Total Pricing Schedule; and
  - 2.3. Clause 3 set out below.
3. This Services performed under this Addendum shall commence May 1, 2012 and is subject to the provisions of the Supplier's Standard Terms and Conditions for IT Services in the IT Consulting Contract.

For and on behalf of:

RoseWare

Date: May 1, 2012

Signed by: Rose M. Harr

Rose M. Harr (print name)

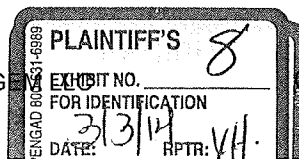
For and on behalf of:

Brevard County Clerk of Courts

Date: 01/14/2012

Signed by: [Signature]

LITCH MEADOWS (print name)



**SCHEDULE A**  
**STATEMENT OF WORK**

Due to unusual findings further consulting services required surrounding abnormal incidents.

**SCHEDULE B**  
**PRICING SCHEDULE**

**Pricing Schedule**

Customer will pay One Hundred Fifty Thousand Three Hundred Fifty Dollars (\$150,350.00) under this Contract. Payment in full is nonrefundable and fully earned upon execution of this Contract.

	Total Contract Amount	Payment Distribution
Total Contract Amount	\$ 150,350.00	
Initial payment due upon contract signing		\$ 150,350.00
Total (both columns should be equal)	\$ 150,350.00	\$ 150,350.00

Travel and Living expenses are to be billed to customer as incurred.

# RoseWare

Remit to: RoseWare  
3060 West 13th Street  
Cadillac, MI 49601  
Tel: +1 (231) 779-0224  
Fax: +1 (231) 779-1002

SAP VENDOR #: 447737

SAP P. O. #: 45000

INVOICE

999111

SAP LINE ITEM #: \_\_\_\_\_

TO: Brevard County Clerk  
Attn: Accounts Payable  
700 South Park Avenue  
Titusville, FL 32780

Customer	Date	Terms	Contract
BREVARD	5/3/2012	Due Upon Contract Signing	Accounts Payable
Description			

Addendum to the IT Consultancy Contract  
for Abnormal Incident Reports



\$ 150,350.00

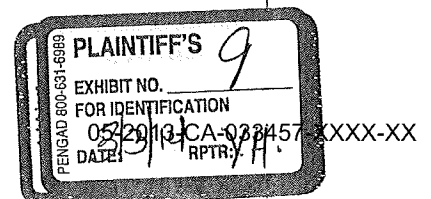
*Mr. [Signature]*  
03/1/12 2012

Invoice total

\$ 150,350.00

Beneficiary: Roseware LLC  
Currency: USD  
Correspondent Bank: Citizens Bank  
Location: 103 N Mitchell ST  
Cadillac, MI 49601  
(231) 779-4252

Routing Number:   
Account Number: 



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[Wire Transfer](#) | [Preferred Recipients](#) | [Import/Export](#) | [Payment Reports](#)**View Payment: Domestic Wire**

Use this screen to view a Domestic Wire.

**Payment Information**

Payment Type: Domestic Wire

[View Payment History](#)

Status: Confirmed

Confirmation Number: [REDACTED]

Sequence Number: 15909354

Debit Account: [REDACTED]

Debit Amount: \$150,350.00

Value Date: 05/03/2012

Send Date: 05/03/2012

Frequency: One Time Only

Sender's Reference: Savings Contract

Reference for Beneficiary: Savings Contract

**Details of Payment:****Beneficiary Information**

Beneficiary ID Type: Account Number

Beneficiary ID: [REDACTED]

Beneficiary Name: Blue GEM LLC

Address: 3050 Cadillac St  
Cadillac MI  
49601

Beneficiary Bank ID Type: ABA

Beneficiary Bank ID: [REDACTED]

Beneficiary Bank Name: FIRSTBANK (MT. PLEASANT)

Address: ALMA

ALMA MI UNITED STATES

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# RoseWare

RoseWare LLC  
3060 West 13<sup>th</sup> Street  
Cadillac, MI 49601

("Supplier")

Brevard County Clerk  
700 South Park Avenue  
Titusville, FL 32780

("Customer")

## Cost Containment for Brevard County Clerk of the Court

IT IS AGREED as follows:

1. This Agreement is made between Supplier and Customer for the provision of the Services described in Schedule A ("Statement of Work") in consideration of the Total Charge set out in Schedule B ("Pricing Schedule").
2. This Agreement shall comprise:
  - 2.1. Supplier's Standard Terms and Conditions for IT Services;
  - 2.2. The Statement of Work; and
  - 2.3. The Total Charge
  - 2.4. Clause 3 set out below.
3. This Agreement shall commence on or before 06 April 2012 and, subject to the provisions of the Supplier's Standard Terms and Conditions for IT Services, shall continue for 24 Months (the "Term").

For and on behalf of:

RoseWare LLC

Date:

Signed by:

Rose M. Harr (print name)

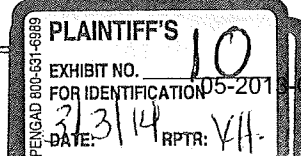
For and on behalf of:

Brevard County Clerk

Date:

Signed by:

Patricia Heuleman (print name)





## STANDARD TERMS AND CONDITIONS FOR I.T. SERVICES

### 1. Definitions

- 1.1. In this Agreement the following expressions shall have the following means:

*"Agreement"* means this agreement between the parties which incorporates the documents referred to a paragraph 2 on the front sheet;

*"Associated Company"* means any subsidiary for the time being of a party to this Agreement or the holding company of such party or any subsidiary of any such holding company.

*"Commencement Date"* means the date specified in the Agreement on which the Agreement comes into force or, if no such date is specified, the date on which the Services commence;

*"Force Majeure"* means any of the following: (i) Act of God, (ii) outbreak of hostilities, riot civil disturbance, acts of terrorism, (iii) the act of any government or authority (including refusal or revocation of any license or consent), (iv) fire, explosion, flood, fog or bad weather, (v) power failure, failure of telecommunication lines, failure or breakdown of plant, machinery or vehicles, (vi) default of suppliers or sub-contractors, (vii) theft, malicious damage, strike, lock-out or industrial action of any kind and (viii) any cause or circumstance whatsoever beyond either party's reasonable control;

*"Intellectual Property Rights"* means all patents, utility models, petty patents, design patents, design rights (whether registered or unregistered), semiconductor topography rights, trademarks, trade secrets, services marks, and copyright, and applications in any country of the World for any of the foregoing;

*"Normal Working Hours"* means the days and hours as specified in the Pricing Schedule;

*"Services"* means the services to be provided by Supplier to Customer, more particularly described in the Agreement and where the context admits shall include any part thereof;

*"Software"* means the computer software (if any) which Supplier has agreed to create for Customer as part of the Services;

*"Project Change Control"* means any change to the Services including but not limited to: (i) the addition or reduction of features or services, (ii) the addition or reduction of equipment and/or software, (iii) the use of existing equipment and/or software in a different configuration or for a different purpose;

*"Year"* means a period of 12 months after the Commencement Date and each anniversary of the Commencement Date thereafter.

### 1.2. Interpretation

- 1.2.1. All references to a statutory provision shall be construed as including references to any statutory provision, modification, consolidation or re-enactment (whether

before or after today's date) for the time being in force;

- 1.2.2. Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa;

- 1.2.3. Unless otherwise stated, a reference to a Clause or Schedule is a reference to a Clause or Schedule to this Agreement, and each Schedule shall be deemed to form part of this Agreement;

- 1.2.4. Clause headings are for ease of reference only and do not affect the construction of this Agreement;

- 1.2.5. Any reference to a party to the Agreement includes reference to its successors in title and permitted assigns.

### 2. Terms of Agreement

This Agreement shall come into force on the Commencement Date and subject as hereinafter provided in Clause 15 shall continue in force for the period specified in the Agreement or if no such period is specified until the Services have been substantially completed.

### 3. Performance of Services

- 3.1. Supplier shall diligently perform the Services with reasonable skill and care and in accordance with the terms of the Agreement. The Services shall be performed by Supplier during Normal Working Hours and any hours worked outside Normal Working Hours shall be charged separately as may be provided in the Pricing Schedule;

- 3.2. To the extent that they are reasonably required by Supplier to enable Supplier to perform the Services, Customer shall throughout the period of the Agreement, whether or not requested by Supplier, promptly provide Supplier with all information requested by Supplier and answer any questions from Supplier (including, without limitation, complete and accurate information concerning its requirements, organization, operations and activities and any decisions made by Customer in relation to the Services). Supplier reserves the right to charge Customer for extra costs incurred by Supplier as a result of any failure to comply with the provisions of this Clause limited to the scope of the contract

- 3.3. Customer shall provide Supplier free of charge with such office space and facilities as may reasonably be necessary to enable Supplier to fulfill its obligations under the terms of the Agreement;

### 4. Extension of Time

- 4.1. Supplier shall incur no liability whatsoever to Customer by reason of any delay in the performance of the Services:

- 4.1.1. If the delay is due wholly or partly to any act, omission or default on the part of the Customer, including but not limited to failure to provide information, or to approve any documents, reports, specifications or results of the Services for which approval is required by Customer within any periods agreed in writing between Supplier and Customer or if there is no such period within a reasonable time;
- 4.1.2. If the delay is due to Force Majeure pursuant to Clause 13.  
In the event of any such delay as aforesaid, Supplier shall have the right to an extension of time to perform the Services by such reasonable period having regard to the nature of such delay, and the right to be paid all reasonable costs charges and losses sustained or incurred by Supplier as a result thereof and any such act or omission have been payable pursuant to the Pricing Schedule.
5. Project Change Control Procedure
  - 5.1. As part of the preparation by Supplier of the feasibility study, proposal and/or plan Customer shall promptly furnish such information as Supplier may reasonably require, to enable Supplier to prepare a quotation for the proposed Project Change, which quotation shall include (without limitation):
    - 5.1.1. Any cost of implementing the Project Change and/or any price for carrying out any new service;
    - 5.1.2. Any proposal for amending the Agreement;
    - 5.1.3. The scope of work to implement the Project Change including any effect on existing Services;
    - 5.1.4. The timetable for such implementation; and
    - 5.1.5. Any change to the duration of the Agreement.
  - 5.2. In proposing a Project Change, both parties shall take due account of any current plans or developments of which it is aware and which the other may be considering in connection with the Services, provided always that this shall not restrict either party's right to request a Project Change if it considers it appropriate.
  - 5.3. If Customer accepts Supplier's quotation under Clause 5.2, Supplier shall prepare a Project Change schedule to the Agreement incorporating the agreed Project Change, which schedule shall be binding upon signature by both parties. If Customer does not accept Supplier's quotation under Clause 5.2, Customer shall forthwith notify Supplier in writing and, if applicable, shall pay to Supplier such reasonable costs as may have been incurred by Supplier in connection with the preparation of the quotation.
6. Price and Payment
  - 6.1. The Professional Services charge does not include travel time, the cost of travel, accommodation and subsistence, and expenses incurred by Supplier in the course of providing the Services which shall be charged to Customer and payable pursuant to State of Florida Statutes Clause 6.2 provided that Supplier shall on written request of Customer provide Customer with such evidence of such costs and expenses as Customer may reasonably require.
  - 6.2. Supplier shall invoice Customer in accordance with the Pricing Schedule. Unless specified otherwise, payment of all amounts due under the Agreement shall be made within 45 days of the date of invoice.
  - 6.3. If Customer disputes the contents of any invoice, it shall provide Supplier in writing with reasons for non-payment and supporting evidence. In such event, Customer shall be entitled to suspend payment of the disputed part of the invoice. The parties shall discuss the disputed amount of the invoice as soon as possible. If it is established that the reasons are justified, the invoice shall be adjusted and Customer shall pay the remaining balance within thirty days after receipt of the adjusted invoice. If it is established that the reasons are unjustified, Customer shall pay the disputed balance immediately, together with interest in accordance with Clause 6.4 if applicable. Any part of an invoice properly disputed by Customer shall not affect payment of the undisputed portion. If no notification of dispute is received by Supplier within the credit period following the dispatch of the invoice, Customer shall be precluded from disputing payment of such invoice.
  - 6.4. Supplier reserves the right to charge Customer interest in respect of the late payment of any sum due under this Agreement at the rate of one and one-half percent (1.5%) per month (or, if less, the maximum allowed by applicable law) on the undisputed overdue balance. Such interest shall immediately be paid by Customer upon first demand. All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law and Customer shall not be entitled to assert any credit set-off or counterclaim against Supplier in order to justify withholding payment of any such amount in whole or in part.
  - 6.5. If after the due date for payment has passed, payment due under the terms of this Agreement is not made within 30 days of a written demand sent to Customer or within 30 days of the expiry of any agreed credit period (whichever is the longer), Supplier may at its discretion suspend the performance of the Services or any part thereof until payment in full is received from Customer. If

upon resumption of the Services, Supplier is required to carry out any services or incur any costs which but for the suspension would not have been carried out or incurred, Customer shall reimburse the cost of any such service and costs, which shall be paid within 30 days of the date of the invoice. Any period of suspension shall be treated as a delay pursuant to Clause 4.1.

## 7. Communication

7.1. Customer shall nominate a person with the necessary knowledge and experience relevant to the provision of the Services and with the requisite knowledge of Customer's business (including but not limited to Customer's organization, its operations and business practices) as its representative and as the prime point of contact with Supplier and through whom all communication with Supplier shall be made (the "Customer Project Manager"). The Customer Project Manager shall:

7.1.1. Serve as the interface between the Supplier and all departments of the Customer participating in the Project;

7.1.2. In conjunction with the Supplier Project manager, handle each Project Change Control;

7.1.3. Obtain and provide all information, data, decisions, and approvals, within ~~one~~ (2) working day of his receipt of a request from the Supplier, unless the Parties (acting reasonably and promptly) agree to extend the response time;

7.1.4. Resolve deviations from the Project Plan that are attributable to the Customer; assist with the resolution of any issues with the Project issues, and escalate those issues internally, as necessary; and

7.1.5. Monitor and report to the senior management of the Customer on the status of the Project

7.2. Supplier shall nominate a representative who shall be responsible for monitoring and reviewing the performance of the Agreement and through whom all communication with Customer shall be made (the "Supplier Project Manager").

7.3. Each party may at any time substitute another suitable person as its representative, and shall give notice to the other party of any such substitution.

7.4. The parties' representatives shall meet periodically as agreed between the parties to review the Services and to deal with any requests and problems as may have arisen in the period prior to the review.

7.5. Either party shall be entitled to call a meeting referred to in Clause 7.4 upon not less than three (3) days' notice if that party reasonably considers that there are issues which need to be discussed

and/or resolved relating to the Services. Both parties shall use all reasonable endeavors to attend meetings called on shorter notice when urgently required. Any such meeting may if the parties agree be carried out by teleconference or videoconference.

## 8. Employment of Personnel

8.1. Supplier warrants that the personnel assigned by Supplier to the provision of the Services possess the degree of skill and experience appropriate to the tasks to which they are allotted. Supplier shall use reasonable endeavors to maintain the personnel so allotted but may substitute other suitably qualified personnel in connection with its own business requirements or if such personnel are for any reason absent from work. If any assigned personnel are promoted to a higher job category during the period of the Agreement and Customer has requested that any such personnel should continue to provide Services, Supplier may adjust the Pricing Schedule to take account of the increased cost to Supplier of employing such personnel.

8.2. During the period of the Agreement and for a period of six (6) months thereafter neither party shall without the prior written consent of the other party either directly or indirectly or in conjunction with any other person induce any employee or contractor of the other party or its Associated Companies who is or has, in the case of the Supplier's employees, been directly involved in the Supply or, in the case of the Customer's employees, been involved in the purchase of the Services to leave his employment and become an employee of such party or any Associated Company of such party.

8.3. As part of the written consent referred to in Clause 8.2, the party giving the consent (the "Original Employer") may require the other party to make a payment to the Original Employer to reflect the cost of recruiting a replacement for such employee and to cover any losses and costs incurred by the Original Employer as a result of such employee ceasing to be employed by the Original Employer.

## 9. Intellectual Property Rights

9.1. Unless otherwise agreed in writing, any Intellectual Property Rights arising solely out of and in the course of the work carried out by Supplier as part of the Services shall vest in Supplier.

9.2. Subject to the payment of all sums due to Supplier under the Agreement, Supplier agrees to grant or procure the grant to Customer of a non-exclusive, perpetual, royalty-free license (but with no right to sub-license the use to any third party) of the Intellectual Property Rights referred to in Clause

- 9.1 to use and reproduce the same in connection with the running of its own business.
- 9.3. To the extent that Supplier requires a license under any Intellectual Property Rights vested in or licensed to Customer to enable Supplier to carry out the Services, Customer hereby grants to Supplier, Supplier's Associated Companies, agents and sub-contractors engaged in providing the Services and warrants that it has the right so to grant a non-exclusive, royalty-free license for the duration of the Agreement.

9.4.

