Attorney Sarah H Manning August 2016
Nutter McClennen and Fish, LLP
1471 Iyannough Road
P.O. Box 1630
Hyannis, MA 02601 RE: CCT Litigation.

Attorney Manning:

This an attempt to collect a debt. A very old and very large one.

I'm going to tell you a little story. Ok, I lied, it's a lengthy story of a complex fraud and cover-up that has consumed 14 years of our lives, and counting. Sue me.

You can consider this an excerpt from **www.AnatomyofaFraud.com**. As will every item of public record in this lawsuit, as well as written communication between myself and counsel, this too will be included.

How you respond to this communication will ultimately have a greater impact on you than me, if possible. You have further to fall.

Who knows, perhaps you can identify for me the flaw in my reasoning, or the evidence, or the record, or the affidavits of your clients, the affidavits of NM&F, of H&K, or of those bearing your own signature?

But you will be unable to do so. I wish it were that simple.

I know this, the affidavits of lawyers from both Nutter McClennen & Fish, and those of successor counsel Holland & Knight, completely contradict statements of fact that you asserted in your own affidavit.

I know that your client's affidavits conflict with yours, and their records disprove your claims. Evidence you offered is false, is completely discredited, and was planted in the underlying 2002 scam.

On February 1, 2011 you filed an affidavit with the Barnstable Massachusetts Superior Court, on Behalf of Cape Cod Times, a Division of Dow Jones, your Memorandum in Support of Summary Judgment.

That Affidavit, subject to the requirements of Rule 56e, is False.

You have committed Litigation Misconduct, Fraud Upon The Court, Obstruction and Perjury. But I don't need to tell you the law, do I?

Counsel, you repeatedly made statements of fact that are proven false. You unequivocally substantiated evidence (My Exh #19) which your own client disputes, your cocounsel disputes, and is proven to be just **another element of your client's underlying scheme to commit fraud.**

You convinced the Court that my claims were "*bald*", by offering an absolute, yet fictitious defense, for your extremely wealthy clients.

Attorney Manning, you need to correct your Affidavits and the Record.

The Barnstable Court would have ruled differently had it known Counsel had misrepresented the Jan 9, 2003 "Bundle" evidence as the date CCT innocently "conceived" of Bundling. **The entire scam would be exposed.**

The Appeals Court too would have ruled differently if not relying on your false affidavits and those filed by Atty Mitchell in that Court.

This is about my fight with CCT, Dow Jones, News Corp, Gatehouse Media, for well over a decade, pro se, on my 4th disease, 2nd advanced cancer. While two law firms vouched for the wholly discredited January 9, 2003 evidence (Exh 19), thereby **"Earning" themselves many more years of additional Legal Fees**, and allowing their wealthy client to get away with their devious scam, for a fee, at our expense.

If you think I continue to fight this 14 year long ordeal out of greed, think again. It's about principal, dignity, vindication, Law.

I will discontinue my fight upon Settlement, Charges, Litigation or Publication of **AnatomyofaFraud.com**. I refuse to remain your victim.

I can fully document nearly every aspect of your wealthy client's 2002 fraudulent acquisition of my valuable business, using their Documents. I do so in spite of CCT & Counsel's Failure to Comply with Discovery.

I can fully identify, with specificity, the litigation misconduct of 2 experienced law firms, during 7 years of litigation, using the Record.

The wealthy corporate client(s) and experienced law firms conspired to commit egregious Fraud on the Court, destroying my family for profit.

In the Underlying conspiracy to commit fraud, CCT had intentionally delayed conceiving of "Bundles" until Jan 9, 03, 70 days AFTER the Oct 31, 02 p&s! It is proven they had Bundles Secretly planned all along.

The wealthy company did this so that they could divert $3,000,000 in revenue from sale price, **by claiming after the sale**, a 90% Bundle allocation Policy (Somehow in place before CCT conceived of Bundles).

Nutter McClennen & Fish, succeeded by Holland & Knight, hijacked the entire lawsuit, by brazenly deceiving two courts into holding that CCT innocently "conceived" of Bundles 70 days after the p&s, on Jan 9, 03, and therefore, could not have hidden Bundles before the 10/31/02 sale.

"***Thus, CCT could not have misrepresented to Plaintiff an advertising program that did not exist during the 2002 negotiations***" **Reads the 5/2/12 Barnstable Superior Summary Judgment ruling in CCT's favor.**

But the Court needs to look again, because Bundles DID exist in 2002!

CCT's Lawyers conspired with the client to create an absolute defense, by substantiating the validity of the criminally planted evidence that is the January 9, 2003 Bundle email, Fontaine Exh #19.

4 Judges Held that CCT innocently "Began Bundles on January 9, 2003". But January 9 is shown to be a staged event in an elaborate fraud!

Counsel, your wealthy clients admitted in depositions that Bundles began long BEFORE January 9, 2003, long BEFORE the Oct 31, 2002 p&s.

Counsel, your co-counsel at Nutter admitted that your client's own records established that CCT expected $73,000 in 2002 Bundle revenue.

Counsel, I uncovered the 2002 Smoking Gun CCT document, where they have the entire deal priced, $525,000 in 90/10 Bundles from 2002-2006.

Counsel, I've filed multiple complaints in multiple Courts pointing out the painfully obvious flaw in your absolute defense. I have years of notices sent to CCT lawyers, informing you all that the January 9, 2003 evidence you vouch for was Planted, completely Fake!

Gatehouse Media, News Corp, Dow Jones, Ottaway Newspapers, Cape Cod Times, Nutter McClennen & Fish, Holland & Knight, EACH of your many years of affidavits supporting January 9, 2003, Exh #19, are False.

Your collective affidavits form a circular firing squad of Perjury!

Meyer lied on 8/23/10, claiming CCT's Bundles Began "Early 2003".
Evans lied on 8/26/10, backing 3 fake projections from July 2002.
Kempf lied on 1/9/03, **pretending** to invent Bundles CCT had for years.
Manning lied on 2/1/11, vouching for evidence Bundles Began Jan 2003.
Mitchell lied on 3/15/13, vouching for evidence Bundles Began in 2003.
Dalton made the p&s, **altered** on 10/16/02, to allow Bundles on 1/9/03.
Langhoff, DJ CEO, had a $1,300,000 Plan, told me $4,300,000 instead.

*Dalton lost his law license in 2015, filing false documents in Court.
*Langhoff left News Corp in a circulation scam, falsifying numbers.

The Affidavits of Your Client(s) and both Law Firms are False, Demonstrably False! 3 wealthy corporate owners, 2 law firms, and EACH of you showed complete and utter contempt for the law and the Courts.

YOUR problem is, you thieves forgot (or intentionally ignored) that in 2010 depositions, Ad Manager Evans and Internet Manager Kempf stated with certainty that CCT's Bundles were in place by 2002. In addition, you swore that CCT had an existing Bundle policy in 2002. **Go Figure.**

CCT used January 9, 2003 (Ex 19) to scam me, and Lawyers did the same to the Courts. A command performance that required each and every member of your side to lie. The actions of each of you are in clear violation of Chapter 93a of The Massachusetts Consumer Protection Law.

My 2007 $1,000,000 93a demand letter was conservative in light of the discovery misconduct of your client. My ultimate damages will be trebled due to the clear rascality of your client, my wasted attorney fees reimbursed, and your client will owe me interest on my damages, back to 2002. **And THEN we'll discuss litigation misconduct**.

Your Bigger problem is, another Nutter lawyer signed an affidavit on 6/14/11, admitting CCT'S secret "Smoking Gun" 2002 Plan for THIS sale, which I was fortunate to find, fully established that **CCT expected $73,000 in 2002 Bundle Revenue, $525,000 worth in THIS 2002-2006 deal.**

2 Courts explicitly relied on The Planted Jan 9, 03 evidence (Ex 19). Unfortunately for the affiants, Exh 19, Jan 9, is PROVEN to be FAKE.

Your Biggest problem, until you get before a judge & jury, will be Me, because I'm going to expose the entire scam @ www.AnatomyofaFraud.com!

On February 1, 2011 Manning filed CCT SJ Memo, in which she asserts, without equivocation, and offered evidence as proof thereof, that CCT innocently conceived of "Bundling" on January 9, 2003, 70 days after the October 31, 2002 p&s. **A false, baseless and ridiculous claim.**

Four Months later, On June 14, 2011, Co-Counsel at Nutter was forced to concede that CCT's secret 2002 Plan for This sale expected $73,000 in 2002 Bundle Revenue. $525,000 they would scheme to redirect from 2002-2006. The "evidence" of January 9, 2003 was completely disproven, simply an ACT to steal money and help lawyers to deceive the courts.

Plaintiff's Response #52: "***Real Estate Merger Analysis" showed the amount of revenue the Internet expected to receive each year from the bundle concept as follows: 2002-$7,300, 2003-$8,500, 2004-$10,000, 2005-$12,000, 2006-$14,000".***

CCT Reply: "***CCT does not dispute Plaintiff's Response 52***".