- 9.4.1. Supplier shall forthwith notify Customer if any claim or demand is made or action brought against Supplier for infringement or alleged infringement of any Intellectual Property Rights which may affect the use by Customer of the Services.
- 9.4.2. Customer shall forthwith notify Supplier if any claim or demand is made or action brought against Customer for infringement or alleged infringement of any Intellectual Property Rights in connection with the Services. Supplier shall have the right at its own expense to conduct any litigation arising therefrom and in such event Customer hereby agrees to grant to Supplier exclusive control of any such litigation and such negotiations.
- 9.4.3. Customer shall at the request of Supplier afford to Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against Customer or Supplier for infringement or alleged infringement of any such Intellectual Property Rights and shall be repaid all costs and expenses (including but not limited to reasonable legal costs and disbursements) incurred in so doing.
- 9.4.4. Customer shall not make any admissions which may be prejudicial to the defense or settlement of any claim, demand or action for infringement or alleged infringement of any such Intellectual Property Rights by Customer or Supplier.
- 9.4.5. If a claim, demand or action for infringement or alleged infringement of any such Intellectual Property Rights is made in connection with the provision of the Services or in the reasonable opinion of Supplier is likely to be made, Supplier may at its own expense either:
- 9.4.5.1. Modify the way the Services are provided, without reducing the performance and functionality of the same, so as to avoid the infringement or the alleged infringement and the

terms herein shall apply mutatis mutandis to such modified Services; or

- 9.4.5.2. Procure a license on such terms as it shall think fit for Supplier to perform the Services and on terms which are reasonably acceptable to Customer.

- 9.5. The foregoing provisions of this Clause shall not apply insofar as any such claim or demand or action is in respect of:

- 9.5.1. Any use by or on behalf of Customer of anything supplied by Supplier under this Agreement in combination with any item not so supplied where such use of the item directly gives rise to the claim, demand or action; or

- 9.5.2. Any modification carried out by or on behalf of Customer to any item supplied by Supplier under this Agreement if such modification is not authorized by Supplier in writing; or

- 9.5.3. Customer's unreasonable refusal to use a modified form of the Services supplied pursuant to Clause 9.4.5.

- 9.6. If Supplier has availed itself of its rights to modify the way the Services are provided under Clause 9.4.5.1 or to procure a license in accordance with Clause 9.4.5.2 and such exercise of the said rights has avoided any claim, demand or action for infringement or alleged infringement, then Supplier shall have no further liability thereafter under this Clause 9 in respect of the said claim, demand or action.

- 9.7. Customer hereby warrants that any instructions given in relation to Supplier's use of any third party item supplied directly or indirectly by Customer shall not cause Supplier to infringe any third party's Intellectual Property Rights in such item.

10. Warranty

- 10.1. Supplier warrants to Customer that any Software will, at the time of delivery, or, if installed by Supplier, at the date of installation of the Software, and for sixty (60) days thereafter, be free from defects and will conform in all material respects to the agreed Software specification (if any). Customer's remedy and Supplier's obligations shall be limited to debugging any defective Software provided the defect is reported to Supplier within the sixty (60) day period. This warranty shall not apply in circumstances in which Supplier reasonably believes that the Software has been subject to misuse, neglect, improper installation, repair, alteration or damage by Customer or by anyone authorised by Customer to use the Software, or where Customer has carried out its own acceptance tests and the defect has not been revealed. Any work carried out by

Supplier to rectify any defects in such circumstances shall be chargeable at Supplier's current rates.

10.2. Supplier does not warrant that the operation of the Software will be uninterrupted or error-free or that defects in Software can be corrected. Unless otherwise agreed, Customer shall use Software at its own risk.

10.3. Supplier will, so far as it is able, pass to Customer the benefit of any warranties in respect of any software created by third parties where such software is provided by Supplier to Customer as part of the Services.

#### 11. Liability

11.1. The Supplier's liability in respect of (i) death or personal injury; and (ii) fraud or fraudulent misrepresentation, including statements made by us fraudulently prior to the date of this Agreement shall not be limited.

11.2. The Supplier's liability for direct physical damage to the Customer's tangible property under this Agreement shall be limited to one million dollars (\$1,000,000).

11.3. The Supplier shall have no liability to the Customer for:

11.3.1. Loss of profits, revenue, savings, data programs or electronic records, business, goodwill or contracts and

11.3.2. Any type of indirect or consequential loss or damage.

11.4. The Supplier have no liability hereunder unless written notice has been received within six (6) months of the cause of action giving rise to the claim occurring, giving reasonable details of the subject matter of the claim. Notwithstanding the foregoing, no action, regardless of form, arising out of the subject matter of the Agreement may be brought by either party more than one year after completion of the Services except that action for non-payment may be brought by the Supplier within one year after the expiry or termination of the Agreement or one year after the date of last payment whichever is later.

11.5. Save as expressly stated in this Agreement, all conditions, terms and undertakings whether implied, statutory or otherwise in respect of the Services or any part thereof are hereby excluded to the extent permitted at law.

11.6. The exclusions and limitations of liability set out in this Agreement shall exclude and limit all of the Supplier's liability to the Customer in respect of all matters arising out of or in connection with this Agreement whether in contract, tort (including but not limited to negligence), for breach of statutory duty or otherwise.

#### 12. Publicity

12.1. Customer acknowledges that Supplier may wish to publicize the existence of the Agreement, its

relationship with Customer and the general nature of the Services in connection with Supplier's advertising and publicity program. Supplier shall prior to publication submit any publicity material containing any of the above references to Customer for approval, such approval not to be unreasonably withheld or delayed.

#### 13. Force Majeure

If either party's performance of its obligations is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof. If by reason of Force Majeure, either party is unable to perform or there are delays by such party in the performance of any such obligation, then in the event that Force Majeure affects such party's obligations, such party's performance of any such obligation shall be suspended as long as the Force Majeure continues and the time for performance of that obligation shall be extended accordingly, and the party otherwise in default shall not in any event be liable to the other party for any loss or damage whatsoever arising (whether direct or indirect loss of damage) incurred or suffered or for any breach of any of the terms of the Agreement by reason of such Force Majeure.

#### 14. Confidentiality

14.1. Each party ("the receiving party") shall at all times during the continuance of this Agreement and after its termination:

14.1.1. Maintain confidential all information given to him by the other party ("the disclosing party") at any time in respect of the business and affairs of the other party, whether initially disclosed orally or in writing, or in the form of samples, models, computer data or software, or by demonstration or otherwise, which is by its nature confidential or is previously identified or indicated to the receiving party by the disclosing party as being confidential information ("the Information");

14.1.2. Not use the Information other than for the purposes of this Agreement;

14.2. The receiving party shall limit disclosure of the Information to persons within its organization and to those third party contractors performing tasks that would otherwise customarily or routinely be performed by the receiving party's employees, who have a need to know such Information in the course of the proper performance of their duties and who are contractually bound to protect the confidentiality of such Information on similar terms as contained in this Clause 14.

14.3. Information disclosed pursuant to this Agreement shall be stored securely. Upon expiry or termination of this Agreement pursuant to Clause 15 the receiving party shall return all Information

- and all permitted copies of the same to the disclosing party, save where archive copies kept by the receiving party are required by law or a relevant regulatory authority.
- 14.4. Except where the disclosing party gives written instructions to the receiving party at any time that the obligations of confidentiality in respect of specified items of Information should be maintained for a different period, the receiving party's obligations pursuant to this Agreement shall notwithstanding subsequent termination continue for a period of five (5) years.
- 14.5. The receiving party shall be permitted to use or disclose any part of the Information to the extent only that:
- 14.5.1. The Information is in or comes into the public domain otherwise than by disclosure by the receiving party; or
- 14.5.2. The Information was or is lawfully obtained or available from a third party who is lawfully in possession of the same and free to disclose it; or
- 14.5.3. The receiving party already has knowledge of the Information prior to disclosure by the disclosing party as evidenced by written records; or
- 14.5.4. Such disclosure is required by law or governmental regulation.
- 14.6. Nothing in this Clause shall be deemed to grant a license expressly or by implication under any Intellectual Property Rights.
- 14.7. This Clause shall supersede any existing agreement between the parties concerning the confidentiality of information as may have been entered into in anticipation of the conclusion of the Agreement.
15. **Duration and Termination**
- 15.1. Subject to Clause 15.3, if Customer purports to terminate this Agreement during the term of the Agreement, the Total Charge shall nevertheless continue to be payable as if the Agreement had continued to the end of such term. Notwithstanding Clause 6.5, and subject to Clause 6.3, if Customer fails to make payment promptly on the due date for payment and payment is not received in full within thirty (30) days of a written reminder to Customer that payment is overdue Supplier may at its discretion terminate the Agreement.
- 15.2. Notwithstanding Clause 15.1, either party shall be entitled to terminate this Agreement if the other:
- 15.2.1. Commits any material breach of any term of this Agreement (other than a failure to make payment permitting termination by the Supplier under Clause 15.1) which (in the case of a breach capable of being remedied) shall not have been remedied within a reasonable period but not less than sixty (60) days of a written request to remedy the same
- 15.3. Any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
16. **Consequences of Termination or Expiration**
- Upon termination or expiration of the Agreement Supplier shall be entitled to enter upon the premises of Customer for the purposes of recovering any equipment or materials which are the property of Supplier, for which purpose Customer hereby grants Supplier an irrevocable license to enter any such premises.
17. **Risk of Loss**
- All work, including data, delivered to Customer by Supplier ("Deliverables") shall become the responsibility of Customer to protect from loss, damage or destruction on delivery and Customer assumes such responsibility and the related risk. Deliverables shall be considered delivered either when Customer takes physical possession of them directly from Supplier, when they are stored at Customer's location, when they are mailed to Customer by registered post, or when they are physically transferred to a common carrier for shipment to Customer whichever is earlier. Further, Customer agrees that: (i) Supplier shall not be liable for any such loss, damage or destruction relating to Deliverables, and (ii) replacement or other reworking of any Deliverables which are lost, damaged or destroyed after delivery to Customer shall be at the sole cost of the Customer.
18. **Assignment of Agreement**
- Neither party may assign or subcontract (in whole or in part) any of the benefit of or their obligations under the Agreement without the written consent of the other party, except that: (i) the Supplier may assign the benefit subject to the burden of this Agreement (or any part thereof) to any Associated Company; (ii) Supplier shall be entitled to sub-contract any of its obligations under this Agreement to any other person with the consent of Customer, such consent not to be unreasonably withheld or delayed, except that such consent shall not be required in the case of Supplier subcontracting its obligations to an Associated Company; and (iii) the Supplier shall have the right to assign its right to receive due payment of any Total Charges to a third party and the Supplier shall inform the Customer of the identity of such third party if and when such assignment takes place. Subject to the other provisions of this Clause 18, this Agreement is binding upon and shall ensure for the benefit of the parties' personal representatives, assigns and successors in title.
19. **Waiver**

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

**20. Notices**

Any notice or other communication required to be given pursuant to the Agreement shall be in writing and given in English, delivered by hand or sent by pre-paid first class post or by facsimile (such facsimile notice to be confirmed by letter posted within 12 hours) or by email to the address of the other party set out in the Agreement (or such other address as may have been notified) and any such notice or other communication shall be deemed to have been served, if delivered by hand, at the time of delivery or, if sent by post 48 hours after posting or, if sent by facsimile, at the time of transmission, provided the notice has not been corrupted during transmission or, if sent by email, at the time at which the communication is first stored in the other party's mailbox.

**21. Invalidity and Severability**

If any provision of the Agreement shall be found by any court to be invalid or unenforceable to the invalidity or unenforceability of such provision shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible to economic legal and commercial objectives of the invalid or unenforceable provision.

**22. Agency Partnership or Joint Venture**

The Agreement shall not operate so as to create or recognize an agency, partnership or joint venture of any kind between the parties hereto.

**23. Whole Agreement**

Unless otherwise agreed in writing the Agreement supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which may have been made by the parties either orally or in writing prior to the date hereof, save in respect of statements made fraudulently. These Standard Terms and Conditions and any other terms of the Agreement shall govern the Agreement to the exclusion of any other terms and conditions made or purported to be offered or made by Customer. Any use by Customer of a purchase order shall be acceptable as long as it is used for administrative purposes only and any purchase conditions incorporated in the purchase order expressly or by reference shall have no effect. The Agreement may only be amended by written document signed by the parties' authorised representatives.

**24. Governing Law**

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without giving effect to choice of law or conflicts of law provisions. Any dispute arising out of this Agreement shall be adjudicated solely in the applicable federal or state courts within the State of Florida. The parties each agree that they are subject to the personal jurisdiction of those courts, and each waives the right to challenge the personal jurisdiction of those courts over it.

**25. Export Control**

In the event of the export by Customer of any items which are subject to export control legislation, Customer agrees to comply with all applicable legal requirements on export control and shall indemnify Supplier in respect of all claims made by any third party or regulatory body as a result of such non-compliance.

**26. Third Party Rights**

A person who is not a party to this Agreement has no right to enforce any term of this Agreement.

**27. Dispute Resolution**

27.1. For the purpose of this Agreement the parties agree to comply with the following dispute resolution procedure in relation to all disputes or claims arising in connection with the parties' obligations in the Agreement.

27.2. All disputes between the parties arising out of or relating to this Agreement shall be referred by Customer to a director of Customer and by Supplier to a director of Supplier. If the dispute cannot be resolved by such representatives within sixty (60) days of the dispute being referred to them the dispute may be referred:

27.2.1. If the dispute is of a technical nature or is expressed by this Agreement to be subject to expert determination to an expert (the "Expert") who shall be deemed to act as expert and not as arbitrator; and

27.2.2. In all other aspects it shall be determined pursuant to Clause 24.

27.3. The Expert shall be selected by mutual agreement or, failing agreement, within fourteen (14) days after a request by one party to the other, shall be chosen at the request of either party who shall be requested to choose a suitably qualified and experienced Expert for the dispute in question.

27.4. Within seven (7) days of the Expert accepting the appointment the parties shall submit a written report on the dispute to the Expert and to each other and seven (7) days thereafter shall submit any written replies they wish to make to the Expert and to each other. Both parties will then afford the Expert all necessary assistance which the Expert reasonably requires to consider the dispute including but not limited to access to any documentation or correspondence relating to the Services. The Expert shall be instructed to deliver

his determination to the parties within fourteen (14) days after the submission of the written reports.

- 27.5. Decisions of the Expert shall be final and binding and not subject to appeal.
- 27.6. The Expert shall have the same powers to require any party to produce any documents or information to him and the other party as an arbitrator and each party shall in any event supply to him such information which it has and is material to the matter to be resolved and which it could be required to produce on disclosure.
- 27.7. The fees of the Expert shall be borne by the parties in the proportion as shall be determined by the Expert having regard (amongst other things) to the conduct of the parties.



## SCHEDULE A

### SERVICES

#### **RoseWare LLC will:**

1. Review all outside vendor contracts on behalf of the Brevard County Clerk's Office;
2. Identify contract savings and cost reduction methods;
3. Enter negotiations on the Brevard Clerk's Office behalf to implement immediate contract changes, cancellations or amendments to guarantee immediate cost reductions;
4. Once a new contract or service agreement is negotiated on behalf of the Brevard Clerk's Office, and a vendor contract is received for review by RoseWare and the Brevard Clerk's Office, a formal acknowledgement of gross savings or cost reduction will be submitted to the Clerk for review;
5. Upon the signing of renegotiated contracts that have been pre-identified and negotiated by RoseWare LLC, the identified cost savings and reductions will be submitted to and verified by the Clerk's Finance agent;
6. RoseWare LLC will invoice the Brevard Clerk's Office for an amount equal to 35 percent of the gross agreed upon savings or cost reduction as documented by the Clerk's finance department, the invoice to be due following Florida's prompt payment act.

#### **Brevard County Responsibilities**

- Brevard County will provide to RoseWare a list of all maintenance and support contracts
- Brevard County will provide a representative of the clerk of the courts that will have the ability to approve or deny and sign re-negotiated contracts.

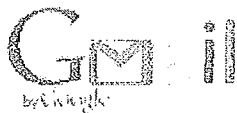
#### **Deliverables**

RoseWare will deliver to Brevard County an analytical report that contains:

- Each contract;
- The current terms and pricing
- The re-negotiated terms and pricing
- Net Savings
- Net payable to RoseWare pursuant to the green light document procedure

## Assumptions

- Supplier and Customer are entering into a Strategic Partnership. In doing so, Customer agrees to:
  - Customer will be a Referral site
  - Customer will allow for Supplier to reference Customer in Press Releases
- 2 Year Contract
- The Services will be performed during normal business hours (being 8:00 am to 5:00 pm) on weekdays and not on weekends or public holidays unless the Parties agree otherwise (acting reasonably and promptly).