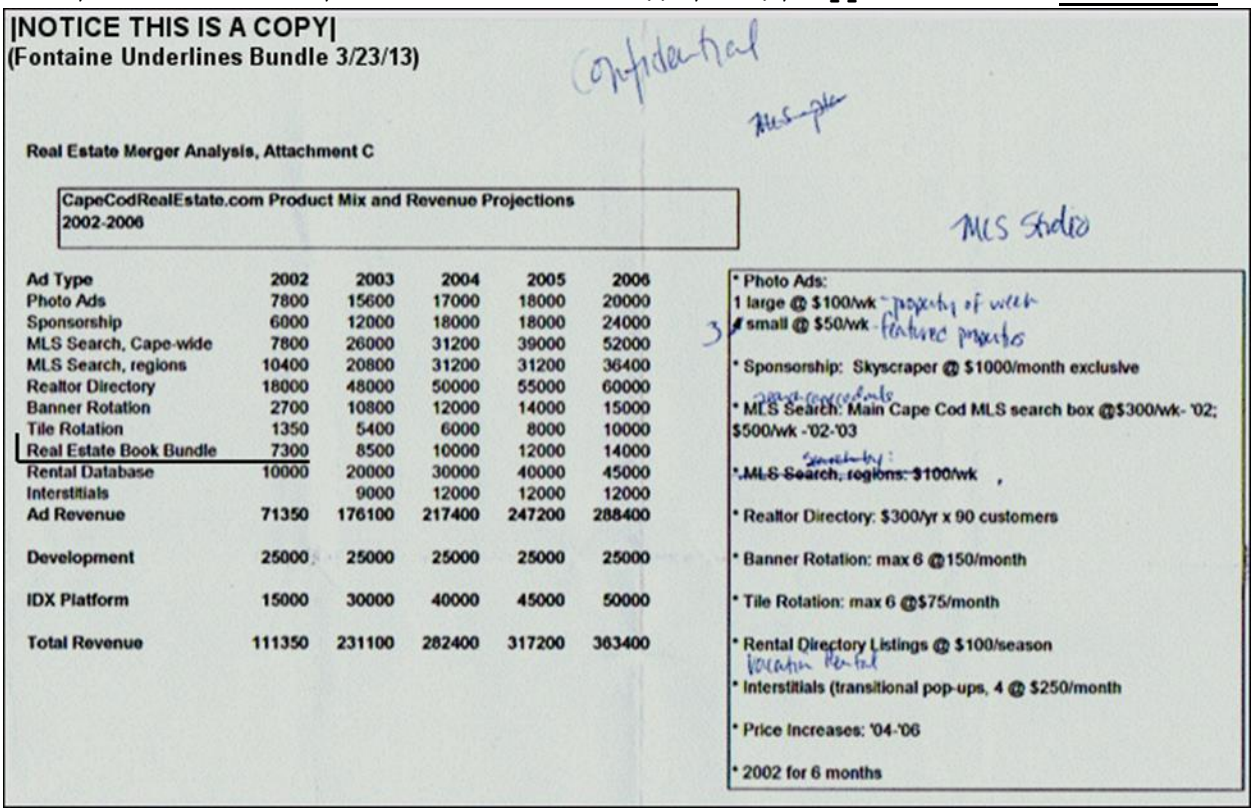
DID YOU GET THAT? This secret 2002 CCT Plan is Named after MY Business, and is absolute proof of the underlying conspiracy as well as the extensive litigation misconduct!

"***Real Estate Merger Analysis, CapeCodRealEstate.com Product Mix and Revenue Projections 2002-2006***".

CCT had in fact Plotted to sell $525,000 in Bundles During the Sale.

But Manning's February 1, 2011 affidavit, subject to 56e, offered "*substantiated evidence*" that CCT CAN NOT BE GUILTY, because CCT's Bundles were not "*planned*", "*introduced*", "*hatched*", "*developed*", "*conceived*" or "*begun*" until January 9, 2003, 70 days "*AFTER*" p&s?

So, CCT expected $73,000 in 2002 Bundle revenue, $525,000 from 2002-2006, 90% to Print, 10% to Internet ($7,300), applicable to This Sale.



|NOTICE THIS IS A COPY|
(Fontaine Underlines Bundle 3/23/13)

Real Estate Merger Analysis, Attachment C

CapeCodRealEstate.com Product Mix and Revenue Projections
2002-2006

Ad Type	2002	2003	2004	2005	2006
Photo Ads	7800	15600	17000	18000	20000
Sponsorship	6000	12000	18000	18000	24000
MLS Search, Cape-wide	7800	26000	31200	39000	52000
MLS Search, regions	10400	20800	31200	31200	36400
Realtor Directory	18000	48000	50000	55000	60000
Banner Rotation	2700	10800	12000	14000	15000
Tile Rotation	1350	5400	6000	8000	10000
Real Estate Book Bundle	7300	8500	10000	12000	14000
Rental Database	10000	20000	30000	40000	45000
Interstitials		9000	12000	12000	12000
Ad Revenue	71350	176100	217400	247200	288400
Development	25000	25000	25000	25000	25000
IDX Platform	15000	30000	40000	45000	50000
Total Revenue	111350	231100	282400	317200	363400

* Photo Ads:
1 large @ $100/wk
small @ $50/wk
* Sponsorship: Skyscraper @ $1000/month exclusive
* MLS Search: Main Cape Cod MLS search box @$300/wk- '02; $500/wk -'02-'03
* ~~MLS Search, regions: $100/wk~~ ,
* Realtor Directory: $300/yr x 90 customers
* Banner Rotation: max 6 @150/month
* Tile Rotation: max 6 @$75/month
* Rental Directory Listings @ $100/season
* Interstitials (transitional pop-ups, 4 @ $250/month
* Price Increases: '04-'06
* 2002 for 6 months

CCT DIDN'T NEED TO, THEREFORE, INVENT BUNDLES ON JANUARY 9 2003. THEY HAD THE ENTIRE DEAL ALREADY PRICED BEFORE I AGREED TO ANY TERM!

This "Smoking Gun" CCT Plan counts $525k in 2002-2006 Bundle Revenue!

Named after MY Business, it Describes the fraud in which Meyer, Evans and Kempf were engaging: "*Real Estate Merger Analysis — CapeCodRealEstate.com Product Mix and Revenue Projections 2002-2006*".

Do you know WHO it was to remain "*confidential*" from? Bob Fontaine. Because I wasn't going to sell this business that CCT itself projected could produce $1,000,000 per year, CCT starting from "nothing", under those absurd terms, **MY Partner secretly plotting to directly Compete.**

THIS DOCUMENT "*RE Merger*" ALONE PROVES YOUR CLIENTS ARE GUILTY AS SIN.

Why wasn't this $73,000 in 2002 Bundle revenue disclosed as required under the p&s when CCT accounted for 2002 revenues in January 2003?

Answer; CCT couldn't "*account*" for 2002 Bundle revenue, Because they planned to Fake Jan 9, 2003, so they couldn't "*disclose*" 2002 Bundles.

Kempf didn't need to invent a Bundle on 1/9/03 with a 60%/40% split. They had the deal fully priced per 90%/10% "policy" in early 2002. **Every other recipient of the Jan 9 email KNEW it was NOT legitimate.** Counsel, you convinced the court CCT had a 90/10 Bundle "policy".

This RE Merger itself should have negated any reliance on January 9, 03 Bundles. Meyer, Manning and Mitchell owe the court an explanation.

By the way, 6 Months prior to your 2/1/11 affidavit, in sworn deposition, August 23 2010, **President Meyer** claimed not to know which year Bundles began. **He didn't say January 9 2003**.

By August 2010, Internet Business Manager Kempf had already fully admitted Bundles went back to 2000, **and he was the author of January 9, 03. Smarter than attorneys who lied, He didn't say January 9 2003.**

By Aug 26/10, 3 days after Meyer claimed not to know, **Ad Manager Evans** swore Bundles were in place in 2002. **She didn't say January 9 2003**.

I watched for years as you crooks used the tools of CCT's underlying fraud, and did the same thing to the Court as your client had done to me. Used Planted Evidence to steal $1,000,000+! Proven! Documented!

If Manning told the truth, her cocounsel committed perjury, and so did her 3 clients. Mitchell too. But Manning Didn't Tell The Truth!

Ultimately Counsel, if I've misquoted you, any of you, correct me. If your statements to the court are false, correct them. If your client lied, correct them. If your cocounsel at Nutter lied, correct them. If attorney Mitchell or Katz at H&K lied, correct them. If the evidence you substantiated is known to be false, correct it. **That's the law.**

But I can not and will not allow you to prevail with this garbage.

If you prefer to continue this completely exposed and documented charade, instead of advising your wealthy clients to pay me that which I can prove they have stolen (as distinguished from the Fraud upon the Court of which you are all complicit), do nothing, or come and get me.

Any move other than settlement would require that I spend the rest of my days defending my character from the insult that is your lies! CCT ripped me off, just as I claimed, and it's fully documented.

You Can't Fathom the Pain Your False Affidavits Have Caused My Family.

The disparity of the wealth of your corporate clients, and the agony of a pro se litigant, fighting for my life on one hand, fighting News Corp lawyers on the other, having had his fortune stolen, is stark.

That may sound like whining, But We spent mortgage money and days at Staples©, making thousands of copies for dozen of volumes of the record required by the Mass Appeals Court (9), Mass SJC (17), 2 Rule 6b Motions, 2 filings with the Mass Bar Counsel. We were forced to choose between medicine and postage, healing or litigating.

And I nearly got arrested in Barnstable Court Complex in 2014 while filing two Rule 60b misconduct complaints against CCT Lawyers, for litigation fraud, pro se, in pain, in my surgical bandages.

And while we were telling the courts the truth, the false affidavits of lawyers rendered The Evidence, my Affidavits, meaningless. Even as CCT admitted guilt, even as Counsel admitted CCT's guilt.

Whining is when the attorney is caught lying to the court, and doesn't want the pro se litigant to expose him, as Mitchell did in his 2014 Rule 60b Motion Reply, where I claimed HE committed fraud upon the Court, and Mitchell responded to the court, whining that my:

"***groundless petition for extraordinary relief is unnecessarily consuming the limited resources of the Court, and is placing an unfair burden on Cape Cod Times***".

Here's an Officer of the Court, an experienced lawyer at a firm of 1200 globally, representing many of the largest corporations on the planet, News Corp in this time period, who has sworn that Bundles began January 9, 2003, vouching for Exh 19, BUT who has **ALSO sworn** that CCT "***fully disclosed and presented***" Bundles to me in 2002.

Yet even after he recognized that 2002 Bundles were indeed listed in the "RE Merger", **he continued to allow the Court to rely on False, Planted evidence**, the January 9, 2003 Bundle conception, Exhibit #19.

And HE complains of the Burden I am placing on Dow Jones, News Corp, Gatehouse Media, or the Limited Resources of the Massachusetts Courts? *Shirley, you must be kidding*!

Matthew, your lies earned you YEARS of additional Legal Fees, as you insulted the court, baffling it with your bullshit, conspiring with your own client, changing answers when I catch you lying in the prior.

The Court trusted you so much that it ignored the admissions and evidence of your own client, of prior counsel, and even yourself.

I never had a chance. I posted a picture of CCT's 2002 "RE Merger", $525,000 in Bundles, **$73,000 IN 2002 BUNDLES**, atop my Pro Se Reply Brief, I quoted Nutter in SOF 52 on 6/14/11, where counsel conceded that CCT expected $73,000 in 2002 Bundle revenue - DURING THIS DEAL.

I Reminded the Court that Ad Manager Evans and Internet Manager Kempf both freely admitted CCT Bundles were in place during 2002, before p&s. I pointed out how Meyer "did not know" when Bundles began, yet Barnstable quotes his claim it was "***early 2003***" – **When It Wasn't!**

Yet the Appeals Court held that Bundles "began" on January 9, 03, just as Manning had tricked Barnstable into Ruling back on May 2, 2012.

Sick stuff. Many failures. But I'm not ready to quit, so I'll whine!

Contempt of Court for me sounds like an affordable, safe, space, 3 square meals a day, healthcare, and access to my expensive medicine.

While I have acquired utter contempt for the entire judicial system of the Commonwealth of Massachusetts, derelict in their duty, allowing themselves to be deceived by obscenely wealthy corporate interests, and experienced, corrupt lawyers, I remain quite confident the record shows that I told the court the truth. And that you didn't. That record sits in many boxes throughout the Commonwealth.

From clerks to courts, Barnstable to Appeals Court, Mass SJC to the Mass Bar Counsel, Many had to fail in their obligation to protect me from you, just as you failed in your obligation to protect the court from the misdeeds of your client, or yourselves. The system failed.

Contempt of Court for YOU Attorney Manning, H&K Attorney Mitchell, and Cape Cod Times Publisher & President and Designated Corporate Officer Peter Meyer, on the other hand, is proven to be much more problematic.

I point to below, as I have in a dozen filings, that EACH OF YOUR AFFIDAVITS ALONE, establishes **to a certainty**, that EACH of you has committed perjury. And worse in several instances.

The day I get any one of you into court, you coming after me, or me obtaining litigation funding and sending YOU a 93a Demand Letter, the entire scam is going to fall apart. **You'll be suing each other.**

Your client is wealthy. But Money may be the least of your problems.

If I couldn't prove, with exacting specificity, the false nature of sworn statements by each of you, I wouldn't risk the libel charge my family may have to endure in my absence. I've got enough problems.

But Truth is a powerful weapon! Sworn depositions and affidavits matter. Evidence matters, the law matters. Ethics, Morals, Justice.

Corporate representatives, executives and experienced lawyers who lie in litigation, and then come to court with dirty hands, stand little chance of success, asking the courts they have lied to for relief.

I read an article by a Nutter Lawyer out of Boston a few years back, living the matter as I have, and he advised any attorney who has misled the court to come clean immediately, whilst you still can.

And the Truth is, On February 1, 2011 you filed Cape Cod Time's Memo in Support of Summary Judgment in Barnstable Superior Court. In that affidavit, subject to Mass 56e, you classified my claim that CCT had fraudulently hidden their Internet/Print "Bundle" plan prior to the 10/31/02 p&s as "***bald***". That I was lying, made a bad deal, seller's remorse. **You claimed to have evidence proving CCT's innocence.**

You offered a perfect alibi, an absolute defense. CCT Can't be guilty. But Your Perfect defense Miss Manning, is absolute fraud! It Is Fake.

Attorney Manning, as I will elucidate in further detail below, **ANY support for the January 9 2003 "Bundle Proposal", Exh 19, is Perjury.**

ANY affiant who implies, never mind substantiates, that Exhibit 19 is the legitimate, innocent, conception of Bundles by Meyer, Evans and Kemp, by CCT, has committed perjury! **THEY DON'T EVEN MAKE THAT CLAIM!**

Evans & Kempf freely admitted 2002 Bundles. Meyer didn't know. Nutter admitted on 6/14/11 that CCT's own document counted $73,000 in 2002 Bundle Revenue. $525,000 in Bundle sales the 3 frauds planned in 2002.

I don't know who ELSE among original CCT corporate owner, Dow Jones/Ottaway Newspapers, condoned the fraudulent transaction, but I know **CEO Andrew Langhoff** was given a $1,300,000 Plan "***RE Merger Analysis***", which included $525,000 in 2002-2006 Bundles for the sale.

I was given a $4,310,000 "projection" in July 2002 instead, and CCT pretended to invent Bundles on January 9, 2003, 70 days after p&s.

Langhoff knew Bundles didn't begin January 2003, but I didn't. Langhoff and DJ issued the initial Sale check directly to me.

Attorney Dalton is listed on the p&s, controlled the active document drafts during 2002 due diligence. I can **prove** CCT altered the final version p&s on Oct 16, 2002, two weeks before the Oct 31, 2002 p&s.

I can **prove** that CCT **reinserted** "***but not limited to***" at the closing, so they could claim the right to deduct 90% of Bundle revenue they would feign inventing AFTER the p&s, Jan 9, 2003, **which you support.**

After **News Corp** took over ownership I had several communications with **News Corp Lawyers**, which you may be aware of. I'm not so sure News Corp was aware that you were filing false affidavits under their ownership tenure. But I can prove that I informed them, in detail.

Under Gatehouse Media Ownership, Attorney Mitchell, Holland & Knight, filed multiple affidavits with the Appeals Court in 2013 and then Barnstable in 2014, where **he too vehemently defends the January 9, 2003 Evidence as absolute proof of your client's innocence.**

The problem Matt will have (among others), is that he **ALSO** claims Bundles were "***fully disclosed and presented during negotiations***".

Negotiations ended upon the signing of the p&s on Oct 31, 2002, you won by swearing CCT innocently hatched Bundles on January 9 2003!

IS THAT TRUE ATTORNEY MANNING, DID CCT "*DISCLOSE*" BUNDLES IN 2002?

Gatehouse acquired CCT from News Corp in September 2013. Many of Mitchell's false affidavits flow into that ownership group, and certainly during his 2014 filings in Barnstable Superior Court.

I don't know if Gatehouse was aware of or condoned their lawyers' actions in 2014, as Mitchell was blatantly deceiving another Court, Barnstable, but I know the record is Everywhere and it is damning.