Garrett Pomichter <gwpomichter@gmail.com>

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**FW: Brevard ITN - FW: ITN**

1 message

---

**Matt DuPree** <mdupree@cfl.rr.com>

Tue, Apr 24, 2012 at 8:24 AM

To: gwpomichter@gmail.com

**From:** Matt DuPree [mailto:mdupree@cfl.rr.com]

**Sent:** Tuesday, April 03, 2012 7:09 PM

**To:** Rose Harr (rose@blueware.net)

**Subject:** FW: Brevard ITN - FW: ITN



**Victor Lee**  
*Account Executive*

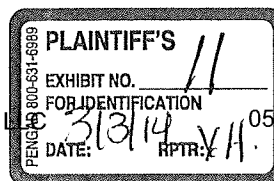
**Computing System  
Innovations**

791 Piedmont Wekiwa Rd  
Apopka, FL 32703

vlee@csisoft.com

tel: (407) 598-1825  
cell: (407) 712-5060  
fax: (407) 598-1879

CSI: Inc 500/5000 fastest growing companies



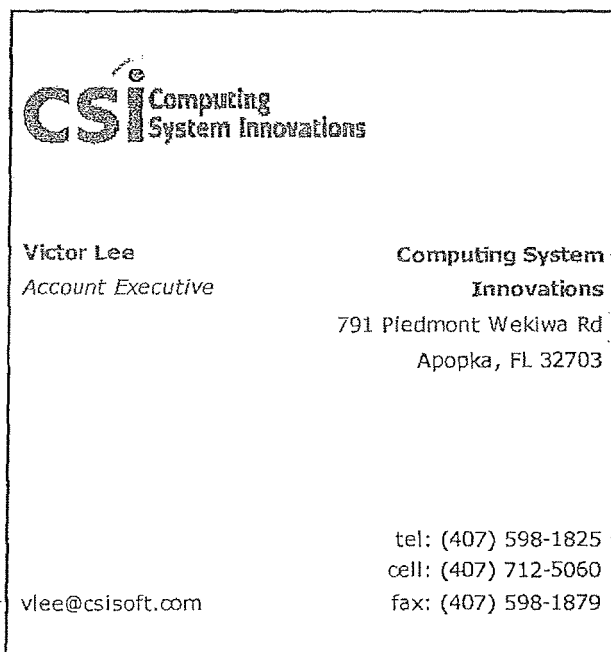
**From:** Victor Lee  
**Sent:** Monday, April 02, 2012 2:11 PM  
**To:** Sean Campbell  
**Cc:** 'matt.dupree@brevardclerk.us'  
**Subject:** FW: Brevard ITN - FW: ITN

Matt,

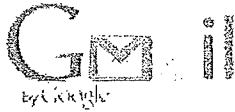
Here is the ITN sample from PB that Henry mentioned. It's not ITN for their Official Records system, it's not for Intellidact but you can use it as a template.

Thanks,

Vic



CSI: Inc 500/5000 fastest growing companies



Garrett Pomichter &lt;gwpomichter@gmail.com&gt;

---

**Info for ITN**3 messages

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Matt Raab &lt;mraab@blueware.net&gt;

Tue, Apr 24, 2012 at 10:01 AM

To: gwpomichter@gmail.com

Garrett

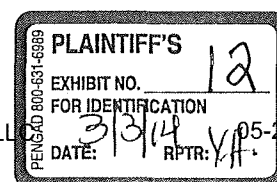
Here is what I had edited previously. Make changes as needed. Let me know if you need additional information.

### 1.1 Purpose of the ITN

The objective for this ITN is to select a comprehensive scanning (historical and current), electronic document capture, redaction and destruction solution of official documents of the Clerk of the Courts to meet the needs of the Clerk. The system must support current and future Florida statutory requirements, have a strategic commitment and plan from the vendor, be scalable, be easily configured and maintained by functional subject matter experts, be able to accommodate future Clerk functional and technical needs including e-documents, include malleable interfaces for economical and efficient data exchange with existing Clerk, State, and County systems, and provide a platform for data exchange and reporting with State and County 3<sup>rd</sup> party systems.

The selected solutions vendor will offer a software licensing, maintenance, scanning, redaction and implementation services cost reply for 5 years. The Clerk will give preference to replies that defer maintenance expenses until full and successful implementation of the software package. Clerk intends to negotiate the starting point of maintenance, as well as the effective date/purchase date of the contract for purchase of the solution.

This ITN includes the necessary consulting services necessary to install, enhance, and implement the entire solution. Expected services include, but are not limited to, project administration, software installation and certification, system configuration, code enhancements, interface and report development, system and parallel testing, disaster recovery planning, and training of Clerk personnel. The Clerk seeks to build an alliance with a solutions vendor that will facilitate the Clerk's goals and the related process and organizational changes.



The minimum qualifications for the solutions partner are:

- The vendor must be able to provide experienced consultants
- The vendor must agree to provide a performance bond.
- The vendor's cost reply shall be for a **milestone and deliverables-based fixed price solution**. **Proposers should complete and submit the Appendix E Cost Reply page.** Proposers that do not detail specific costs on the forms provided in Appendix E will be considered non-responsive.
- Any vendor not meeting the minimum qualifications will not be considered for further evaluation.

The Clerk is seeking an implementation partner that:

- Can provide innovative and effective solutions to adequately address the needs of the Clerk.
- Will provide continuity of Clerk-approved consultants throughout the duration of the project.
- Will provide for a thorough transfer of technical and functional knowledge of solution
- Can provide full systems integration and data exchange services for current Clerk and County 3rd party software.
- Can develop and deliver Clerk-specific end-user training and documentation.
- Understands the need to complete the implementation process within time and budget constraints.
- Works well with other 3rd party providers (e.g., software vendors, hardware vendors, and consultants).
- Can provide both historical and current scanning at 300dpi, Multi-page TIFF format, at a minimum of 300 images a minute.
- Can provide digital pen technology to capture documents at document source
- Can provide redaction services with 90%+ accuracy
- Can provide certification of data destruction

## 1.2 Scope of Work/Deliverables

The following commodities and services are included in the scope of this ITN:

1. Support, Services and Maintenance Cost for a Period of Five Years
2. Provide on-going project management throughout the implementation to ensure implementation is on time, that all contracted functionality is fully functional, and that sufficient end user training has been completed on a timely basis.
3. Follow Clerk agreed-upon Change Management and Issue Management processes.
4. Implement system functionality that provides user access, including user ability to enter and process court-related transactions and to directly access all applicable data at that user's applicable security level.
5. Enhance services to comply with Florida Statutes and local ordinances
6. Conduct all phases of testing to ensure delivery of a fully functioning system including, but not limited to, unit, system, integration, stress, and parallel testing.
7. Create and deliver end-user training documentation satisfactory to the Clerk and written specifically the way the processes will work in our environment and easily understood by the end users, no later than the beginning of the end user training phase of the project.
8. Deliver complete and robust procedural user manuals for use by Clerk functional staff.
9. Conduct disaster recovery planning, develop and deliver disaster recovery documentation, and successfully conduct testing of system failover to the disaster recovery site.

**Matt Raab**

**VP of Professional Services, BlueWare Inc.**

**p:** (+1) 231-779-0224 x105 | **m:** (+1) 231-884-3550 | **e:** mraab@blueware.net

**w:** <http://www.blueware.co.uk> or <http://www.blueware.us>

**3 minute video for the BlueWare message:**

<http://www.impactmovie.com/blueware/>

**BlueWare Fast Facts...**

• 3 Time Beacon Award Winner-Innovation Excellence in Healthcare & Life Sciences

• "Interoperability Leader" Recognized at HIMSS

- Over a Decade of Delivering the First Best-of-Breed EHR Solution to the Marketplace
- UK Best of Breed Clinical EDM since 2004
- US First to Market All Digital (Data, Documents, MultiMedia) Electronic Medical Records for Large Populations (Built in EMP)

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---

**Garrett Pomichtr** <gwpomichtr@gmail.com>  
**To: Matt Raab** <mraab@blueware.net>

Tue, Apr 24, 2012 at 10:26 AM

PERFECT:

Thanks Matt.

garrett

---

**From:** Matt Raab [mailto:mraab@blueware.net]  
**Sent:** Tuesday, April 24, 2012 10:02 AM  
**To:** gwpomichtr@gmail.com  
**Subject:** Info for ITN

[Quoted text hidden]

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**Garrett Pomichtr** <gwpomichtr@gmail.com>  
**To: Matt Raab** <mraab@blueware.net>

Tue, Apr 24, 2012 at 10:26 AM

PERFECT:

Thanks Matt.

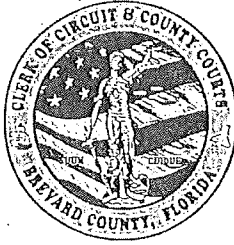
garrett



**From:** Matt Raab [mailto:mraab@blueware.net]  
**Sent:** Tuesday, April 24, 2012 10:02 AM  
**To:** gwpomichter@gmail.com  
**Subject:** Info for ITN

Garrett

[Quoted text hidden]



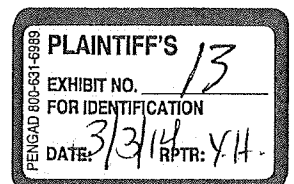
**MITCH NEEDELMAN**  
CLERK OF THE CIRCUIT AND COUNTY COURTS  
BREVARD COUNTY, FLORIDA

## **Services Required by The Brevard County Clerk of Courts**

From vendors responding to this  
*Invitation to Negotiate*

*Statutory Digitization, Backlog, New  
Documents, Redaction, Emerging  
Technologies*

**May 3, 2012**



## TABLE OF CONTENTS

1.0 INTRODUCTION

2.0 PROPOSAL INSTRUCTIONS AND ADMINISTRATION

3.0 PROPOSAL FORMAT

4.0 AGENCY PROFILE AND REFERENCES

5.0 AGENCY SERVICES

6.0 PRICING INFORMATION

7.0 CONTRACT

## 1.0 INTRODUCTION

### 1.1 Invitation to Negotiate (ITN) Objective and Project Goals

The goal of this ITN is to enter into specific negotiations for digitization services to meet Florida statutory requirements of digitization of county court records and files, as well as to meet regulatory demands of redaction of specific statutory information with minimal errors, and to incorporate emerging technologies into creating and maintaining current and future files and documents created by the Brevard County Courts and other records maintained by the Brevard County Clerk of Courts.

The comprehensive objective for this ITN is to select a scanning (historical and current), electronic document capture, redaction and destruction solution of official documents of the Clerk of the Courts to meet the needs of the Clerk. The system must support current and future Florida statutory requirements, have a strategic commitment and plan from the vendor, be scalable, be easily configured and maintained by functional subject matter experts, be able to accommodate future Clerk functional and technical needs including e-documents, include malleable interfaces for economical and efficient data exchange with existing Clerk, State, and County systems, and provide a platform for data exchange and reporting with State and County 3<sup>rd</sup> party systems.

The selected solutions vendor will offer a software licensing, maintenance, scanning, redaction and implementation services cost reply for 5 years. The Clerk will give preference to replies that defer maintenance expenses until full and successful implementation of the software package. Clerk intends to negotiate the starting point of maintenance, as well as the effective date/purchase date of the contract for purchase of the solution.

This ITN includes the necessary consulting services necessary to install, enhance, and implement the entire solution. Expected services include, but are not limited to, project administration, software installation and certification, system configuration, code enhancements, interface and report development, system and parallel testing, disaster recovery planning, and training of Clerk personnel. The Clerk seeks to build an alliance with a solutions vendor that will facilitate the Clerk's goals and the related process and organizational changes

### 1.2 Statutory Requirements Overview

Title X

PUBLIC RECORDS

(1) COURT FILES.—Nothing in this chapter shall be construed to exempt from s. 119.07(1) a public record that was made a part of a court file and that is not specifically closed by order of court, except:

- (a) A public record that was prepared by an agency attorney or prepared at the attorney's express direction as provided in s. 119.071(1)(d).
- (b) Data processing software as provided in s. 119.071(1)(f).
- (c) Any information revealing surveillance techniques or procedures or personnel as provided in s. 119.071(2)(d).
- (d) Any comprehensive inventory of state and local law enforcement resources, and any comprehensive policies or plans compiled by a criminal justice agency, as provided in s. 119.071(2)(d).
- (e) Any information revealing the substance of a confession of a person arrested as provided in s. 119.071(2)(e).
- (f) Any information revealing the identity of a confidential informant or confidential source as provided in s. 119.071(2)(f).
- (g) Any information revealing undercover personnel of any criminal justice agency as provided in s. 119.071(4)(c).
- (h) Criminal intelligence information or criminal investigative information that is confidential and exempt as provided in s. 119.071(2)(h).
- (i) Social security numbers as provided in s. 119.071(5)(a).
- (j) Bank account numbers and debit, charge, and credit card numbers as provided in s. 119.071(5)(b).

(2) COURT RECORDS.—

- (a) Until January 1, 2012, if a social security number or a bank account, debit, charge, or credit card number is included in a court file, such number may be included as part of the court record available for public inspection and copying unless redaction is requested by the holder of such number or by the holder's attorney or legal guardian.
- (b) A request for redaction must be a signed, legibly written request specifying the case name, case number, document heading, and page number. The request must be delivered by mail, facsimile, electronic transmission, or in person to the clerk of the court. The clerk of the court does not have a duty to inquire beyond the written request to verify the identity of a person requesting redaction.
- (c) A fee may not be charged for the redaction of a social security number or a bank account, debit, charge, or credit card number pursuant to such request.

(d) The clerk of the court has no liability for the inadvertent release of social security numbers, or bank account, debit, charge, or credit card numbers, unknown to the clerk of the court in court records filed on or before January 1, 2012.

(e)

1. On January 1, 2012, and thereafter, the clerk of the court must keep social security numbers confidential and exempt as provided for in s. 119.071(5)(a), and bank account, debit, charge, and credit card numbers exempt as provided for in s. 119.071(5)(b), without any person having to request redaction.

2. Section 119.071(5)(a)7. and 8. does not apply to the clerks of the court with respect to court records.

### (3) OFFICIAL RECORDS.—

(a) Any person who prepares or files a record for recording in the official records as provided in chapter 28 may not include in that record a social security number or a bank account, debit, charge, or credit card number unless otherwise expressly required by law.

(b)

1. If a social security number or a bank account, debit, charge, or credit card number is included in an official record, such number may be made available as part of the official records available for public inspection and copying unless redaction is requested by the holder of such number or by the holder's attorney or legal guardian.

2. If such record is in electronic format, on January 1, 2011, and thereafter, the county recorder must use his or her best effort, as provided in paragraph (h), to keep social security numbers confidential and exempt as provided for in s. 119.071(5)(a), and to keep complete bank account, debit, charge, and credit card numbers exempt as provided for in s. 119.071(5)(b), without any person having to request redaction.

3. Section 119.071(5)(a)7. and 8. does not apply to the county recorder with respect to official records.

(c) The holder of a social security number or a bank account, debit, charge, or credit card number, or the holder's attorney or legal guardian, may request that a county recorder redact from an image or copy of an official record placed on a county recorder's publicly available Internet website or on a publicly available Internet website used by a county recorder to display public records, or otherwise made electronically available to the public, his or her social security number or bank account, debit, charge, or credit card number contained in that official record.

(d) A request for redaction must be a signed, legibly written request and must be delivered by mail, facsimile, electronic transmission, or in person to the county recorder.

The request must specify the identification page number of the record that contains the number to be redacted.

(e) The county recorder does not have a duty to inquire beyond the written request to verify the identity of a person requesting redaction.

(f) A fee may not be charged for redacting a social security number or a bank account, debit, charge, or credit card number.

(g) A county recorder shall immediately and conspicuously post signs throughout his or her offices for public viewing, and shall immediately and conspicuously post on any Internet website or remote electronic site made available by the county recorder and used for the ordering or display of official records or images or copies of official records, a notice stating, in substantially similar form, the following:

1. On or after October 1, 2002, any person preparing or filing a record for recordation in the official records may not include a social security number or a bank account, debit, charge, or credit card number in such document unless required by law.

2. Any person has a right to request a county recorder to remove from an image or copy of an official record placed on a county recorder's publicly available Internet website or on a publicly available Internet website used by a county recorder to display public records, or otherwise made electronically available to the general public, any social security number contained in an official record. Such request must be made in writing and delivered by mail, facsimile, or electronic transmission, or delivered in person, to the county recorder. The request must specify the identification page number that contains the social security number to be redacted. A fee may not be charged for the redaction of a social security number pursuant to such a request.

(h) If the county recorder accepts or stores official records in an electronic format, the county recorder must use his or her best efforts to redact all social security numbers and bank account, debit, charge, or credit card numbers from electronic copies of the official record. The use of an automated program for redaction shall be deemed to be the best effort in performing the redaction and shall be deemed in compliance with the requirements of this subsection.

(i) The county recorder is not liable for the inadvertent release of social security numbers, or bank account, debit, charge, or credit card numbers, filed with the county recorder.

## **2.0 PROPOSAL INSTRUCTIONS AND ADMINISTRATION**

Proposals must be submitted for review by the BREVARD COUNTY CLERK OF COURTS in accordance with this ITN and vendors/contractors must be able to complete negotiations and begin work immediately to meet the time deadlines laid out herein. Authorized negotiators of the agency/vendor/contractor must have significant authority





- ✓ Works well with other 3rd party providers (e.g., software vendors, hardware vendors, and consultants).
- ✓ Can provide both historical and current scanning at 300dpi, Multi-page TIFF format, at a minimum of 300 images a minute.
- ✓ Can provide digital pen technology to capture documents at document source
- ✓ Can provide redaction services with 95%+ accuracy pursuant to section 1.2 of this contract.
- ✓ Can provide certification of data destruction

### 2.3 Project Timing:

- ✓ • Invitation to Negotiate (ITN) issued: May 3, 2012.
- ✓ • Questions due to Brevard County Clerk of Courts from vendors: May 7, 2012
- ✓ • ITN Responses due May 11, 2012
- ✓ • Vendor selection completed: May 16, 2012
- ✓ Initial project start date NLT Aug. 1, 2012

### 3.0 Proposal Format

To ensure timely and fair consideration of your response, respondents are being asked to adhere to a specific response format, which is described in the following, Brevard County Clerk of Courts reserves the right to ask any clarification questions and request additional information.

#### Proposal Section Content/Deliverables Scope of Work/Deliverables

The following commodities and services are included in the scope of this ITN:

1. Support, Services and Maintenance Cost for a Period of Five Years
2. Provide on-going project management throughout the implementation to ensure implementation is on time, that all contracted functionality is fully functional, and that sufficient end user training has been completed on a timely basis.
3. Follow Clerk agreed-upon Change Management and Issue Management processes.
4. Implement system functionality that provides user access, including user ability to enter and process court-related transactions and to directly access all applicable data at that user's applicable security level.
5. Enhance services to comply with Florida Statutes and local ordinances

6. Conduct all phases of testing to ensure delivery of a fully functioning system including, but not limited to, unit, system, integration, stress, and parallel testing.
7. Create and deliver end-user training documentation satisfactory to the Clerk and written specifically the way the processes will work in our environment and easily understood by the end users, no later than the beginning of the end user training phase of the project.
8. Deliver complete and robust procedural user manuals for use by Clerk functional staff.
9. Conduct disaster recovery planning, develop and deliver disaster recovery documentation, and successfully conduct testing of system failover to the disaster recovery site.

**Proposals must include:**

1. Authorization letter and signature  
Under the signature of an authorized company representative, provide the names of individuals authorized to represent and negotiate the company's products and services.
2. Table of Contents No explanation required.
3. Agency Profile Response
4. Agency Services Respond to Technical and Agency Evaluation Criteria
5. Pricing Response

**4.0 AGENCY PROFILE AND REFERENCES**

**4.1 General Overview**

- A. Describe the expertise of the personnel to be utilized for each aspect of this project. Include Bio/resume of account executive(s) responsible for this account.
- B. Indicate the number of years and nature of your experience on related projects.
- C. Indicate the number of years and nature of the company's experience and expertise in the scanning and digital records industry.
- D. Detail company location that will be used to support the BREVARD COUNTY CLERK OF COURTS (Brevard County locations will receive priority preference).
- E. Describe commitment and procedures in delivering service to your clients.
- F. Describe your procedures during any given emergency that will enable you to carry on the business contained in this ITN on behalf of BREVARD COUNTY CLERK OF COURTS.
- G. List current and past clients and the industries they represent.

**4.2 Current Customer References**

Please provide contact information for at least three existing clients that BREVARD COUNTY CLERK OF COURTS can contact for a reference. Wherever possible, include

travel industry or destination marketing clients as references. For each reference, indicate the following:

- ✓ • Contact Name and Title
- ✓ • Contact Company Name
- ✓ • Contact Phone Number and email address
- ✓ • Industry of Client
- ✓ • Service Description
- ✓ • Length of Relationship

#### **4.3 Recent Past Customer References**

Please provide contact information for at least two former clients that BREVARD COUNTY CLERK OF COURTS can contact for a reference and provide a brief explanation regarding the end of the business relationship. For each reference, indicate the following:

- ✓ Contact Name and Title
- ✓ Contact Company Name
- ✓ Contact Phone Number and email address
- ✓ Industry of Client
- ✓ Service Description
- ✓ Length of Relationship

#### **5.0 AGENCY SERVICES**

The primary function of the Contractor is to provide compliance with Florida statute for digitization of records, implementation of digital record keeping standards, redaction of specific statutorily regulated data, digital indexing of public records and the advancement of new technologies for the digitization process to continuously meet growing statutory demands.. BREVARD COUNTY CLERK OF COURTS is seeking a turnkey solution and proposals should address capabilities in each of these disciplines, as well as proposed timelines for the completion of "back-logged" records to meet compliance standards.

#### **5.1 Administrative Services Required**

Vendors must include a detailed analysis of administrative support and specific access that will be provided by the BREVARD COUNTY CLERK OF COURTS, its staff and facilities.

#### **6.0 PRICING INFORMATION**

Project pricing must be submitted as a lump sum for project completion and include a detailed payment schedule that reflects the life of the 5 year project calendar, as well as any and all expectation of balloon payments, performance bonuses or expense reimbursements expected by the vendor under a the best standards and practices of the industry.

#### **7.0 CONTRACT**

The contract terms shall be defined by a five year written agreement with the option for renewal after five years, which shall be binding when fully executed by both

parties. Responses to the ITN may be incorporated by reference in each written agreement and may become an integrated part of the final contract. Agreements will be customized through negotiations and BREVARD COUNTY CLERK OF COURTS's basic terms and conditions and business requirements will be embodied in this contract. The desired relationship is one marked with a commitment to consistent quality service and continual improvement for the contract processes and services. Therefore, any final agreement will include specific service level and performance standards requirements.

It shall be the responsibility of the vendor to provide insurance coverage in the amount of one million dollars.

Any material submitted in response to this Invitation to Negotiate will become a public document pursuant to section 119.07, F.S.

Liability: The vendor shall hold and save the Brevard County Clerk of Courts, its officers, agents, and employees harmless against claims by third parties, resulting from the vendors breach of this contract or the vendors negligence.

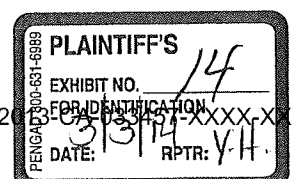
Vendors are required to comply with all federal, state, and local laws and codes, regulations that may in any way affect the implementation of services offered to include workers compensation and other work related regulations and laws for their employees.

Mike FNTI	BlueGem	AMCAD
2	5	2
1	5	2
1	3	1
2	5	1
2	4	1
4	4	4
2	5	1
2	4	2
5	3	3
4	4	4
25	42	21

Mark		
2	5	2
1	4	3
2	3	2
1	5	1
3	5	2
5	5	5
3	4	2
3	3	3
5	3	4
4	4	4
29	41	28

Mltch		
2	4	1
2	4	3
1	2	1
1	5	1
3	5	1
5	5	5
3	5	1
2	3	1
5	4	4
3	3	3
27	40	21

Merrilly		
3	4	3
2	4	3
1	2	1
0	4	0
2	5	2
4	4	4
3	5	4
2	2	2
4	3	3
4	4	4
25	37	26
26.5	40	24



SUBMITTER	LUMP SUM	PAYMENT PLAN	TIME LINE FOR PERFORMANCE- Liquidation penalty MILESTONES	DIGITAL PEN	Performance Location	On-site Manager	Turn Around Time Analysis	Change Order Intimated	Past Customer Review	System Integration Avallabe	
FNTI	3	2	1	NA	2	4	3	2	4	4	25
BLUE GEM	4	4	1	4	5	4	5	2	3	4	37
AMCAD	3	3	1	NA	2	4	4	2	3	4	26

Scoring  
Context

1-5 rating with 1  
being the lowest  
and 5 being the  
best

*7/31/12*

SUBMITTER	LUMP SUM	PAYMENT PLAN	TIME LINE FOR PERFORMANCE - Liquidation penalty MILESTONES	DIGITAL PEN	Performance Location	On-site Manager	Turn Around Time Analysis	Change Order Intimated	Past Customer Review	System Integration Available	
FNTI	2	2	1	1	3	5	3	2	5	3	27
BLUE GEM	<del>4</del> 4	4	2	5	5	5	5	3	4	3	40
AMCAD	1	3	1	1	1	5	1	1	4	3	21

Scoring  
Context

1-5 rating with 1  
being the lowest  
and 5 being the  
best

SUBMITTER	LUMP SUM	PAYMENT PLAN	TIME LINE FOR PERFORMANCE - Liquidation penalty MILESTONES	DIGITAL PEN	Performance Location	On-site Manager	Turn Around Time Analysis	Change Order Intimated	Past Customer Review	System Integration Available	
FNTI	2	1	2	1	3	5	3	3	5	4	29
BLUE GEM	5	4	3	5	5	5	4	3	3	4	41
AMCAD	2	3	2	1	2	5	2	3	4	4	28

Scoring  
Context

1-5 rating with 1  
being the lowest  
ad 5 being the  
best



SUBMITTER	LUMP SUM	PAYMENT PLAN	TIME LINE FOR PERFORMANCE - Liquidation penalty MILESTONES	DIGITAL PEN	Performance Location	On-site Manager	Turn Around Time Analysis	Change Order Intimated	Past Customer Review	System Integration Available	
FNTI	2	1	1	2	2	4	2	2	5	4	25
BLUE GEM	3	5	3	5	4	4	5	4	3	4	42
AMCAD	2	2	1	1	1	4	1	2	3	4	<del>17</del> 21

Scoring  
Context

1-5 rating with 1  
being the lowest  
and 5 being the  
best

BLUEGEM



Remit to: BlueGEM  
3060 West 13th Street  
Cadillac, MI 49601  
Tel: +1 (231) 779-0224  
Fax: +1 (231) 779-1002

INVOICE

999101

SAP VENDOR #: 447733

SAP P. O. #: 45000

SAP LINE ITEM #: \_\_\_\_\_

TO: Brevard County Clerk  
Attn: Accounts Payable  
700 South Park Avenue  
Titusville, FL 32780

Customer	Date	Terms	Contact
BREVARD	5/23/2012	Due Upon Receipt	Accounts Payable

Description	Charge
-------------	--------

ITN for Scanning  
Deposit

\$ 300,000.00

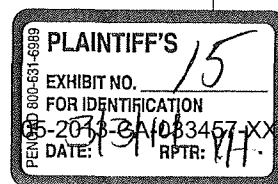
\*NOTE: This is a refundable deposit only if there is an unresolvable dispute regarding the Clerk of the Court needs.

*Monica J. [Signature]*  
23 / MAY 2012

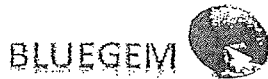
Invoice total \$ 300,000.00

Beneficiary: BlueGEM LLC  
Currency: USD  
Correspondent Bank: Firstbank  
Location: 114 West Pine Street  
Cadillac, MI 49601  
(231) 775-9000

Routing Number: XXXXXXXXXX  
Account Number: XXXXXXXXXX



PLAINTIFF'S  
EXHIBIT NO. 15  
FOR IDENTIFICATION  
05-23-12  
DATE: 05/23/12 RPTR: [Signature]



Remit to: BlueGEM  
3060 West 13th Street  
Cadillac, MI 49601  
Tel: +1 (231) 779-0224  
Fax: +1 (231) 779-1002

INVOICE  
999102

SAP VENDOR #: 447733

SAP P. O. #: 45000

SAP LINE ITEM #: \_\_\_\_\_

TO: Brevard County Clerk  
Attn: Accounts Payable  
700 South Park Avenue  
Titusville, FL 32780

Customer	Date	Terms	Contact
BREVARD	5/23/2012	Due Upon Receipt	Accounts Payable
Description		Charges	

ITN for Scanning  
Deposit

\$ 210,000.00

\*NOTE: This is a refundable deposit only if there is an unresolvable dispute regarding the Clerk of the Court needs.

*MAILED*  
*23 MAY 2012*

Invoice total \$ 210,000.00

Beneficiary: BlueGEM LLC  
Currency: USD  
Correspondent Bank: Firstbank  
Location: 114 West Pine Street  
Cadillac, MI 49601  
(231) 775-9000

Routing Number: XXXXXXXXXX  
Account Number: XXXXXXXXXX



Wire Transfer Debit Advice As Of 05/23/12 Distributed 05/23/12 4:51:13 PM EDT

Account: 8800621495  
CLERK OF COURT BREVARD CTY AGENCY

Wire Transfer Debit

Amount: \$500,000.00 USD

Fed/IMAD Reference: [REDACTED]

SunTrust Reference Number: [REDACTED]

Beneficiary: [REDACTED]  
BlueGEM LLC

Beneficiary Bank: [REDACTED]  
FIRSTBANK  
SHEPHERD, MI

Originator: [REDACTED]  
CLERK OF THE COURT-BREVARD COUNTY  
AGENCY ACCOUNT  
400 SOUTH STREET  
TITUSVILLE FL 32780-7683

Originator to Beneficiary Information: Initial Payment on Signing

Sender Reference: Digitization

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Money Transfer Customer Service

Please contact us for further information about this or other funds transfers. You may reach us at 1-800-947-3786 for information regarding domestic or international transfers. When inquiring about this transaction, please have the SunTrust Reference Number (above) available.

Thank you for banking with SunTrust.

# BLUEGEM



BlueGEM, LLC

1825 Riverview Drive

Melbourne, FL 32901

("Supplier")

Brevard County Clerk of the Court

700 South Park Avenue

Titusville, FL 32780

("Customer")

**WHEREAS:** in order to comply with the legislative mandate that clerk of the court continually advance the modernization, efficiency, accessibility, and safety of public records and to provide the residents of Brevard County with a better, safer, more accessible and more cost efficient solution to document storage, the Brevard County Clerk's office is entering into this contract for BlueGem, LLC to provide a high tech, cost efficient solution to the document storage problem that will provide substantial cost savings to the taxpayers.

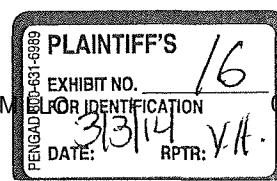
Further, Pursuant to Fla. Stat. §28.2221 (2012) a proper and legitimate state purpose is served by providing the public with access to public records and information on the Internet;

Further, Pursuant to Fla. Stat. §28.22205 (2012), each clerk of the court is required to implement electronic filing process;

Further, Pursuant to Rule 2.420 of the Judicial Administrative Rules (2012), each clerk of the court is required to provide citizens with appropriate access to all judicial records;

Further, Pursuant to Rule 2.430 of the Judicial Administrative Rules (2012), the clerk of the court is obligated to retain public records as follows:

(c) Records Not Permanently Recorded. No court records under this subdivision shall be destroyed or disposed of until the final order, final docket entry, or final judgment is permanently recorded for, or recorded in, the public records. The time periods shall not apply to any action in which the court orders the court records to



be kept until the court orders otherwise. When an order is entered to that effect, the progress docket and the court file shall be marked by the clerk with a legend showing that the court records are not to be destroyed or disposed of without a further order of court. Any person may apply for an order suspending or prohibiting destruction or disposition of court records in any proceeding. Court records, except exhibits, that are not permanently recorded may be destroyed or disposed of by the clerk after a judgment has become final in accordance with the following schedule:

(1) For trial courts

(A) 60 days -- Parking tickets and noncriminal traffic infractions after required audits have been completed.

(B) 2 years -- Proceedings under the Small Claims Rules, Medical Mediation Proceedings.

(C) 5 years -- Misdemeanor actions, criminal traffic violations, ordinance violations, civil litigation proceedings in county court other than those under the Small Claims Rules, and civil proceedings in circuit court except marriage dissolutions and adoptions.

(D) 10 years -- Probate, guardianship, and mental health proceedings.

(E) 10 years -- Felony cases in which no information or indictment was filed or in which all charges were dismissed, or in which the state announced a nolle prosequi, or in which the defendant was adjudicated not guilty.

(F) 75 years -- Juvenile proceedings containing an order permanently depriving a parent of custody of a child, and adoptions, and all felony cases not previously destroyed.

(G) Juvenile proceedings not otherwise provided for in this subdivision shall be kept for 5 years after the last entry or until the child reaches the age of majority, whichever is later.

(H) Marriage dissolutions -- 10 years from the last record activity. The court may authorize destruction of court records not involving alimony, support, or custody of children 5 years from the last record activity.

Further, Pursuant to Fla. Stat. §119.0714 (2012) records provided to the public must be redacted to prohibit disclosure of specific information not allowed to be produced;

[Type the document title]

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Further, Pursuant to Fla. Stat. §28.2221 (2012) the clerk of the court is responsible to ensure that Internet access to all court records is properly safeguarded to prevent the records from being altered or modified;

Further, in accordance with Fla. Stat. § 28.2222 (2012) the clerk of the court must each year file a capital improvement plan that documents the costs, methodology and success of obtaining the goals for modernizing and improving the storage and public access to court records;

Further, Historically the need to store and safeguard the above described records has been costly, inefficient, and is rapidly becoming unmanageable;

Further, as the number of stored documents and filings increase annually, the document storage problem is compounded;

Further, if the status quo of document maintenance is allowed to continue costs to the tax payer of the county will increase exponentially over the coming years;

Further, the status quo of document storage is inadequate to allow the residents of Brevard County appropriate access to these documents;

Further, the status quo for maintaining and storing records is not appropriate to properly preserve and safeguard these documents from the normal frailty imposed over time or from potential catastrophic emergencies in the event of Hurricane or other natural disaster;

Further, the status quo for document storage has caused safety hazards for public employees who have had to treat documents with hazardous pesticides and mold concerns;

**ACCORDINGLY IT IS AGREED** as follows:

1. This Contract is made between Supplier and Customer for the provision of the Services described in Schedule A ("Statement of Work") in consideration of the Total Charge set out in Schedule B ("Pricing Schedule") and Schedule C ("Digital Pen Pricing Schedule"). Schedule A may be amended by mutual agreement of the Parties from time to time to incorporate business process change.
2. This Contract shall comprise:
  - 2.1. Supplier's Standard Terms and Conditions for IT Services;
  - 2.2. The Statement of Work;
  - 2.3. The Pricing Schedule; and
  - 2.4. Clause 3 set out below.