I can identify in explicit detail, using record evidence, that Meyer, Evans and Kempf indeed perpetrated the conspiracy to commit fraud in the sale of my business to them in 2002. A disturbingly complex fraud.

And I know that 4 Massachusetts Judges signed ruling that explicitly embrace Counsel's false representation of January 9, 2003, as CCT's innocent conception of Bundles.

All 4 Still believe January 9 2003 evidence is legitimate.
I'M GUESSING THE 1ST TO RECOGNIZE IT IS FAKE WILL NOT BE PLEASED!

Attorney Mitchell Described CCT'S Conspiracy to Commit Fraud.
In his 2nd Rule 60b Answer to my 2nd Rule 60b Complaint in Barnstable Superior Court in 2014, **Holland & Knight's 2014 Motion Seeking "*Protection*"** from pro se Fontaine **Describes the entire Scam:**

"***Fontaine's summary judgment opposition and appellate briefs focus, almost exclusively, on the following argument: That the CCTimes secretly intended to market "bundled" print and internet real estate advertising products prior to the execution of the Purchase and Sale Agreement, and that CCTimes concealed this bundling strategy from Fontaine in order to fraudulently induce him to sign the Purchase and Sale Agreement***".

Quite well stated Counselor. CCT actually pretended to invent Bundles Jan 9, 70 days after the p&s, so they could steal $1,000,000+. CCT's Scam is documented, admitted & proven, EXACTLY as Mitchell Described!

'***a decision produced by fraud on the court is not in essence a decision at all and never becomes final***.' Id. (quoting 11 Wright and Miller, federal Practice and Procedure § 2870 at 409 (1995)) (quoting Kenner v. Commissioner of Internal Revenue, 387 F.2d 689, 691 (7th Cir.1968)).

February 1 2011 Attorney Manning @ Nutter McClennen & Fish filed CCT Memo in Support of Summary Judgement, Barnstable Court.

In that Motion, subject to Mass 56e, and in complete contradiction with the record evidence and the sworn depositions of her own wealthy clients, Attorney Manning, with personal knowledge of its falsity, **fully and unequivocally represented to the Court that:**

"***all substantiated evidence***" proved CCT's Bundles Began on Jan 9, 03, asserting, "***Therefore, CCT cannot have breached either Agreement***".

Atty Manning Unequivocally Supports January 9, 2003 Evidence:

"the bald allegation that Fontaine reasonably relied on any such statement is squarely contradicted by the uncontested evidence in the record that the bundling plan wasn't even hatched until months after contract execution".

- **False Statement Counsel, Correct Your Affidavit!**

"in January, 2003, AFTER (original emphasis) ***the contract had been executed, CCT developed a marketing concept which was a combination real estate advertising product".***

- **False Statement Counsel, Correct Your Affidavit!**

"..in early 2003, CCT introduced the concept of offering a combination real estate advertising product".

- **False Statement Counsel, Correct Your Affidavit!**

"… CCT misappropriated the online revenue through its subsequently adopted plan to "bundle' its print and online products, incorporated months after the Agreements were executed…"

- **False Statement Counsel, Correct Your Affidavit!**

"therefore, because ccT had not yet developed the marketing strategy of offering its customers a combination of advertising space in its print and online editions, rescission is inappropriate.".

- **False Statement Counsel, Correct Your Affidavit!**

"Therefore, CCT cannot have breached either Agreement. The evidence leads only to one conclusion: Fontaine made an informed decision, after months of negotiations, with the assistance of counsel, to bind himself to a term he may not have been satisfied with".

- **False Statement Counsel, Correct Your Affidavit!** CCT Altered "Terms" Oct 16, 2002, reinserting "*But Not Limited To*" they had just conceded.

"***The record evidence involving the package pricing for the real estate book Cape at Home and Internet advertising for real estate was part of an overall plan set out in a memo dated Jan 9, 2003***".

- **False Statement Counsel, Correct Your Affidavit!** CCT didn't buy my dominant Internet Advertising Business to start a real estate Bundle under "Cape At Home" 70 days after the sale. "Cape at Home" Bundles were in place for YEARS before the sale. CCT's **"July-August 2002" Cape@Home Bundle** is captured by archive.org, as seen below.

  So these snakes at CCT were actively marketing RE Bundles WHILE they were hiding them from me. They bought CapeCodRealEstate.com so they could RENAME *Cape At Home* to *CapeCodRealEstate.com, a ton of traffic on the dominant website in the region, plotting to* steal $525,000+ of the $1,000,000+ they've stolen.

"***In early 2003, as a way to drive more internet real estate revenue by leveraging existing print customer, CCT began offering print and internet advertising products with a monthly print product, Cape at Home, and its real estate internet site".***

- **False Statement Counsel, Correct Your Affidavit!**

Really Counsel? I can identify 5 falsehoods in that one answer alone! Did They Not Teach Ethics at Your Law School? Or common sense? Or consequences?

As far as I can tell, ethics is a foreign concept to Company & Counsel alike.

Nutter's Feb 1, 2011 affidavit, in explaining why Mass 93a should not apply, had argued that being a "***sophisticated Business Entity***", I should have recognized your client's complex scheme to defraud:

"***Furthermore, where, as here, the parties are sophisticated business entities, who, represented by attorneys, freely entered into a contract, it is not appropriate for a court to rewrite their agreement. Davis v. Dawson, Inc., 15 F.Supp.2d 64,107…".***

"***One can easily imagine cases where an act might be unfair if Practiced upon a commercial innocent yet would be common practice between two people Engaged in business" – "Fontaine' as a business plaintiff, must therefore show greater 'rascality , " as required under section 11' He cannot do so.***

Fontaine has produced no evidence whatsoever that points to any action taken by CCT which would constitute the level of "rascality" as required under section 11. This was an arm's length transaction between two businesses, both represented by counsel throughout the negotiations, which resulted in Fontaine freely and voluntarily executing agreements that he now seeks to re-write because he was unhappy with how things turned out. Chapter 93A is not applicable in these circumstances".

"***Not appropriate for a court to rewrite their agreement***"**? And how appropriate it was it for Cape Cod Times to secretly rewrite the p&s on Oct 16, 2002?**

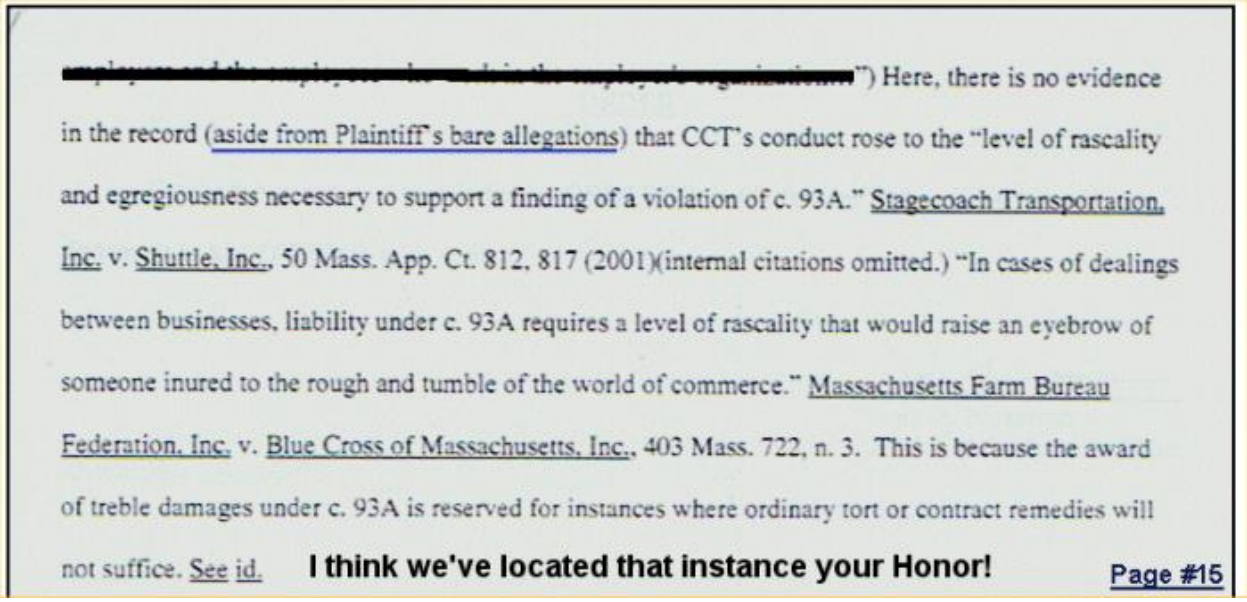
Kempf, Evans and Nutter affidavits confirm Bundles began long before January 9, 2003. H&K has sworn that Bundles were "***fully disclosed***" in 2002. **So calling you and your client "rascals" would be a compliment!**

Counselor, I had obtained my real estate license a few years earlier, with the full support of The Massachusetts Rehabilitation Commission, Classified as "Top Priority" designated client, due to the myriad effects of a childhood disease. I had never bought or sold a business. I have a General Equivalency High School Diploma.