[Type the document title]

3. This Services performed under this Contract shall commence immediately upon execution of this Contract and, subject to the provisions of the Supplier's Standard Terms and Conditions for IT Services, the Statement of Work, and the Pricing Schedule, and shall continue for 60 months (the "Contract Term").

For and on behalf of:

BlueGEM

Date: 29 June 2012

Signed by: Rose M. Harr

Rose M. Harr (print name)

For and on behalf of:

Brevard County Clerk of the Court

Date: 29 June 2012

Signed by: Mark E. ...

Mark E. ... (print name)



## STANDARD TERMS AND CONDITIONS FOR IT SERVICES

### 1. Definitions

1.1. In this Contract the following expressions shall have the following meaning:

*"Associated Company"* means any subsidiary parent or other affiliated entity with common ownership, principles, or managing members of a party to this Contract or holding company of such party or any subsidiary of any such holding company;

*"Contract"* means this Contract entered into between Supplier and Customer;

*"Parties"* means Supplier and Customer and any successors or assigns thereto;

*"Contract Term"* means Five (5) Years from the Date this Contract is signed by both Parties;

*"Force Majeure"* means any of the following: (i) Act of God, (ii) outbreak of hostilities, riot civil disturbance, acts of terrorism, (iii) the act of any government or authority (including refusal or revocation of any license or consent), (iv) fire, explosion, flood, fog or bad weather, (v) power failure, failure of telecommunication lines, failure or breakdown of plant, machinery or vehicles, (vi) default of suppliers or sub-contractors, (vii) theft, malicious damage, strike, lock-out or industrial action of any kind and (viii) any cause or circumstance whatsoever beyond either Party's reasonable control;

*"Project Plan"* means the plan submitted by the Supplier to govern specifics on timing and how the Project will be implemented, including milestones and estimated timeframes for completion of tasks;

*"Green Light Document"* means the Customer's acceptance of a milestone or completion of the Project as indicated in the Project Management Plan, and authorizes Supplier to proceed with the next steps identified in the Project Plan;

*"Red Light Document"* means issues that may arise (either Customer or Supplier related) that may slow the progression of the Project, not contemplated in the Project Plan, to which the Customer has been made aware, which are prohibiting the progress of the Project's next steps, and will require corrective measures and potentially may require a revised Project Plan;

*"Intellectual Property Rights"* means all patents, utility models, petty patents, design patents, design rights (whether registered or unregistered), semiconductor topography rights, trademarks, trade secrets, services marks, and copyright, and applications in any country of the World for any of the foregoing;

*"Normal Working Hours"* means Monday through Friday, 8:00am until 5:00pm, excluding Saturdays, Sundays, and National and State holidays;

*"Services"* means the services to be provided by Supplier to Customer, more particularly described in this Contract and where the context admits shall include any part thereof;

*"Software"* means the computer software (if any) which Supplier has agreed to create for Customer as part of the Services;

*"Project Change Control"* means any agreed upon changes to the Services proposed in this contract formalized

in a written contract addendum executed by both Parties;

**Interpretation**

- 1.1.1. Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa;
- 1.1.2. Unless otherwise stated, a reference to a paragraph, Clause, or Section is a reference to the same in this Contract;
- 1.1.3. Headings are for ease of reference only and do not affect the construction of this Contract; and
- 1.1.4. Any reference to a party to the Contract includes reference to its successors in title and assigns.

**2. Performance of Services**

- 2.1. Supplier shall diligently perform the Services with reasonable skill and care and in accordance with the terms of the Contract. The Services shall be performed by Supplier during Normal Working Hours and any hours worked outside Normal Working Hours shall be charged separately as agreed upon by the Supplier and Customer in writing in advance of working outside of Normal Working Hours;
- 2.2. To the extent that they are reasonably required by Supplier to enable Supplier to perform the Services, Customer shall throughout the period of the Contract, whether or not requested by Supplier, promptly provide Supplier with all information requested by Supplier

and answer any questions from Supplier (including, without limitation, complete and accurate information concerning its requirements, organization, operations and activities and any decisions made by Customer in relation to the Services). Supplier reserves the right to charge Customer for reasonable costs incurred by Supplier as a result of any failure to comply with the provisions of this Contract; and

- 2.3. Customer shall provide Supplier free of charge with such office space and facilities as may reasonably be necessary to enable Supplier to fulfill its obligations under the terms of this Contract;

**3. Extension of Time**

- 3.1. Supplier shall incur no liability whatsoever to Customer by reason of any delay in the performance of the Services:

- 3.1.1. If the delay is due wholly or partly to any act, omission or default on the part of the Customer, including but not limited to failure to provide information, or to approve any documents, reports, specifications or results of the Services for which approval is required by Customer within any periods agreed in writing between Supplier and Customer or if there is no such period within a reasonable time; or

- 3.1.2. If the delay is due to Force Majeure.

In the event of any such delay as aforesaid, Supplier shall have the right to an extension of time to

perform the Services by such reasonable period having regard to the nature of such delay.

#### 4. Price and Payment

4.1. Charges for cost of travel, accommodation and subsistence, and expenses incurred by Supplier are to be paid in addition to other fees owed under this Contract, so long as upon written request Supplier will provide Customer with such evidence of such costs and expenses as Customer may reasonably require so long as such costs are in accordance with applicable Florida statutes;

4.2. Charges for cost of travel, accommodation and subsistence, and expenses incurred outside of Florida or in excess of \$500.00 per individual item should be preapproved by Customer;

4.3. Supplier shall invoice Customer in accordance with the Pricing Schedule. Unless specified otherwise, payment of all amounts due under the Contract shall be made within forty-five (45) days of the date of invoice.

4.4. If Customer disputes the contents of any invoice, it shall provide Supplier in writing with reasons for non-payment and supporting evidence. In such event, Customer shall be entitled to suspend payment of the disputed part of the invoice. The parties shall discuss the disputed amount of the invoice as soon as possible. If it is established that the reasons are justified, the invoice shall be adjusted and Customer shall pay the remaining balance within forty-five (45) days after receipt of the

adjusted invoice. If it is established that the reasons are unjustified, Customer shall pay the disputed balance immediately, together with interest. Any part of an invoice properly disputed by Customer shall not affect payment of the undisputed portion. If no notification of dispute is received by Supplier within forty-five (45) days of Customer's receipt of the invoice for such costs or expenses, Customer shall be precluded from disputing payment of such invoice; and

4.5. Supplier reserves the right to charge Customer interest in respect of the late payment of any sum due under this Contract at the rate of one and one-half percent (1.5%) per month (or, if less, the maximum allowed by applicable law) on the overdue balance. Such interest shall immediately be paid by Customer upon first demand. All amounts due under this Contract shall be paid in full without any deduction or withholding other than as required by law.

#### 5. Suspension of Services

If after the due date for payment has passed, payment due under the terms of this Contract is not made within forty-five (45) days of a written demand sent to Customer, Supplier may at its discretion suspend the performance of the Services or any part thereof until payment in full is received from Customer. If upon resumption of the Services, Supplier is required to carry out any services or incur any costs which but for the suspension would not have been carried out or

incurred, Customer shall reimburse the cost of any such service and costs, which shall be paid within forty-five (45) days of the date of the invoice. Any period of suspension shall be treated as a delay caused by Customer.

## 6. Communication

6.1. Customer shall nominate a person with the necessary knowledge and experience relevant to the provision of the Services and with the requisite knowledge of Customer's business (including but not limited to Customer's organization, its operations and business practices) as its representative and as the prime point of contact with Supplier and through whom all communication with Supplier shall be made (the "Customer Project Manager"). The Customer Project Manager shall:

6.1.1. Serve as the interface between the Supplier and all departments of the Customer participating in the Project;

6.1.2. In conjunction with the Supplier Project Manager, handle each Project Change Control;

6.1.3. Obtain and provide all information, data, decisions, and approvals, within two (2) working days of his receipt of a request from the Supplier, unless the Parties (acting reasonably and promptly) agree to extend the response time;

6.1.4. Resolve deviations from the Project Plan that are attributable to the Customer; assist with the resolution of any

issues with the Project, and escalate those issues internally, as necessary; and

6.1.5. Monitor and report to the senior management of the Customer on the status of the Project.

6.2. Supplier shall nominate a representative who shall be responsible for monitoring and reviewing the performance of the Contract and through whom all communication with Customer shall be made (the "Supplier Project Manager"). All significant concerns should be addressed to Supplier Project Manager in writing and delivered by certified mail.

6.3. Each Party may at any time substitute another suitable person as its representative, and shall give notice to the other party of any such substitution.

6.4. The Parties' representatives shall meet periodically as agreed between the Parties to review the Services and to deal with any requests and problems as may have arisen in the period prior to the review.

6.5. Either Party shall be entitled to call a meeting upon not less than three (3) days' notice if that party reasonably considers that there are issues which need to be discussed and/or resolved relating to the Services. Both Parties shall use all reasonable endeavors to attend meetings called on shorter notice when urgently required. Any such meeting may if the Parties agree be carried out by teleconference or videoconference.

## 7. Employment of Personnel

7.1. Supplier warrants that the personnel assigned by Supplier to the provision of the Services possess the degree of skill and experience appropriate to the tasks to which they are allotted. Supplier shall use reasonable endeavors to maintain the personnel so allotted but may substitute other suitably qualified personnel in connection with its own business requirements or if such personnel are for any reason absent from work. If any assigned personnel are promoted to a higher job category during the period of the Contract and Customer has requested that any such personnel should continue to provide Services, Supplier may adjust the Pricing Schedule to take account of the increased cost to Supplier of employing such personnel.

7.2. During the period of the Contract and for a period of six (6) months thereafter neither party shall without the prior written consent of the other party either directly or indirectly or in conjunction with any other person induce any employee or contractor of the other party or its Associated Companies who is or has, in the case of the Supplier's employees, been directly involved in the Supply or, in the case of the Customer's employees, been involved in the purchase of the Services to leave his employment and become an employee of such Party or any Associated Company of such Party;

7.3. As part of the written consent referred to in Clause 8.2, the Party giving the consent (the "Original

Employer") may require the other Party to make a payment to the Original Employer to reflect the cost of recruiting a replacement for such employee and to cover any losses and costs incurred by the Original Employer as a result of such employee ceasing to be employed by the Original Employer.

## 8. Intellectual Property Rights

8.1. Unless otherwise agreed in writing, any Intellectual Property Rights arising solely out of and in the course of the work carried out by Supplier as part of the Services shall vest in Supplier.

8.2. Subject to the payment of all sums due to Supplier under the Contract, Supplier agrees to grant or procure the grant to Customer of a non-exclusive, perpetual, royalty-free license (but with no right to sublicense the use to any third party) of the Intellectual Property Rights referred to in Clause 9.1 to use and reproduce the same in connection with the running of its own business.

8.3. To the extent that Supplier requires a license under any Intellectual Property Rights vested in or licensed to Customer to enable Supplier to carry out the Services, Customer hereby grants to Supplier, Supplier's Associated Companies, agents and sub-contractors engaged in providing the Services and warrants that it has the right so to grant a non-exclusive, royalty-free license for the duration of the Contract;

### 8.4. Infringement Notification:

8.4.1. Supplier shall forthwith notify Customer if any claim or demand is made or action brought against Supplier for

infringement or alleged infringement of any Intellectual Property Rights which may affect the use by Customer of the Services;

8.4.2. Customer shall forthwith notify Supplier if any claim or demand is made or action brought against Customer for infringement or alleged infringement of any Intellectual Property Rights in connection with the Services. Supplier shall have the right at its own expense to conduct any litigation arising therefrom in all negotiations in connection therewith and in such event Customer hereby agrees to grant to Supplier exclusive control of any such litigation and such negotiations;

8.4.3. Customer shall at the request of Supplier afford to Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against Customer or Supplier for infringement or alleged infringement of any such Intellectual Property Rights brought by third party vendors of Customer and shall be repaid all costs and expenses (including but not limited to reasonable attorneys' fees, costs, post judgment interests, and appellate attorneys' fees, costs, post judgment interests) incurred in so doing;

8.4.4. Customer shall not make any admissions which may be prejudicial to the defense or settlement of any claim,

demand or action for infringement or alleged infringement of any such Intellectual Property Rights by Customer or Supplier;

8.4.5. If a claim, demand or action for infringement or alleged infringement of any such Intellectual Property Rights is made in connection with the provision of the Services or in the reasonable opinion of Supplier is likely to be made, Supplier may at its own expense either:

8.4.5.1. Modify the way the Services are provided, without reducing the performance and functionality of the same, so as to avoid the infringement or the alleged infringement and the terms herein shall apply mutatis mutandis to such modified Services; or

8.4.5.2. Procure a license on such terms as it shall think fit for Supplier to perform the Services and on terms which are reasonably acceptable to Customer.

8.5. The foregoing provisions of this Clause shall not apply insofar as any such claim or demand or action is in respect of:

8.5.1. Any use by or on behalf of Customer of anything supplied by Supplier under this Contract in combination with any item not so supplied where such use of the item directly gives rise to the claim, demand or action; or

- 8.5.2. Any modification carried out by or on behalf of Customer to any item supplied by Supplier under this Contract if such modification is not authorized by Supplier in writing; or
- 8.5.3. Customer's unreasonable refusal to use a modified form of the Services supplied pursuant to Clause 9.4.5.
- 8.6. If Supplier has availed itself of its rights to modify the way the Services are provided under Clause 9.4.5.1 or to procure a license in accordance with Clause 9.4.5.2 and such exercise of the said rights has avoided any claim, demand or action for infringement or alleged infringement, then Supplier shall have no further liability thereafter in respect of the said claim, demand or action.
- 8.7. Customer hereby warrants that any instructions given in relation to Supplier's use of any third party item supplied directly or indirectly by Customer shall not cause Supplier to infringe any third party's Intellectual Property Rights in such item.
- 9. Liability**
- 9.1. The Supplier's liability in respect of (i) death or personal injury; and (ii) fraud or fraudulent misrepresentation, including statements made by Supplier fraudulently prior to the date of this Contract shall not be limited;
- 9.2. The Supplier's liability for direct physical damage to the Customer's tangible property under this Contract shall be limited to five million dollars (\$5,000,000). Supplier shall annually provide customer with evidence of insurance meeting this minimum threshold.
- 9.3. The Supplier shall have no liability to the Customer for:
- 9.3.1. Loss of profits, revenue, savings, data, programs or electronic records, business, goodwill, loss of productivity, loss of use, or loss of contracts; and
- 9.3.2. Any type of indirect or consequential loss or damage; and
- 9.3.3. Supplier shall be liable to Customer for provable damages caused by Supplier.
- 9.4. The Supplier has no liability hereunder unless written notice has been received within six (6) months of the cause of action giving rise to the claim occurring, giving reasonable details of the subject matter of the claim. Notwithstanding the foregoing, no action, regardless of form, arising out of the subject matter of the Contract may be brought by either Party more than one year after completion of the Services except that action for non-payment may be brought by the Supplier within one year after the expiration or termination of the Contract or one year after the date of last payment whichever is later.
- 9.5. There are no implied warranties or liabilities.
- 10. Force Majeure**
- If either Party's performance of its obligations is affected by Force Majeure it shall forthwith notify the other Party of the nature and extent thereof. If by reason of Force Majeure, either Party is

unable to perform or there are delays by such Party in the performance of any such obligation, then in the event that Force Majeure affects such Party's obligations, such party's performance of any such obligation shall be suspended as long as the Force Majeure continues and the time for performance of that obligation shall be extended accordingly, and the party otherwise in default shall not in any event be liable to the other Party for any loss or damage whatsoever and howsoever arising (whether direct or indirect loss of damage) incurred or suffered or for any breach of any of the terms of the Contract by reason of such Force Majeure.

#### **11. Confidentiality**

11.1. Each Party ("the receiving Party") shall at all times during the continuance of this Contract and after its termination:

11.1.1. Maintain confidential all information given to him by the other Party ("the disclosing Party") at any time in respect of the business and affairs of the other Party, whether initially disclosed orally or in writing, or in the form of samples, models, computer data or Software, or by demonstration or otherwise, which is by its nature confidential or is previously identified or indicated to the receiving Party by the disclosing Party as being confidential information ("the Information") in compliance with Florida statutes; and

11.1.2. Not use the Information other than for the purposes of this Contract;

11.2. Information disclosed pursuant to this Contract shall be stored securely. Upon completion or termination of this Contract the receiving Party shall return all Information and all permitted copies of the same to the disclosing Party, save where archive copies kept by the receiving Party are required by law or a relevant regulatory authority.