That training helped me turn my life around, it resulted in the 5+ year endeavor to build CapeCodRealEstate.com, CapeCodRental.com, CapeCodMortgages.com, CapeBuilders.com, and a half dozen others, which I built to dominance, and which your client has stolen **From US!**

Your lies substantiating January 9, 2003, made the entirety of my case appear frivolous to the Court. You swear on Feb 1, 2011 that my Claims are "***Bald***", and the Barnstable Court decided on May 2, 2012 that they were "***Bare***". **WHAT DID YOU BILL IN LEGALS FEES FOR THAT AFFIDAVIT?**

The Barnstable Court thinks I'm making things Up Counsel!


[redacted]") Here, there is no evidence in the record (aside from Plaintiff's bare allegations) that CCT's conduct rose to the "level of rascality and egregiousness necessary to support a finding of a violation of c. 93A." Stagecoach Transportation, Inc. v. Shuttle, Inc., 50 Mass. App. Ct. 812, 817 (2001)(internal citations omitted.) "In cases of dealings between businesses, liability under c. 93A requires a level of rascality that would raise an eyebrow of someone inured to the rough and tumble of the world of commerce." Massachusetts Farm Bureau Federation, Inc. v. Blue Cross of Massachusetts, Inc., 403 Mass. 722, n. 3. This is because the award of treble damages under c. 93A is reserved for instances where ordinary tort or contract remedies will not suffice. See id. **I think we've located that instance your Honor!** Page #15

AND I PLAN ON RAISING SOME EYEBROWS! THE COURT'(S) INCLUDED.

There was no degree of due diligence that was going to protect me from the brazen, systematic fraud and deceit shown here.

Besides, I learned you all had been committing perjury years ago. I didn't just make this stuff up, I knew CCT was guilty Before I filed suit. AND I knew I could prove it. And I did. But lawyers lied to judges for legal fees. As their client's market cap hit $100 Billion.

PERHAPS THE 4 JUDGES SHOULD HAVE EXPECTED TO BE DECEIVED AS WELL?

By the way, again, CCT Altered the p&s Oct 16, 2002, these WEREN'T the terms I agreed to. Not in a 1000 years. And they knew it. So do you.

Do you see CCT "Disclose" Bundles or 90% Policy on July 18 2002? (Appeal ftn3**) As the Court thinks there was nothing to disclose?**

Do you see Bundle Disclosure on October 16, 2002 (Font Ex 13)? CCT reluctantly removes "***Expenses***" & "***But Not Limited To***", **INSTEAD** of disclosing $525,000 in 2002 Bundle Revenue they were concealing?

The CCT 3 Were hiding $525,000 in Bundles on BOTH dates in 2002!

While Pretending to invent Bundles on January 9, 2003, 70 days after the p&s, we see in litigation they are forced to admit they expected $525,000 in Bundles to result from this 2002-2006 sale, a mere 10% of that, or $52,500, to flow to Internet, claiming a Policy they had in 2002, but disclosed a year AFTER the sale, when counting MY Money.

A secret $1,300,000 plan with Bundles at 90/10 during negotiations, and they gave me a $4,310,000 projection in its place, and feigned inventing Bundles Jan 9, 2003. **Peter Meyer, CCT, allowed January 9, 2003 to be staged, because it let them steal $1,000,000+!**

You know Counsel, 4 months after your 2/1/11 SJ affidavit, your cocounsel would be forced to admit CCT's own, secret, 2002 Plan for this sale established CCT expected $73,000 in 2002 Bundle Revenue.

AND Mitchell will tell the Appeals Court on 3/15/13 that Bundles were "*fully disclosed and presented during negotiations*". THINK OF THAT!

So while **you claim (swear**) that CCT's Bundles were born Jan 9, 2003, **Mitchell** knows **(swears)** they were **disclosed in 02, the other Nutter lawyer admitted (swore)** CCT expected $73,000 in 2002 Bundle revenue, and Barnstable quotes **Meyer they began in "early 2003". What a Flam!**

MISS MANNING, RESPECTFULLY, OR OTHERWISE, YOUR AFFIDAVIT SUPPORTING THE JAN 9, 03 EVIDENCE IS FALSE, COMPLETELY BASELESS! MASS RULE 56E:

"A party in a civil action moving for summary judgment on a claim in which the opposing party will have the burden of proof at trial is entitled to summary judgment if it demonstrates, by reference to materials described in Mass. R. Civ. P. 56 (c), unmet by countervailing material, that the opposing party has no reasonable expectation of proving an essential element of that party's case."

A litigant can't be expected to prove 2002 Bundles when Counsel for the Corporation failed to account for $73,000 in 2002 Bundle revenue, which Nutter admitted CCT "expected" for 02, along with the $525,000 that secret document shows CCT was scheming to steal. **But I Proved it!**

Massachusetts Rule 56 (g) "*Affidavits Made in Bad Faith. Should it appear to the satisfaction of the court at any time that any of the affidavits presented pursuant to this rule are presented in bad faith or solely for the purpose of delay, the court shall forthwith order the party employing them to pay to the other party the amount of the reasonable expenses which the filing of the affidavits caused him to incur, including reasonable attorney's fees, and any offending party or attorney may be adjudged guilty of contempt."*

Counsel, you don't have the kind of wealth to pay my for my "expenses" caused by your contempt of the court, of the law. I can only imagine the verdict size for the underlying damages and litigation misconduct, 2 law firms and $100+ Billion corporate wealth, stealing from my kids.

Your answers were willfully, knowingly, intentionally and deliberately false, and relate to THE material issue in dispute.

RULE 3:07 MASSACHUSETTS RULES OF PROFESSIONAL CONDUCT RULE 3.3 CANDOR TOWARD THE TRIBUNAL:

(a) A lawyer shall not knowingly:
(1) make a false statement of material fact or law to a tribunal;
(2) fail to disclose a material fact to a tribunal when disclosure is necessary to avoid assisting a criminal or fraudulent act by the client, except as provided in Rule 3.3 (e);
(3) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or
(4) ***offer evidence that the lawyer knows to be false,*** **except as provided in Rule 3.3 (e). If a lawyer has offered, or the lawyer's client or witnesses testifying on behalf of the client have given, material evidence and the lawyer comes to know of its**

falsity, the lawyer shall take reasonable remedial measures.
(b) The duties stated in paragraph (a) continue to the conclusion of the proceeding, including all appeals, and apply even if compliance requires disclosure of information otherwise protected by Rule 1.6.

RULE 3.1: MERITORIOUS CLAIMS AND CONTENTIONS:
A lawyer shall not bring, continue, or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification, or reversal of existing law.

Massachusetts Rules of Professional Conduct Rule 8.3: Reporting Professional Misconduct: ***(a) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness or fitness as a lawyer in other respects, shall inform the Bar Counsel's office of the Board of Bar Overseers".***

Massachusetts S.J.C. Rule 3:07 MASSACHUSETTS RULES OF PROFESSIONAL CONDUCT As amended effective 5/1/16:

Remedial Measures

[10] Having offered material evidence in the belief that it was true, a lawyer may subsequently come to know that the evidence is false. Or, a lawyer may be surprised when the lawyer's client, or another witness called by the lawyer, offers testimony the lawyer knows to be false, either during the lawyer's direct examination or in response to cross-examination by the opposing lawyer.

In such situations or if the lawyer knows of the falsity of testimony elicited from the client during a deposition, the lawyer must take reasonable remedial measures. In such situations, the advocate's proper course is to remonstrate with the client confidentially, advise the client of the lawyer's duty of candor to the tribunal and seek the client's cooperation with respect to the withdrawal or correction of the false statements or evidence. If that fails, and except as provided for in Rule 3.3(e), the advocate must take further remedial action.

Except as provided in Rule 3.3(e), if withdrawal from the representation is not permitted or will not undo the effect of the false evidence, the advocate must make such disclosure to the tribunal as is reasonably necessary to remedy the situation, even if doing so requires the lawyer to reveal information that otherwise would be protected by Rule 1.6. It is for the tribunal then to determine what should be done - making a statement about the matter to the trier of fact, ordering a mistrial or perhaps nothing.

[11] The disclosure of a client's false testimony can result in grave consequences to the client, including not only a sense of betrayal but also loss of the case and perhaps a prosecution for perjury.

But the alternative is that the lawyer cooperate in deceiving the court, thereby subverting the truthfinding process which the adversary system is designed to implement. See Rule 1.2(d).

Furthermore, unless it is clearly understood that the lawyer will act upon the duty to disclose the existence of false evidence, the client can simply reject the lawyer's advice to reveal the false evidence and insist that the lawyer keep silent.

"Thus the client could in effect coerce the lawyer into being a party to fraud on the court."

Massachusetts General Laws Chapter 268, Section 1 – Perjury:

"Whoever, being lawfully required to depose the truth in a judicial proceeding or in a proceeding in a course of justice, wilfully swears or affirms falsely in a matter material to the issue or point in question, or whoever, being required by law to take an oath or affirmation, wilfully swears or affirms falsely in a matter relative to which such oath or affirmation is required, shall be guilty of perjury."

SHALL be guilty of perjury. Like the truth Counsel, it isn't optional.

Massachusetts Appeals Court Regarding Fraud Upon The Court:

"Although fraud on the court typically involves officers of the court, we are unprepared to say that pro se litigants are in all circumstances insulated from committing fraud on the court. Pro se litigants are generally required to comply with the same rules as represented parties and their attorneys,.." see, e.g., Pandey v. Roulston, 419 Mass. 1010 , 1011 (1995);

Do you know who wrote that decision? The Honorable Appeals Court Justice Wolohojian. She was on the 3 member panel whose ruling explicitly states that CCT's Bundles Began "After" the sale.

On 5/2/12 The Barnstable Court RELIED on Jan 9, 2003:

P2."*In January 2003, Kempf sent the following email to certain CCT staff, on which he copied plaintiff "I am proposing a bundle real estate product and price"..*

An email Planted by Kempf, Meyer and Evans, who each KNOW it is Fake.

pg5. "*Indeed, contrary to plaintiffs assertion, documentary evidence indicates that CCT did not propose - much less implement, a bundled print and online advertising strategy, until 2003."*

Again, the Court relies on the False affidavit of Counsel, on Fake Jan 9 evidence. The Nutter Lawyer said on 6/14/11 that CCT expected $525k in Bundles 2002-2006? WHEN DOES CCT PLAN TO "DOCUMENT" THE $73,000?

P5. "*Thus, CCT could not have misrepresented to Plaintiff an advertising program that did not exist during the 2002 negotiations*".

The "Program" DID EXIST IN 2002, and was NOT "conceived" on Jan 9, 2003. On Jan 9 03 CCT pretends to propose a 60%/40% Bundle, but were sitting on RE Merger, which used the REAL 90/10 Policy they employed.

pg8."*In sum, Plaintiff has not offered evidence that the topics allegedly misrepresented to him were even contemplated by CCT at the time the P&S was executed, much less actively concealed from him. Rather, plaintiff admits that bundling was not discussed during negotiations, and the record reflects this concept was not formally proposed until January 2003*".

The Court mistakenly trust Counsel that CCT hadn't even "Contemplated" Bundles until Jan 9, 2003. HOW & WHY DOES THE RECORD REFLECT THAT?

P11."*the record does not support Plaintiffs allegation that CCT executives had expressed or implemented bundle advertising, prior to*

2002. To the contrary, the record reflects that Robert Kempf did not propose the concept until January 2003". (meant "prior to 2003").

The Court thinks CCT "conceived" of the Bundle Concept Jan 9, 2003.

P12."*Indeed, Plaintiff's own allegations confirm that Bundling was never discussed during negotiations*".

Wow! If Bundles were not "*expressed*" or "*discussed*" until After the p&s, HOW DOES Meyer Allow Mitchell to tell the Appeals Court that Bundles were "*fully disclosed and presented during negotiations*"?

HOW DOES MITCHELL KNOW BUNDLES CONCEIVED IN 03 WERE DISCLOSED IN 02?

"*the only substantiated evidence establishes that the CCTimes conceived of the print and internet bundling strategy in early 2003, after the execution of the Purchase and Sale Agreement, and that no representations concerning internet bundling were made to Fontaine whatsoever during the negotiations of the Purchase and Sale Agreement*". (CCT 9/18/14, 7/7/14, 5/22/14, 4/8/13, 3/15/13, etc).

MITCHELL WAS HIRED IN 2012. MEYER PLANNED $525K IN BUNDLES IN 2002!

"*Thus the client could in effect coerce the lawyer into being a party to fraud on the court.*"

1 ANSWER, 5 COUNTS OF PERJURY MS MANNING, MR MITCHELL, MR MEYER!

ONCE ONE realizes Jan 9 2003 is a scam, this just affirms that CCT failed to disclose the RE Merger, $525,000 in Bundles the Nutter lawyer admits they planned, for this sale. Mitchell simply made up the 2002 Bundle "disclosure" lie that he sold to the appeals court.

Perhaps the Honorable Judge Nickerson in Barnstable Superior Court might want to gather attorneys Manning & Mitchell, Nutter McClennen & Fish and Holland & Knight, because on 3/15/13, Mitchell told the Appeals Court of Massachusetts of the secret 2002 CCT Document that Counts $525,000 in Bundles, $73,000 for Full Year 2002:

"*Real Estate Merger Analysis" was fully disclosed and provided to Fontaine during the negotiations. Therefore, Fontaine's argument that information contained in this document was somehow hidden from his is specious*".

Attorney Manning tells the Barnstable Court my accusations are "*Bald*". Attorney Mitchell tells the Appeals Court my claims are "*Specious*". FONTAINE HAS DOCUMENTED FOR BOTH COURTS THAT BOTH LAWYERS ARE LYING!

Mitchell telling the Appeals Court that Bundles were "***fully disclosed***" **in 2002,** when Manning lied to convince the Barnstable Court to Hold Bundles were "***Conceived***" **on January 9, 2003,** as substantiated?

I believe that creates a "*do you enjoy beating your wife?*" type conundrum, for two lawyers whose conflicting affidavits MOVED COURTS!

Mitchell had lied to Appeals Court just as Manning had in Barnstable. Their lies were different ones, yet both statements proven False!

THE MASS APPEALS COURT ALSO RELIED UPON JANUARY 9, 2003:

On December 23, 2013, two days before Christmas, one day before Dana Farber & Sloan Kettering would confirm I was accepted into a last chance clinical trial for advanced cancer in New York, The 3 Judge Panel of **the Mass Appeals Court Upheld the flawed Barnstable Ruling, and accepted lawyers affidavits over the evidence, in finding that:**

"***After the agreement was executed, CCTimes began to sell Internet advertising in a "bundle", with print advertising…Charging a discounted price for the internet".***

14 YEARS AFTER THE CRIME AND THE COURT(s) STILL THINKS JAN 9 IS REAL?

So trusted were lawyers litigating against a distrusted pro se litigant, that I had placed a photo of "*RE Merger*", CCT's 2002-2006 Bundle Plan for THIS Deal, on top of my Reply Brief.

I noted Nutter's admission in SOF 52, Kempf & Evans admission of 2002 Bundles, the September 2003 CCT email discussing the 02 Bundle Revenue to 1/10th of 1 %, The Archive.org proof of CCT's 2002 Bundle Marketing, and STILL the Court trusted Nutter and H&K law firms, **in spite of the record evidence establishing the frivolity of the Jan 9 2003 Defense.**

Mitchell told the Appeals Court in his appellate brief that HE KNOWS: "*More fundamentally, the "Real Estate Merger Analysis" was fully disclosed and provided to Fontaine during the negotiations. Therefore, Fontaine's argument that information contained in this document was somehow hidden from his is specious*". Mitchell swearing BOTH that Bundles Began in January 9 2003 and were Disclosed in 2002. Sure.

I guess the trier of fact, the Barnstable Court, missed the part about CCT "**Disclosing**" and "**Providing**" 2002-2006 Bundles Plan @ 90/10?

5/2/12 Barnstable SJ Ruling - "*Indeed, Plaintiff's own allegations confirm that Bundling was never discussed during negotiations*".

A Criminally Concealed Plan to divert $525,000 in Bundle revenue, having diverted another $450,000 in "exclusions", while ACTING as if they were planning to help, as the contract contemplated. Scheming to deny me the very fruits are the Contract.

Mitchell hadn't bothered look at the evidence while screwing with my life and that of my family, in exchange for additional legal fees:

"***The cited Real Estate Merger analysis makes no reference to any bundled products, and was simply a revenue projection used in the***

negotiation of Fontaine's Net Revenue Share baseline in connection with the proposed "merger" of Fontaine's websites and the CCTimes." "It has nothing to do with bundled products".

The Nutter lawyer admitted 6/14/11 the secret document showed that CCT expected $7,300 in Bundles for 2002, $73,000 CCT expected at the 90%/10% "policy" which CCT 1st 'disclosed' in 2004. $525,000 in Bundle Revenue they planned to steal. One prong of their multi-pronged, complex conspiracy to commit fraud.

Mitchell sticks foot in other mouth further, making up stories at will, or with the help of his wealthy corporate client, in a Rico like performance by all!

Having claimed full disclosure in 2002 of a Bundle that CCT claimed to conceive on Jan 9, 2003, he contradicts himself in the same Affidavit:

"***no representations concerning internet bundling were made to Fontaine whatsoever during the negotiations of the Purchase and Sale Agreement***".