11.3. Except where the disclosing Party gives written instructions to the receiving Party at any time that the obligations of confidentiality in respect of specified items of Information should be maintained for a different period, the receiving Party's obligations pursuant to this Contract shall notwithstanding subsequent termination continue for a period of five (5) years or as otherwise provided in Florida statutes.

#### **12. Duration and Termination**

12.1. The duration of this Contract shall be for a minimum initial term of five (5) years;

12.2. It is acknowledged that Supplier will need to invest substantial resources into the initial phases of this Contract that would not make the Project feasible on any shorter term than five (5) years; and

12.3. In the event, Customer seeks early termination of the Contract, the term of performance of the Contract will be accelerated to end upon termination and the full amount owed under the Contract will be owed without any set off for any work that has not yet been completed. The remaining unpaid



*Complete  
explanation*  
★

balance owed under the contract shall become immediately due without setoff or reduction for work that has not yet been completed. By terminating this Contract early, Customer accepts all work is being fully completed and satisfactory and shall have no claims against Supplier; and

**13. Consequences of Termination or Expiration**

Upon termination or expiration of the Contract, Supplier shall be entitled to enter upon the premises of Customer for the purposes of recovering any equipment or materials which are the property of Supplier, for which purpose Customer hereby grants Supplier an irrevocable license to enter any such premises with reasonable notice to the customer and at reasonable times.

**14. Risk of Loss**

All work, including data, delivered to Customer by Supplier ("Deliverables") shall become the responsibility of Customer to protect from loss, damage or destruction on delivery and Customer assumes such responsibility and the related risk. Deliverables shall be considered delivered either when Customer takes physical possession of them directly from Supplier, when they are stored at Customer's location.

**15. Assignment of Agreement**

Neither Party may assign or subcontract (in whole or in part) any of the benefit of or their obligations under the Contract without the written consent of the other Party, except that: (i) the Supplier may assign the benefit subject to the burden of this Contract (or any part thereof) to any Associated Company; (ii) Supplier shall be entitled to sub-contract any of its obligations

under this Contract to any other person with the consent of Customer, such consent not to be unreasonably withheld or delayed, except that such consent shall not be required in the case of Supplier subcontracting its obligations to an Associated Company; and (iii) the Supplier shall have the right to assign its right to receive due payment of any Total Charges to a third party and the Supplier shall inform the Customer of the identity of such third party if and when such assignment takes place. Subject to the other provisions of this Clause 17, this Contract is binding upon and shall ensure for the benefit of the parties' personal representatives, assigns and successors in title.

**16. Waiver**

The waiver by either Party of a breach or default of any of the provisions of this Contract by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operates a waiver of any breach or default by the other party.

**17. Notices**

Any notice or other communication required to be given pursuant to the Contract shall be in writing and given in English, delivered certified mail unless otherwise required by Florida statutes.

**18. Invalidity and Severability**

If any provision of the Contract shall be found by any court to be invalid or unenforceable to the invalidity or unenforceability of such provision shall not affect the other provisions of the Contract and all provisions not affected

by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible to economic legal and commercial objectives of the invalid or unenforceable provision.

**19. Agency Partnership or Joint Venture**

The Contract shall not operate so as to create or recognize an agency, partnership or joint venture of any kind between the parties hereto.

**20. Whole Agreement**

Unless otherwise agreed in writing the Contract supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which may have been made by the Parties either orally or in writing prior to the date hereof, save in respect of statements made fraudulently. The Contract may only be amended by written document signed by the Parties' authorized representatives.

**21. Governing Law**

This Contract shall be governed by and shall be construed in accordance with the laws of the State of Florida, without giving effect to choice of law or conflicts of law provisions. Any dispute arising out of this Contract shall be adjudicated solely in the applicable federal or state courts within the State of Florida. The Parties each agree that they are subject to the personal jurisdiction of those courts, and each waives the right to challenge the personal jurisdiction of those courts over it.

**22. Third Party Rights**

A person who is not a party to this Contract has no right to enforce any term of this Contract.

**23. Attorneys' Fees**

If litigation is required to enforce any provision of this Contract, the prevailing Party shall be entitled to recover expenses, costs and attorneys' fees, including post judgment interest and appellate expenses, costs, and attorneys' fees including post judgment interest.

**24. Indemnity**

Supplier agrees to defend, indemnify and hold Customer harmless of and from any and all claims, demands, losses, damages, injury, death, penalties, Suits, judgments, liens and encumbrances and liabilities, costs, expenses, and fees, including, without limitation, reasonable attorney's fees, costs and expenses of litigation (claims) approximately caused by the negligent performance by Supplier, or its officers, employees, authorized agents or representatives of Supplier's duties and responsibilities of this agreement or Supplier's other breach of this Agreement.

## SCHEDULE A

### SERVICES

#### Supplier's Duties

1. **Project Manager:** Prior to the commencement of services, the Supplier will designate a duly experienced, qualified and authorized employee, to be its Project manager (the "Supplier Project Manager"), to whom all of the Customer's communications will be addressed.
2. **Project Management:** Supplier will provide direction and control of Project Personnel, and a framework for Project communications, reporting, and procedural and contractual activities, including the following:
  - 2.1. Maintaining Project communication with the Customer's Project Manager;
  - 2.2. "Green Light Document" management to achieve milestones of the Project Plan to be approved by Customer before proceeding with the next step of the Project Plan.
  - 2.3. "Red Light Document" management and amendments to the Project Plan for any issues that may arise (either Customer or Supplier related) that may slow the progression of the Project Plan; and
  - 2.4. Coordinating and managing the technical activities of Project Personnel.
3. **Project Management Deliverables:**
  - 3.1. Supplier will create and maintain a Project Plan and provide monthly status reports to Customer in an organized fashion, for the purpose of assisting the Customer in setting the expectations of the Users and the Customer's Project Manager.
4. **Records Archiving Solution:**

BlueGEM will provide a totally functional system providing for the digitization of Brevard County current and historical documents ("Documents") per Florida statutes. This system will be the result of finely tuned testing at several levels including unit, system, integration, stress, and parallel procedures. All process will be in compliance with applicable local, state and federal regulations.

- 4.1 Documents are recorded as having arrived and accepted by BlueGEM staff;
- 4.2 Documents are securely stored until ready for digitization;
- 4.3 Documents are prepped for digitization;
- 4.4 Documents are indexed and scanned with scanner hardware;
- 4.5 Quality check performed on preset percentage of files;
- 4.6 Electronic files sent to the designated data center for redaction service;
- 4.7 Electronic files are processed via redaction services;
- 4.8 Redacted files sent back to BlueGEM for quality control process;
- 4.9 Approved redacted files and original digitized files are sent electronically to Brevard County;
- 4.10 Confirm with Brevard County staff original scanned images and redacted images meet quality assurance standards;
- 4.11 Upon acceptance and approval, original digitized files and redacted digitized files are imported into the Brevard County Clerk of Court document management system per interface specifications; and
- 4.12 Original hard copies of the digitized records are released by Brevard County Clerk of Court staff for destruction.

## 5. Record Archiving Solution Deliverables:

BlueGEM will work with the County to create a final project plan that delineates each step of the document management process, each deliverable and the specifications required to meet the goals of the County within the budget established by the County.

- 5.1. Clerk-specific end-user training;

- 5.2. A project timeline and budget;
- 5.3. Scanning capabilities (300 dpi minimum, multi-page, TIFF format);
- 5.4. Redaction services with 95%+ accuracy;
- 5.5. Process-specific end-user training documentation (delivered prior to start of training);
- 5.6. Complete and robust procedural documentation for Clerk functional staff; and
- 5.7. Documentation detailing disaster recovery systems, plans and failover testing.

Within the BlueGEM system, all documentation will be captured at the point of scanning at our scanning facility. Simultaneously, a copy of the scanned document is transmitted to the designated data center to be held for redaction to create redundancy that serves to preserve each scanned document while the original paper document remains held in secure storage.

In the event that either system goes offline, all scanned documents will remain stored within the systems that are geographically isolated for safety. At BlueGEM's scanning facility we intend to also provide redundant scanning capability in the form of multiple scanners with 24x7, 365, same-day service and support. Backups for both scanning and redaction services will be performed automatically at close of business each day.

- 6. **Digital Pen Solution Pilot Implementation:** This will be a 90-day Pilot project to begin upon written notification from Customer in which BlueGEM will provide the server and printer on loan. The Digital Pen Solution allows instantaneous capture of written data. To implement the Digital Pen Solution, the following steps need to be performed:

Design and review scope of the pilot project

- 6.1.1. Maximum of twenty Documents;
- 6.1.2. Deliver ten digital pens for use in the pilot;
- 6.1.3. Determine the success and completion criteria;
- 6.2. Installation of hardware and software for the digital pen solution;
- 6.3. Validation of usability of digital pen solution;
- 6.4. Train users on digital pen usage per scope of pilot implementation;

6.5. Implement digital pen solution to production;

6.5.1. Change Control Procedures will be implemented if Digital Pen goes to full production

### **Customer's Duties**

1. Project Manager: Prior to the commencement of services, Customer will designate a duly experienced, qualified and authorized employee, to be its Project manager (the "Customer Project Manager"), to whom all of the Supplier's communications will be addressed;
2. Customer shall pay Eight Million Five Hundred Twenty Thousand Dollars (\$8,520,000.00) as described in Schedule B.
3. Customer shall pay One Hundred Twenty Thousand Dollars (\$120,000.00) as described in Schedule C.
4. Customer will provide six (6) current employees of Customer for a ninety (90) day transition period; during this period Customer will continue to assume all responsibilities for these employees' salaries and benefits;
5. Customer shall package and transport Documents to Supplier.
6. Customer shall diligently make documents available to Supplier in a manner that makes the timely accomplishment of the Project Plan feasible;
7. Customer agrees to:
  - 7.1. Host Site Visits for Supplier;
  - 7.2. Customer will be a Referral site; and
  - 7.3. Customer will allow for Supplier to reference Customer in Press Releases.

### **Term of the Contract:**

1. The Services performed under this Contract shall commence immediately upon execution of this Contract. Supplier shall have five (5) years during which to perform its duties under this Contract ("Contract Term"). Unless the Contract is extended in writing, Supplier shall have no responsibility to scan any documents filed or created or produced to Supplier after April 30, 2017.

2. As there are significant upfront costs to Supplier in performing this Contract, this Contract cannot be terminated by Customer unless Customer pays Supplier the entire remaining balance of the Contract amount not yet paid and signs a full release of Supplier from any and all liability arising out of this Contract and releases Supplier from any other performance of the remaining work under this Contract.
3. Customer has an option to extend the terms of this Contract by two (2) years at the same monthly rate paid during the final year of this Contract.

**Early Termination:**

1. If for any reason, this Contract is terminated by Customer prior to the five (5) year Contract Term, the entire balance of the contract price of Eight Million Five Hundred Twenty Thousand Dollars (\$8,520,000.00) not yet paid shall become immediately due and payable without further notice;
2. In the event that Customer terminates this contract prior to the five (5) year Contract Term, Customer shall waive any and all claims against Supplier for work performed under this Contract or for work not yet performed under this Contract; and
3. If Customer terminates this contract prior to the five (5) year Contract Term, Customer shall pay all fees and costs of Supplier incurred in collecting the remaining unpaid balance of the Contract amount of Eight Million Five Hundred Twenty Thousand Dollars (\$8,520,000.00), including but not limited to attorneys' fees, costs, and interests, inclusive of appellate attorneys' fees and costs and prejudgment and post judgment interest.

**Exclusions and Limitations:**

1. Secure Shredding/Destruction will be negotiated through a separate contract;
2. The Supplier cannot be held responsible for the correct configuration and support of any hardware or software that is not sourced directly from the Supplier;
3. If the Customer requires the provision of support on items that are not sourced from the Supplier, then the Supplier shall be entitled to Additional Total Charges;
4. The Services will be performed during normal business hours (being 8:00 am to 5:00 pm) on weekdays and not on weekends or public holidays unless the Parties agree otherwise (acting reasonably and promptly);

5. The Customer shall be fully responsible for the transition and implementation of the Deliverables to all of its production and other systems;
6. If for any reason a software or hardware defect within the Deliverables, the Customer shall inform the Supplier promptly, and the Supplier shall, without delay, apply all of its available resources to the resolution of that defect, and shall suspend the performance of all other Services until the defect has been satisfactorily resolved. The Customer shall not be liable for any such suspension; and.
7. Travel and Living Expenses are to be paid in addition to the pricing discussed in Schedule B and Schedule C and shall be paid within forty-five (45) days of receipt of invoices for such costs as allowed by Florida Statutes.



## Schedule B

### Historical Records Scanning Project

#### Pricing Schedule

Customer will pay Eight Million Five Hundred Twenty Thousand Dollars (\$8,520,000.00) under this Contract. Payment in full is nonrefundable and fully earned upon execution of this Contract. For financing purposes, payments will be made as described below:

Total Contract Amount	\$ 8,520,000.00	
Contract Guaranty Payment		\$ 500,000.00
Initial payment on contract signing of \$50,000.00 and Five (5) monththly payments of \$40,000.00 begining on July 1, 2012 through November 1, 2012.		\$ 250,000.00
Twelve (12) Monthly Payments starting on Dec 1, 2012 going through Nov 1, 2013 of \$120,000.00 each.		\$ 1,440,000.00
Eighteen (18) Monthly Payments starting on Dec 1, 2013 going through May 1, 2015 of \$145,000.00 each.		\$ 2,610,000.00
Twenty Four (24) Monthly Payments starting on June 1, 2015 going through May 1, 2017 of \$155,000.00 each.		\$ 3,720,000.00
Total (both columns should be equal)	\$ 8,520,000.00	\$ 8,520,000.00

5 Year Fixed Term. Customer has the option to sign a two (2) year extension at the same Monthly rate as the final year of this Contract.

In the event Supplier fails to meet any deliverable deadline established for implementation of the project, the Customer may withhold five percent (5%) of the next scheduled payment until the deliverable is completed.

Travel and Living expenses are to be billed to customer as incurred in accordance with Florida Statutes.

Schedule C  
Digital Pen Pilot Project  
Pricing Schedule

**Pricing Schedule**

Customer will pay One Hundred Twenty Thousand Dollars (\$120,000.00) under this Contract. Payment in full is nonrefundable and fully earned upon execution of this Contract. For financing purposes, payments will be made as described below:

Total Contract Amount	\$ 120,000.00	
Initial payment due upon contract signing		\$ 40,000.00
Second payment due November 1, 2012 of \$40,000.00		\$ 40,000.00
Third payment due December 1, 2012 of \$40,000.00		\$ 40,000.00
Total (both columns should be equal)	\$ 120,000.00	\$ 120,000.00

Travel and Living expenses are to be billed to customer as incurred in accordance with Florida Statutes.

Nick Geaney

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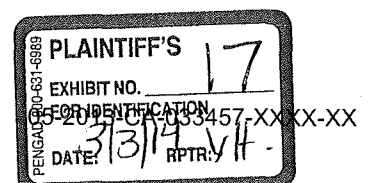
**From:** Sue Smith  
**Sent:** 27 March 2012 10:54  
**To:** richard.sargent@developiq.com  
**Cc:** ngeaney@blueware.net  
**Subject:** PO#1 BlueGEM  
**Attachments:** SCAN7342\_000.pdf

Susan Smith  
Finance Manager, BlueWare Inc.  
Phone 231-779-0224 x 119 Fax 231-779-1002  
e: [ssmith@blueware.net](mailto:ssmith@blueware.net) | <http://www.blueware.us>  
3 minute video for the BlueWare message:  
<http://www.impactmovie.com/blueware/>

**BlueWare Fast Facts...**

- 3 Time Beacon Award Winner-Innovation Excellence in Healthcare & Life Sciences
- "Interoperability Leader" Recognized at HIMSS
- Over a Decade of Delivering the First Best-of-Breed EHR Solution to the Marketplace
- UK Best of Breed Clinical EDM since 2004
- US First to Market All Digital (Data, Documents, MultiMedia) Electronic Medical Records for Large Populations (Built in EMPI)

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BlueGEM, Inc.

Purchase Order No.: 1

Vendor ID : DEVELOPIQ LT

# Purchase Order

To: DevelopIQ Limited  
Rosewood  
Crockford Lane, Chineham Park  
Basingstoke, UK RG24 BUT

Ship To: BlueGEM, Inc.  
(nothing shipped)

P.O. Date	Ship Via	P.O.D	Terms		
03/27/12	Best Way	Origin	Net 30		
Buyer	Freight	Ref Date	Shipping To	Remarks	Tax
BLUEGEM	Collect	ASAP	ssmith@blueware.net		N
QTY	Ref	Item No	Description	Unit Cost	Amount
1	Non-stock		PaperIQ Digital Pen Pilot New Subscription - 3 month Fee for 10 pen 3 month pilot With Florida Courts	40000.00	40000.00
				Total	40000.00

  
Authorized Signature

Tyler Winik

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From: Rose Harr  
Sent: Tuesday, March 27, 2012 4:20 PM  
To: bluewareteam  
Subject: Brevard County Excel Spreadsheets

Please keep....