When he claimed January 9 2003 was the start of Bundles he needed to say "No representations of Bundles" Could be made in 2002.

But when he was trapped by the 2002 Bundle evidence, he had to say that they were "fully disclosed" prior to the 2002 p&s.

Someone needs to tell Matt he can't have it both ways. Can't be legal.

How convenient, CCT managed to hide a 2002 Bundle Plan and 90% Policy applicable to the whole deal, By Paying Experienced Lawyers to Lie!

You'd better take another look at the record Counsel! The January 9, 03 email was Planted, it is disproven, it is Fake Evidence, Fraud.

CAN YOU EXPLAIN THIS COUNSEL? Please, I'm tired and sore.

CCT CLEARLY PLANNED MANY ASPECTS OF THIS DOCUMENTED FRAUD IN ADVANCE:

CCT waited until 70 days after the p&s (Jan 9, 03) and then pretended to invent "Bundles". But they had already, secretly plotted in 2002 to Bundle throughout this deal, the document is in evidence.

Around the 2004 payment for 2002 results under the **revenue 'share" agreement,** they inform me that "bookkeeping policy" required they allocate 90% of ALL Bundle Revenue to Print Department, excluded from sale price. **They alone knew of their 90/10 Bundle Scam of early 2002.**

And for every day of the 4.5 year deal I was the sole employee allowed to sell advertising into the Portal, WITHOUT selling it through the Bundle. 50-60+ hours weeks. But it was all a complex $3,000,000 lie, as January 9, 2003 is shown to be a key cog in CCT's fraudulent scam.

ANYONE who supports January 9, 2003 in ANY WAY, has committed perjury.

EXHIBIT #19, CCT's Jan 9, 2003 Planted Bundle Proposal:

THIS was CCT's chance to Restart The Bundle they had been concealing until After the p&s was signed. Sending it to Fontaine was the Scam!

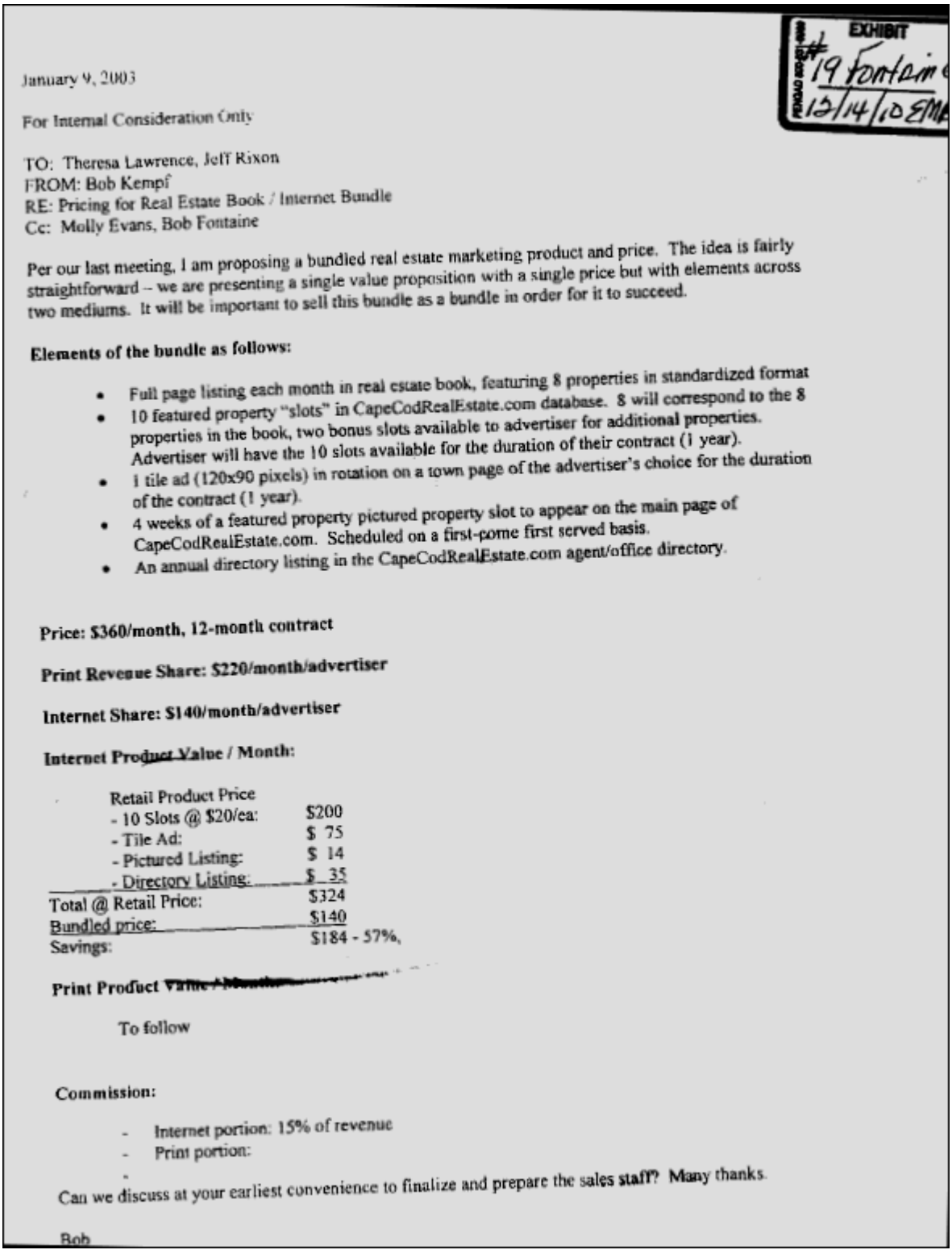


EXHIBIT #19 Fontaine 12/14/10 EMF

January 9, 2003

For Internal Consideration Only

TO: Theresa Lawrence, Jeff Rixon
FROM: Bob Kempf
RE: Pricing for Real Estate Book / Internet Bundle
Cc: Molly Evans, Bob Fontaine

Per our last meeting, I am proposing a bundled real estate marketing product and price. The idea is fairly straightforward – we are presenting a single value proposition with a single price but with elements across two mediums. It will be important to sell this bundle as a bundle in order for it to succeed.

Elements of the bundle as follows:

- Full page listing each month in real estate book, featuring 8 properties in standardized format
- 10 featured property "slots" in CapeCodRealEstate.com database. 8 will correspond to the 8 properties in the book, two bonus slots available to advertiser for additional properties. Advertiser will have the 10 slots available for the duration of their contract (1 year).
- 1 tile ad (120x90 pixels) in rotation on a town page of the advertiser's choice for the duration of the contract (1 year).
- 4 weeks of a featured property pictured property slot to appear on the main page of CapeCodRealEstate.com. Scheduled on a first-come first served basis.
- An annual directory listing in the CapeCodRealEstate.com agent/office directory.

Price: $360/month, 12-month contract

Print Revenue Share: $220/month/advertiser

Internet Share: $140/month/advertiser

Internet Product Value / Month:

Retail Product Price	
- 10 Slots @ $20/ea:	$200
- Tile Ad:	$ 75
- Pictured Listing:	$ 14
- Directory Listing:	$ 35
Total @ Retail Price:	$324
Bundled price:	$140
Savings:	$184 - 57%,

Print Product Value / Month:

To follow

Commission:

- Internet portion: 15% of revenue
- Print portion:

Can we discuss at your earliest convenience to finalize and prepare the sales staff? Many thanks.

Bob

DO YOU REALIZE THE EFFORT THAT WENT TO IN MAKING FAKE THIS DOCUMENT?

Internet Manager Kempf proposes a new Concept, Bundles, where 60% of the revenue would be allocated to Print Department, 40% to His. Yet He, Meyer & Evans had themselves already priced the 2002-2006 sale using Bundles at 90%/10% "Policy".

He Knows, Meyer Knows, and Evans Knows, they have NO INTENTION of allocating 40% to Internet. They Know ANY BUNDLE will be 90%/10% - IT'S THEIR OWN POLICY!

EVERY OTHER RECIPIENT OF THIS 60/40 PROPOSAL KNEW IT WAS A FARCE.

This charade allowed Internet Manager Kempf, CCT, to divert 90% of ALL Bundle revenue, which is the ONLY way CCT sold into the Revenue Share Agreement, the entire Deal, aside from Fontaine's individual efforts.

Internet Manager Kempf offers Print 57% off Internet Rates, knowing, which I don't, that 90% of Any Bundle revenue will go to Print Department. CCT suggests a 60/40 split has been agreed to, done deal.

Internet Manager Kempf additionally offers the Print "Bundle" Sales Staff a 15% commission to sell Bundles. Dozens of THEM selling to the SAME Realtors that are on my website, already paying ME, for years.

Internet Manager Kempf and the rest of the thieves **KNOW** when feigning this New idea, Bundles (which existed long before Jan 9 03), at fake 60/40 split, **that they will ACTUALLY BE diverting 90% from Internet**!