----- Forwarded message -----

From: Nick Geaney <[ngeaney@blueware.net](mailto:ngeaney@blueware.net) [<mailto:ngeaney@blueware.net>] >  
Date: Mon, Mar 26, 2012 at 8:38 AM  
Subject: Sheet  
To: Rose Harr <[rose@blueware.net](mailto:rose@blueware.net) [<mailto:rose@blueware.net>] >

Sheet

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Rose Harr

*CEO, BlueWare Inc., BlueWare International LLC, BlueLand LLC, RoseWare LLC and BlueWare Ltd.*

USA o: (+1) 231-779-0224 m: (+1) 231-878-0443

UK m: (+44) 07789900175 o: (+44) 01264326356

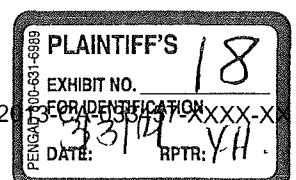
e: [ROSE@blueware.net](mailto:ROSE@blueware.net) [<mailto:ROSE@blueware.net>] [<http://www.blueware.net>] [<http://www.blueware.uk/>] [co.uk](http://co.uk)  
[<http://co.uk>] or [<http://www.blueware.us>] [<http://www.blueware.us>]

**BlueWare Fast Facts...**

3 Time Beacon Award Winner-Innovation Excellence in Healthcare & Life Sciences "Interoperability Leader" Recognized at HIMSS Over a Decade of Delivering the First Best-of-Breed EHR Solution to the Marketplace  
All Digital (Data. Documents, MultiMedia) Electronic Medical Records for Large Populations (Built in EMPI)



Maintenance and  
Support Contra...



Operations and Delivery by Contract

Maintenance and Support Renegotiation Contracts

BlueWare C-Levels	CTO \$50,000	CFO \$50,000	CIO \$50,000	CMO \$50,000
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Support and Maintenance Contract

BlueWare Administration	\$350,000
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Staffing Required	2 Business Analysts \$65,000 Total: \$130,000	2 Admin \$30,000 Total: \$60,000	2 Contract Negotiators \$80,000 Total: \$160,000
-------------------	---	--	--

BlueGem Standing Costs	Young CEO \$125,000	IT Director \$90,000	VP of Finance \$65,000	Sales and Marketing Manager \$80,000	General Manager \$100,000
------------------------	------------------------	-------------------------	---------------------------	---	------------------------------

Operational Costs	IT & Equipment \$30,000	Marketing Budget \$125,000	Stationary Costs \$50,000
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Total Costs: \$1,565,000

Contract Value: \$2,700,000

Rose, Nick, and Matt: \$360,000

BlueWare C-Levels	CTO \$25,000/year	CFO \$25,000/year	CIO \$25,000/year	CMO \$25,000/year	Total: \$500,000
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Brevard Clerk of the Courts: Scanning

BlueWare Support and Administration	\$150,000/year	Total: \$750,0000
-------------------------------------	----------------	-------------------

Staffing Required	14 Scan and Prep Staff \$17.61/hour 2,040 hours/year Total: \$2,515,000	1 Contracts Manager \$70,000/year Total: \$350,000	2 IT Technicians \$40,000/year Total: \$400,000
-------------------	--	--	---

BlueGem Standing Costs	Young CEO Already paid for in year 1 Total Year 2-5: \$500,000	IT Director Already paid for in year 1 Total Year 2-5: \$260,000	VP of Finance Already paid for in Year 1 Total Year 2-5: \$260,000	Sales and Marketing Manager Already pa \$100,000 Total Year 2-5: \$260,000	General Manager Already paid for in Year 1 Total Year 2-5: \$400,000
------------------------	--	--	--	--	--

Operational Costs	IT & Equipment \$250,000	Marketing Budget \$400,000	Stationary and Admin Costs \$150,000	Scanner and Depreciation \$500,000
-------------------	-----------------------------	-------------------------------	---	---------------------------------------

Total Costs \$7,500,000

Contract Value: \$7,449,000

Rose, Nick, and Matt: \$900,000

BlueWare C-Levels	CTO \$25,000/year	CFO \$25,000/year	CIO \$25,000/year	CMO \$25,000/year	Total: \$500,000	
IT Outsource Contract						
BlueWare Administration	\$350,000					
Staffing Required	IT Director \$80,000/year Total: \$400,000	2 Programmers \$60,000/year Total: \$600,000	3 IT Staff \$45,000/year Total: \$675,000	Systems Administrator \$65,000/year Total: \$325,000	Admin \$30,000/year Total: \$150,000	3 Support Desk \$40,000/year Total: \$600,000
BlueGem Standing Costs	Young CEO Already accounted for	IT Director	VP of Finance	Sales and Marketing Manager	General Manager	
Operational Costs	IT & Equipment \$125,000	Marketing Budget \$125,000	Stationary Costs \$50,000			
Total Costs \$3,900,000						
Contract Value: \$7,000,000						
Rose, Nick, and Matt: \$900,000						



BlueWare C-Levels	CTO Already accounted for	CFO	CIO	CMO		
Historical Scanning						
BlueWare Administration	\$900,000					
Staffing Required	42 Scan and Prep Operators \$17.61/hour 2,040 hours/year Total: \$9,250,000					
BlueGem Standing Costs	Young CEO Already accounted for	IT Director	VP of Finance	Sales and Marketing Manager		General Manager
Operational Costs	IT & Equipment \$200,000	Marketing Budget \$125,000	Stationary Costs \$100,000	New Scanner \$300,000	New Building \$1,000,000	
Total Costs \$11,875,000						
Contract Value: \$27,000,000						
Rose, Nick, and Matt: \$3,000,000						

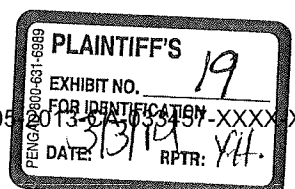
Tyler Winik

---

**From:** Sue Smith  
**Sent:** Friday, February 24, 2012 11:52 AM  
**To:** ngeaney@blueware.net  
**Subject:** Change in cash flow - we need to order scanner maintenance today for CHS - Laredo



crunch.xls



Week ended	02/24/2012	03/02/2012	03/09/2012	03/16/2012	03/23/2012	03/30/2012	04/06/2012	04/13/2012	04/20/2012
Cash Monday	2420.10	3397.22	17176.79	57384.78	206916.25	189369.37	76207.37	170209.79	37209.79
Rec'd this wk	94713.42								
Promised		2286							
FirstBank LOC									
Net 30		10139.99	11304.21	27301.03	40000	15000	7953.7		5250
East Sussex for Lloyds Bank				400000					
Streams to be billed							121048.72		
Payroll	54000			73000	37546.88	73000		73000	
UK Payroll/VAT Return	10000					15000			
AP Paid this week	5936.77	18000	10000	10000	10000	10000	35000	10000	10000
Employee Exps			10000		10000				
Citizens Bank									
Credit Card pmts	6774.12		31512.2	50000				50000	
Mantis PR Firm		10000				10000			
Matt Q - Lobbyist		5000				5000			
IBM	17025.41			30000		15162			
Cash Friday	3397.22	(17176.79)	(57384.78)	206916.25	189369.37	76207.37	170209.79	37209.79	32459.79

First Bank - Balance		Expected wk	CHS
Dave Harr	160000	E Sussex	2nd Qtr
Dyson	13003.17	400000	1st Qtr Kofax
Qatalys	37893.88		
IBM UK	\$ 102,960.00	Pay in this order	
IBM@35 pr license	\$ 263,328.00	Legal and Accounting	
J2	\$ 364,291.51	Local Vendors	
Taylor Wessing	\$ 19,606.19	Remainder	
<b>Total</b>	<b>\$ 961,082.75</b>		

Rose CD

11/30/2011	47367.87
Honigman	-27355.06
King&King	-14000
Interest on Acct	4.78

6017.59

Move BW First Bank	174000	Moved from BW to CD for Rose
Check from Rose	30000	From Rose - posted to clearing
Check from Rose	10000	From Rose - posted to clearing
Check from CHS	90610.8	(Deposited in Blueware Firstbank then moved to Rose Harr CD)
Delete ck from Rose	-30000	
Check from Rose	16000	
Check from Joint	14000	
	310628.39	

Less CD Set up	310000
----------------	--------

Balance	628.39
Check from Rose Acct	-628.39 #####

Balance	0
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12/05/2011	325850.00
Transfer to Citizens	-100000.00
Transfer to Adams B	-40000.00
Transfer to Rose H	-30000.00 (for Citibank payment)
Check to Nick	-36750.00 (35,000 loan plus 5% for one month)
12-20-11 Deposit	116779.47
Wire for Mich Street	-10000.00
Wire to Regus Boston	-20000.00
Cks,Dep Slips, stamp	-152.47
12-27-11 Deposit	6322.81
12-28-11 to Citizens	-37300.00
	174749.81
 Moved to CD 1/3/11	 174000.00
	 749.81
Less Office Max 1/5	185.3
	 564.51

BLUEGEM



Remit to: BlueGEM  
3050 West 13th Street  
Cadillac, MI 49601  
Tel: +1 (231) 779-0224  
Fax: +1 (231) 779-1002

INVOICE  
999102

TO: Brevard County Clerk  
Attn: Accounts Payable  
700 South Park Avenue  
Titusville, FL 32780

SAP VENDOR #: 447733

SAP P. O. #: 45000

SAP LINE ITEM #:

Customer	Date	Term	Contact
BREVARD	6/29/2012	Due: June 29, 2012	Accounts Payable

Description	Charges
Brevard County Clerk of the Court - Scanning Contract Initial payment due on contract signing	\$ 50,000.00

*[Handwritten signature]*  
6/29/12

Invoice total \$ 50,000.00

Beneficiary: BlueGEM LLC  
Currency: USD  
Correspondent Bank: Firstbank  
Location: 114 West Pine Street  
Cadillac, MI 49601  
(231) 775-9000

Routing Number:  
Account Number:



Remit to: BlueGEM  
3060 West 13th Street  
Cadillac, MI 49601  
Tel: +1 (231) 779-0224  
Fax: +1 (231) 779-1002

INVOICE  
999105

TO: Brevard County Clerk  
Attn: Accounts Payable  
700 South Park Avenue  
Titusville, FL 32780

SAP VENDOR #: 447733  
SAP P.O. #: 45000  
SAP LINE ITEM #: \_\_\_\_\_

Customer	Date	Terms	Contact
BREVARD	6/29/2012	Due June 29, 2012	Accounts Payable
Description		Charges	



Brevard County Clerk of the Court - Scanning Contract  
Digital Pen Pilot Project  
Initial Payment due on Contract Signing

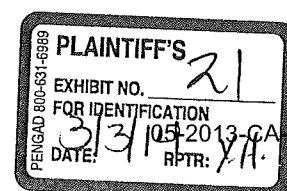
\$ 40,000.00

*[Handwritten signature]*  
6/29/12

Invoice total \$ 40,000.00

Beneficiary: BlueGEM LLC  
Currency: USD  
Correspondent Bank: Firstbank  
Location: 114 West Pine Street  
Cadillac, MI 49601  
(231) 775-9000

Routing Number:   
Account Number: 





Wire Transfer Debit Advice As Of 06/29/12 Distributed 06/29/12 10:53:19 AM EDT

Account: [REDACTED]  
CLERK OF COURT BREVARD CTY AGENCY

Wire Transfer Debit

Amount: \$90,000.00 USD

Fed/IMAD Reference: [REDACTED]

SunTrust Reference Number: [REDACTED]

Beneficiary: [REDACTED]  
BlueGem LLC

Beneficiary Bank: [REDACTED]  
FIRSTBANK  
SHEPHERD, MI

Originator: [REDACTED]  
CLERK OF THE COURT-BREVARD COUNTY  
AGENCY ACCOUNT  
400 SOUTH STREET  
TITUSVILLE FL 32780-7683

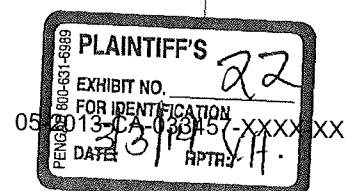
Sender Reference: Contract Signing

Originator Reference: Contract Signing

Money Transfer Customer Service

Please contact us for further information about this or other funds transfers. You may reach us at 1-800-947-3786 for information regarding domestic or international transfers. When inquiring about this transaction, please have the SunTrust Reference Number (above) available.

Thank you for banking with SunTrust.





BLUEGEM



Remit to: BlueGEM  
3060 West 13th Street  
Cadillac, MI 49601  
Tel: +1 (231) 773-0224  
Fax: +1 (231) 773-1002

INVOICE

999103

TO: Brevard County Clerk  
Attn: Accounts Payable  
700 South Park Avenue  
Titusville, FL 32780

SAP VENDOR #: 447733

SAP P. O. #: 45000

SAP LINE ITEM #:

Customer	Date	Terms	Contact
BREVARD	6/29/2012	Due: July 1, 2012	Accounts Payable
Description		Charges	

Brevard County Clerk of the Court - Scanning Contract  
Monthly Payment - July 2012

\$ 40,000.00

RECEIVED  
JUL 05 2012  
CLERK'S FINANCE

*MAN [Signature]*  
03 July 2012

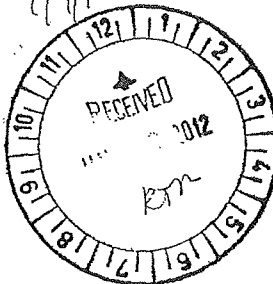
*[Signature]*  
7/9/12

Invoice total

\$ 40,000.00

Beneficiary: BlueGEM LLC  
Currency: USD  
Correspondent Bank: Firstbank  
Location: 114 West Pine Street  
Cadillac, MI 49601  
(231) 775-9000

Routing Number:  
Account Number:





Wire Transfer Debit Advice As Of 07/09/12 Distributed 07/09/12 8:53:19 AM EDT

Account: [REDACTED]  
CLERK OF COURT BREVARD CTY AGENCY

Wire Transfer Debit

Amount: \$40,000.00 USD

Fed/IMAD Reference: [REDACTED]

SunTrust Reference Number: [REDACTED]

Beneficiary: [REDACTED]  
BlueGem LLC

Beneficiary Bank: [REDACTED]  
FIRSTBANK  
SHEPHERD, MI

Originator: [REDACTED]  
CLERK OF THE COURT-BREVARD COUNTY  
AGENCY ACCOUNT  
400 SOUTH STREET  
TITUSVILLE FL 32780-7683

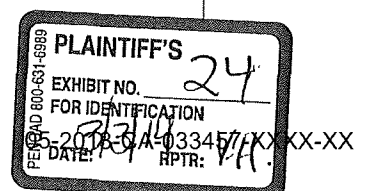
Sender Reference: July 2012

Originator Reference: July 2012

Money Transfer Customer Service

Please contact us for further information about this or other funds transfers. You may reach us at 1-800-947-3786 for information regarding domestic or international transfers. When inquiring about this transaction, please have the SunTrust Reference Number (above) available.

Thank you for banking with SunTrust.



**BLUEGEM**

Remit to: BlueGEM  
3060 West 13th Street  
Cadillac, MI 49601  
Tel: +1 (231) 779-0224  
Fax: +1 (231) 779-1002

**INVOICE**  
**999112**

TO: Brevard County Clerk  
Attn: Accounts Payable  
700 South Park Avenue  
Titusville, FL 32780

Customer	Date	Terms	Contact
BREVARD	7/11/2012	Due: Upon Receipt	Accounts Payable
Description		Charges	

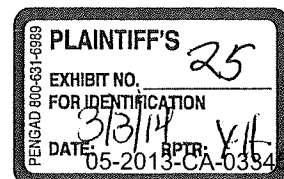
Brevard County Clerk of the Court - Scanning Contract  
Richard Sargent - Billable Expenses  
July 19th to July 27th

\$ 3,067.95

Invoice total \$ 3,067.95

Beneficiary: BlueGEM LLC  
Currency: USD  
Correspondent Bank: Firstbank  
Location: 114 West Pine Street  
Cadillac, MI 49601  
(231) 775-9000

Routing Number:  
Account Number:



**BLUEGEM**

Remit to: BlueGEM  
3060 West 13th Street  
Cadillac, MI 49601  
Tel: +1 (231) 779-0224  
Fax: +1 (231) 779-1002

**INVOICE**  
**999113**

TO: Brevard County Clerk  
Attn: Accounts Payable  
700 South Park Avenue  
Titusville, FL 32780

Customer	Date	Terms	Contact
BREVARD	7/11/2012	Due: Upon Receipt	Accounts Payable

Description	Charges
-------------	---------

Brevard County Clerk of the Court - Scanning Contract	\$	6,078.70
Billable Expenses		
Richard Sargent      June 3rd to June 13th		
Dave Collins         June 3rd to June 13th		

Invoice total      \$      6,078.70

Beneficiary: BlueGEM LLC  
Currency: USD  
Correspondent Bank: Firstbank  
Location: 114 West Pine Street  
Cadillac, MI 49601  
(231) 775-9000

Routing Number: XXXXXXXXXX  
Account Number: XXXXXXXXXX

**BLUEGEM**

Remit to: BlueGEM  
3060 West 13th Street  
Cadillac, MI 49601  
Tel: +1 (231) 779-0224  
Fax: +1 (231) 779-1002

**INVOICE**  
**999114**

TO: Brevard County Clerk  
Attn: Accounts Payable  
700 South Park Avenue  
Titusville, FL 32780

Customer	Date	Terms	Contact
BREVARD	7/11/2012	Due: Upon Receipt	Accounts Payable

Description	Charges
-------------	---------

Brevard County Clerk of the Court - Scanning Contract  
Elaine Sladek - Billable Expenses  
July 11th to July 21st

\$ 500.10

Invoice total \$ 500.10

Beneficiary: BlueGEM LLC  
Currency: USD  
Correspondent Bank: Firstbank  
Location: 114 West Pine Street  
Cadillac, MI 49601  
(231) 775-9000

Routing Number:  
Account Number:





Remit to: RoseWare  
3060 West 13th Street  
Cadillac, MI 49601  
Tel: +1 (231) 779-0224  
Fax: +1 (231) 779-1002

INVOICE  
999110

TO: Brevard County Clerk  
Attn: Accounts Payable  
700 South Park Avenue  
Titusville, FL 32780

Customer	Date	Terms	Contact
BREVARD	7/11/2012	Due Upon Receipt	Accounts Payable

Description	Charges
-------------	---------

Brevard County Clerk of the Court - IT Consultancy Contract  
Billable Expenses

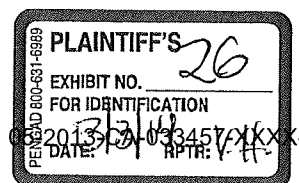
\$ 10,899.13

Matt Raab April 16 to April 20  
Matt Raab May 7 to May 11  
Matt Raab May 14 to May 18  
Eric Love April 16 to April 27  
Eric Love May 3 to May 17  
Elaine Sladek March 18 to March 21  
Elaine Sladek April 12 to April 20  
Elaine Sladek April 21 to April 29  
Elaine Sladek April 30 to May 7  
Elaine Sladek May 8 to May 15  
Elaine Sladek May 17 to May 26

Invoice total \$ 10,899.13

Beneficiary: Roseware LLC  
Currency: USD  
Correspondent Bank: Citizens Bank  
Location: 103 N Mitchell ST  
Cadillac, MI 49601  
(231) 779-4252

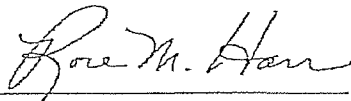
Routing Number:  
Account Number:




AMENDMENT TO BLUE GEM, LLC  
BREVARD COUNTY CLERK OF COURT  
CONTRACT DATED JUNE 29, 2012

The Parties agree to Amend the Contract dated June 29, 2012 as follows:

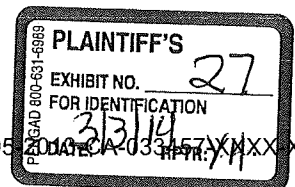
1. Payment under the contract pricing schedules B & C totaling \$8,640,000 is amended to \$6,100,000.
2. The revised total of \$6,100,000 will be paid from the loan financing provided by Hewlett-Packard Financial Services Company (hereinafter referred to as H-P), as follows:
  - a. \$5,100,000 will be paid by H-P directly to Blue Gem, LLC.
  - b. Blue Gem, LLC will provide a performance Bond acceptable to the Brevard County Clerk of Court in the amount of \$6,100,000.
  - c. H-P will disburse \$1,000,000 (or such actual Bond Premium) directly to the Bonding company for the Bond premium for the Performance Bond
3. All terms of the original contract not there with remain in full force and effect and specifically all performance standards and requirements imposed upon Blue Gem, LLC.

  
Blue-Gem, LLC

  
Brevard County Clerk of Court

Dated: October 22, 2012

Dated: October 22, 2012



Sean Campbell

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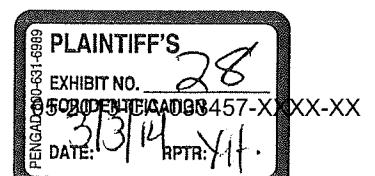
From: Kelly Dwan Geaney [kelly.d.geaney@gmail.com]  
Sent: Friday, June 29, 2012 6:14 AM  
To: Merrily Longacre  
Cc: Sean Campbell; Michael McDaniel; Mitch Needelman; rose@blueware.net;  
susan@smithlawllh.com  
Subject: Public Records Request and Specific Questions

Ms. Longacre,

In reference to my public records request regarding BlueWare, RoseWare, and BlueGem and the specific questions that I have requested, I am formally informing you that I no longer require these answers and public records. I do however reserve the right to request them in the future. Just for clarity, I have not shared a public records request with any third party. I am not involved with Mr. Scott Ellis. I have had no communication with Mr. Ellis apart from the facebook message that you have a copy of, of which I've not responded. I wish you all the success in the future.

Kind Regards,

Kelly D Geaney





Merrily Longacre

---

From: Kelly Dwan Geaney [kelly.d.geaney@gmail.com]  
Sent: Wednesday, June 27, 2012 6:00 PM  
To: Merrily Longacre  
Cc: Mitch Needelman; Sean Campbell  
Subject: Re: response to June 11 and June 26 PRR

Ms. Longacre,

I appreciate your quick response and the information that you have given me today. I understand the amount of work it takes to gather this information so maybe I can help and make the workload less by asking some more specific questions that you or your team may be able to answer without doing a full investigation.

Confirm the amount on two invoices that I have in my possession in regards to BlueGem scanning project whose value is \$500,000. Confirm there is no signed contract on that date. Help me understand the part-ITN's that look like they have been written by a vendor incomplete that I have in my possession. Help explain the emails from Mr. McDaniel's hotmail account asking a vendor to help him answer questions for other vendors that are bidding whilst in the procurement process. A copy of the ITN dated before it was released to the clerk's office. Explain how I have a recorded telephone conversation between Mr. Dupree and my husband referring to these and other contracts as well as payments on the 4th of June.

Once I have these answered, I believe I will have all of the information I require.

Kind Regards,

Kelly D Geaney

On Jun 27, 2012, at 3:01 PM, Merrily Longacre wrote:

Dear Ms. Geaney,

Please see attached with regard to your requests for public records.

If we can help you further, please advise. Thank you.

Merrily T. Longacre, Esq.  
Chief Staff Counsel for the Brevard County Clerk of Court  
Mitch Needelman  
Tel: 321-637-6500 ext. 59220

<letter Geaney signed.pdf>

Diana Spivey

---

**From:** Sean Campbell  
**Sent:** Wednesday, June 27, 2012 3:02 PM  
**To:** Diana Spivey  
**Subject:** FW: response to June 11 and June 26 PRR  
**Attachments:** letter Geaney signed.pdf

Official response, please file.

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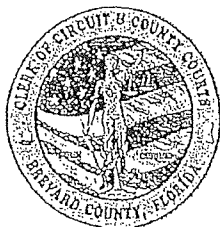
**From:** Merrily Longacre  
**Sent:** Wednesday, June 27, 2012 3:01 PM  
**To:** 'kelly.d.geaney@gmail.com'  
**Cc:** Sean Campbell; Michael McDaniel; Mitch Needelman; Renee McGrory; Diana Spivey  
**Subject:** response to June 11 and June 26 PRR

Dear Ms. Geaney,

Please see attached with regard to your requests for public records.

If we can help you further, please advise. Thank you.

Merrily T. Longacre, Esq.  
Chief Staff Counsel for the Brevard County Clerk of Court  
Mitch Needelman  
Tel: 321-637-6500 ext. 59220



**MITCH NEEDELMAN**  
CLERK OF THE CIRCUIT AND COUNTY COURTS  
BREVARD COUNTY, FLORIDA

"Our mission is to provide superior customer service to all those we serve. As a Public Trustee, the Clerk will diligently perform the duties and functions of this office, always keeping a focus on the rights of the individual citizen." ~Taylor Sakuma

Kelly Dwan Geaney  
[Kelly.d.geaney@gmail.com](mailto:Kelly.d.geaney@gmail.com)

June 27, 2012

Dear Ms. Geaney:

Mr. Campbell referred your request to my office to research and respond to your request for public information disclosure tendered by email on June 9, 2012 to Mr. Michael McDaniel, our Finance Director, by email. Your request covered materials that are public record under §119.07 Fla. Stats., and Art. 1, §24 of the Florida Constitution, and materials that, at present, are exempt from the public records requirements.

We may release the contract for cost analysis and cost reduction signed and being implemented at present by BlueWare/RoseWare. Please advise Diana Spivey in our Titusville office when you will be able to pick up copies of these documents.

A certain contract is exempted from public release including invoicing and payments. Please see §119.071 (3)1.b., and §281.301 Florida Statutes, including any and all information contained in billing information.

Under §119.071 (1) (b) 1.a. & b.; and 2.a. & b. Fla. Stats., what you have requested remains exempt. We have not determined a path forward on these matters at this time. Accordingly, there is no publicly available information for your requests as regards these matters.

You have asked for contracts related to Source2, payments to Matt Dupree, and invoices for contracts. I am referring these requests to Mr. McDaniel in Finance.

You have asked for "all invoices and monies paid to BlueWare, RoseWare, or BlueGem, dates of payment and contracts aligned to each of the invoices and payments." I have requested research in Finance. We will advise if there are any exemptions applicable to your request for this information.

2825 Judge Fran Jamieson Way, Melbourne, FL 32940-0999  
Post Office Box 999 Titusville, FL 32781-0219  
Telephone: (321) 637-6500 ext 59220  
Fax 321-637-6538  
[merrily.longacre@brevardclerk.us](mailto:merrily.longacre@brevardclerk.us)  
<http://www.brevardclerk.us>

Mr. Campbell will supply you with an estimate of the research time provided as soon as the departments in charge of the documentation you have requested respond with that information.

On June 26, 2012, you again asked Mr. Campbell for the information requested. Since the matter had been referred to me for review, research and an opinion, the time for response has not been unreasonable. The exigencies of my job have prevented me from responding any sooner.

Thank you for your interest in the Clerk's operations.

Sincerely,



Merrily T. Longacre, Esq.  
Chief-Staff Counsel  
Brevard County Clerk of Court  
Mitch Needelman  
Telephone: 321-637-6500 Ext 59220

CC: Mitch Needelman  
Mike McDaniel  
Renee McGrory  
Diana Spivey  
Sean Campbell

2825 Judge Fran Jamieson Way, Melbourne, FL 32940-0999  
Post Office Box 999 Titusville, FL 32781-0219  
Telephone: (321) 637-6500 ext 59220  
Fax 321-637-6538  
[merrily.longacre@brevardclerk.us](mailto:merrily.longacre@brevardclerk.us)  
<http://www.brevardclerk.us>

Diana Spivey

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From: Sean Campbell  
ent: Monday, June 25, 2012 12:29 PM  
To: 'Kelly D Geaney'  
Cc: Public Records Requests  
Subject: RE: Public Records Request

Mrs. Geaney,

You have received a responds from the legal department concerning your request. I am copying Merrily Longacher the head of the legal department to once again respond to your request. You apparently are confused as to what information is available at this time concerning the digital recording project that is being reviewed. The bulk of your previous request concerned contracts with Source 2 and Mr. Dupree and you rescinded that request. Please let me know if I can be of further assistance in the future.

Regards,

Sean Campbell  
Chief Deputy

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

From: Kelly D Geaney [<mailto:kelly.d.geaney@gmail.com>]  
Sent: Monday, June 25, 2012 11:14 AM  
To: Sean Campbell  
Subject: Public Records Request

Mr. Campbell,

I was so impressed with the timely response you gave Nick after reading his email. It is unfortunate that you can't respond to me in such a timely manner. Is it because I'm a woman??? Or do you just not want to give me what I've asked for??? Yet again, this is another request for the records I've asked for.

Kind Regards,

Kelly D. Geaney

Michael McDaniel

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From: Kelly Dwan Geaney [kelly.d.geaney@gmail.com]  
Sent: Monday, June 18, 2012 8:50 AM  
To: Sean Campbell  
Cc: Mitch Needelman; Michael McDaniel  
Subject: Public Record Request

Mr. Campbell,

Thank you for your timely response in regards to my public record request. I have a couple of points to make. I will no longer require public record request for Source 2 Staffing or Mr. Matt Dupree. However, I would like the public records for BlueWare, BlueGem, and RoseWare, including all invoices and contracts regarding these companies. This was my initial request. Source 2 came later. Is this an oversight on your part that you have not got to them first or is there another reason??? I'm also waiting for the ITN in regards to scanning, the author and where it originated, and any monies paid against this contract, scoring methodology and any awards around this contract. I look forward to your continued quick response.

Kind Regards,

Kelly D Geaney

Diana Spivey

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From: Sean Campbell  
Sent: Wednesday, June 13, 2012 3:15 PM  
To: 'kelly.d.geaney@gmail.com'  
Cc: Public Records Requests  
Subject: Source 2 PRR  
Attachments: Public Records Cost Detail for Kelly Geaney 06 13 2012.docx

Mrs. Geaney,

Thank you for contacting the Clerk of the Courts office concerning a public record request. We receive numerous requests and answer them in the order they come in and respond in a reasonable time frame based on the scope and depth of the request. Please find your quote attached for your request concerning Source 2 Staffing and Mr. Matt Dupree.

Sean Campbell  
Chief Deputy  
321-633-7775

Sean Campbell

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From: Kelly Dwan Geaney [kelly.d.geaney@gmail.com]  
Sent: Monday, June 11, 2012 9:05 AM  
To: Michael McDaniel  
Cc: Mitch Needelman; Sean Campbell  
Subject: Public Records Request

Mr. McDaniel,

Further my email for public record request this past weekend, please can you confirm that you have received my request. In addition, please provide all contracts with Source2, outsourcing, and payments as well as any contracts or payments made to Mr. Matt Dupree that have been paid by the clerk of the courts. Please outline a reasonable timeline for receipt of all public records that have been requested. Thank you.

Kind Regards,

Kelly D Geaney



Sean Campbell

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From: Kelly Dwan Geaney [kelly.d.geaney@gmail.com]  
Sent: Monday, June 11, 2012 3:12 PM  
To: Michael McDaniel  
Cc: Mitch Needelman; Sean Campbell  
Subject: Public Records Request

Mr. McDaniel,

This is a public records request for the invitation to negotiate on the scanning digitalization project, the responses, and the methods for scoring. Look forward to your quick response.

Kind Regards,

Kelly D Geaney

Sean Campbell

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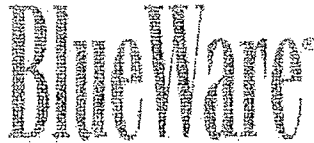
From: Kelly Dwan Geaney [kelly.d.geaney@gmail.com]  
Sent: Tuesday, June 12, 2012 3:50 PM  
To: Michael McDaniel  
Cc: Mitch Needelman; Sean Campbell  
Subject: Public Records Request

Mr. McDaniel,

In reference to the public records request in reference to the scanning ITM, please provide the following information: the author and where the ITM originated from. Thank you.

Kind Regards,

Kelly D Geaney



Strategic HealthWare Solutions

4 June 2012

Nick Geaney  
1780 Benjamin Road  
Malabar, FL 32950

Dear Nick,

This notification serves as our acknowledgement of your resignation. We accept your resignation effective 4 June 2012 and this notification outlines our response.

Your final pay will be applied toward funds due to BlueWare. We calculate a balance due to BlueWare of \$38,731.89. As the sponsor of your L-1A visa, we have notified USCIS of your departure and as of 4 June, your L-1A visa is no longer valid. The following are BlueWare assets and require prompt return and/or vacancy:

- BlueWare Intellectual Property
  - Your personal laptop needs to be presented with all BlueWare Intellectual Property intact and not duplicated to Susan Smith at Smith & Associates within 24 hours of your receipt of this written confirmation.
- Residence at 1780 Benjamin Road, Malabar, FL 32950
  - All occupants to vacate BlueWare-leased residence on or before 30 June 2012
  - Residence should be left vacant, with BlueWare-owned furnishings, and in clean condition, as it was when you originally occupied it
- Furnishings at 1780 Benjamin Road (residence)
  - Residential furnishings purchased by BlueWare shall remain with the residence when vacated
  - Furnishings are to be left in clean condition with no damage

Due to the nature of the position you held in BlueWare, we understand that you may be holding BlueWare Intellectual Property within your personal laptop. Therefore, please bring your personal laptop, with all BlueWare Intellectual Property intact and not duplicated, to Susan Smith at Smith & Associates within 24 hours of your receipt of this written confirmation so that they may remove any BlueWare Intellectual Property.

If you have further questions or concerns, please contact Steve King at (231) 779-9000. Thank you.

Sincerely,

Emily DeBoer  
Human Resources Manager

3060 W. 13<sup>th</sup> Street #C Cadillac, Michigan 49601

Phone: 231-779-0224 Fax: 231-774-1662

Web Site: [www.blueware.us](http://www.blueware.us)