But 57% didn't matter, 15% didn't matter, 60%/40% didn't matter, CCT would get 100% of Bundle revenue, diluted ONLY by that which they couldn't Hide from ME through a calculated fraud and shady accounting.

The idea that these 3 Executives had stooped so low as to act out this January 9 2003 invention of Bundles, when ALL 3 knew that CCT Did Not invent Bundles on January 9, would not price @ 60/40, is disgusting.

My January 10, 2014 Application with the Massachusetts Supreme Judicial Court for Further Appellate Review explained in detail the obvious flaw in your absolute defense of January 9, 2003 Bundle "Evidence" (Exh #19, a17 in appeal):
(*http://www.fontainesdomains.com/DMM/MotionFurtherAppellateReviewSJC.pdf*)

"KEY EVIDENCE OF INTENTIONAL MISREPRESENTATION (A17) Jan 9

January 9, 2003 letter that Barnstable Court specifically relies on as when Bundles were hatched (a17) is a FARCE, part of the SCHEME.

PLEASE CONSDIER: CCTimes had already determined when drafting that letter barely 70 days after signing the P&S that their business model is to have this 90%/10% allocation in place for the entire deal, 2002-2006 as (a1) shows us. **(A1 is RE Merger)**

CCT had JUST created (a1) a projection of what a "bundle" plan would look like, in the very context of purchasing Fontaine's CapeCodRealEstate.com. $53,000 will be Internet's 10% share of the "Real Estate Book Bundle" Plan over the entire deal. A1 is the plan CCT would have sent to Dow Jones for their side to rely on and approve the sale. THEN A7 is created in it's place and given to Fontaine.

HOW would CCTimes explain to the Court, this January 9, 2003 "Proposal", for this new "concept" called "Bundles" which proposes that Internet department should get 40%+- share of the sale (Print $220-Internet $140 it assumes)?

They can't.

#1. Kempf already knows CCTimes policy is to allocate 90%+- to Print, 10%+- to internet from 2002, as the Print & Internet Managers discussed in that September 2003 email about the 2002 Real Estate Book Bundle (A16)

#2. RE Merger Analysis (a1) informs us that CCT already had planned what the RE Estate Bundle will do during the entire deal prior to July 2002 - and the 10%+- is predetermined. So why is Kempf Proposing this new concept to Managers who know it isn't new, knowing that CCTime's current policy is that Internet gets 10%, and talk of 30%/40% share is meaningless?

So they could mark it "Confidential", CC it to Fontaine, To show him Bundles had just been conceived.

The Bundle was not born on January 9, 2003. They had no intention of paying Fontaine his 20%. That is what the entire scheme was designed to accomplish, acquire Fontaine's valuable business as cheap as possible.

CCTimes told Judge Nickerson they allocated 90% to print due to "COSTS". CCTimes brief told This Court the 90% allocation was based on the relative "VALUE" in the sale.

The fact is, this wasn't a plan, it was a scheme. CCTimes was getting 100% regardless of their "bookkeeping". But made 20% MORE each dollar they could divert from Fontaine".

YET CCT, NM&F, AND H&K FULLY BACK JANUARY 9, 2003, EXHIBIT #19?

As if the 3 who made 90%/10% Bundle "Policy" REALLY considered 60/40. All 3 knew CCT would price 90/10 for the entire sale, BEFORE THE SALE. 2002 RE Merger Proves the 3 Had $525,000 in Bundles counted at 90/10. Jan 9 2003 they send out the Sales Teams, KNOWING CCT would keep 90%.

*Not to mention they are caught altering the p&s on Oct 16, 2002, in order to have contractual and circumstantial cover, WHEN they invent Bundles after the p&s is signed.

NOW it remains the Courts of the Commonwealth alone that continue to be deceived about the Felony Fraud and Perjury that is Jan 9, 2003, Fontaine Exhibit #19. Erroneous public rulings stolen by lawyers.

After all, altering the p&s wasn't intended to trick me, it was meant to ultimately deceive a court of law. And it succeeded. I've known for years they had feigned Jan 9 and fraudulently altered the agreement.

The Oct 16, 2002 Contract Fraud was CLEARLY PRE-INTENDED TO MISLEAD A COURT OF LAW. **The Jan 9 2003 Email,** was carefully worded for no purpose other than to deceive me, and make their intentions look innocent before an eventual court. They served no other purpose.

January 9, 2003, Font Exh #19, a completely staged event!

Whereas all other recipients knew it to be fake, from its Author Kempf to Ad Manager Evans, to CCT President Meyer and others, EACH a manager @ CCT, as the new employee, I was easy to fool, to defraud.

BY JANUARY 9, 2003 ALL 3 CCT EXECUTIVES HAD ALREADY CALCULATED THE ENTIRE 2002-2006 SALE USING THEIR OWN 90/10 BUNDLE POLICY (RE MERGER).

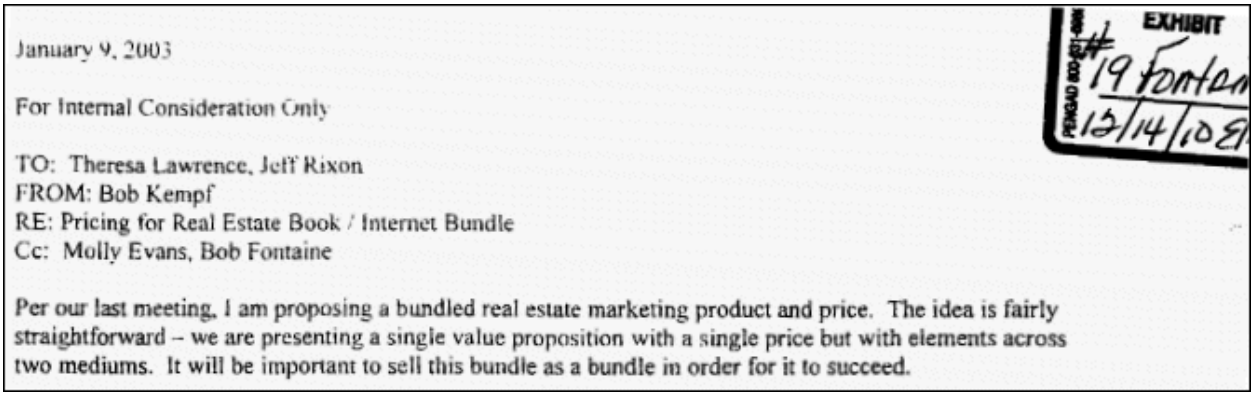
THE JAN 9 "PROPOSAL" AT 60/40 WAS JUST A CONTINUATION OF THEIR SCHEME!

SO WHILE YOU WERE ACCUSING ME OF LYING TO THE COURT, I can prove Meyer, Evans and Kempf had committed a despicable and complex fraud in the underlying scam.

Fake projections, hidden Bundle plan, feigned Jan 9 Bundle email, Altered p&s, failure to account for $73,000 in 2002 Bundle revenue, $525,000 in Bundles planned prior to the 2002 p&s, and on and on.

Cape Cod Times' January 9, 2003 CCT Bundle Proposal Email Warns:

"***For Internal Consideration Only***". CCT's scheme only works if I don't mention "Bundles" to other sales staff or client advertisers, I'm apt to find out they aren't new. The other recipients know it isn't.



January 9, 2003

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RE: Pricing for Real Estate Book / Internet Bundle
Cc: Molly Evans, Bob Fontaine

Per our last meeting, I am proposing a bundled real estate marketing product and price. The idea is fairly straightforward – we are presenting a single value proposition with a single price but with elements across two mediums. It will be important to sell this bundle as a bundle in order for it to succeed.

"***Per Our Last Meeting***"? Did NONE of the 4 CCT Managers party to this email mention the 90%/10% Bundle Policy during a meeting that suggests a 60/40 split? The company having apparently discussed an in-house split that had no practical effect aside from stealing money from me.

"***we are proposing a single value proposition with a single price but with elements across two mediums***" Kempf tells the other Managers. All of them selling "bundles" for years as part of their employment.

Who do you think that language was designed to "inform"? As IF the others needed to be told by This Clown, what a Bundle is.

"***It will be important to sell this bundle as a bundle in order for it to succeed***" said the Manager who had already counted $525,000 Bundles at 90/10 in 2002. HE KNOWS "Success" means HIS Department will get a mere 10% (or 11.4, or 18.1 or 15%), NOT 60/40 "they" finalize Here.

See CCT's September 13 2003 Management Bundle Email Discussion, where Print & Internet are arguing about the 11.4% of the Bundle Revenue going to Internet Department for 2002, Kempf begging for 15% for 2003, yet everyone was ok with a 60/40 Split in between? Impossible.

This wasn't simple "bookkeeping" – this was fraudulent "moneykeeping".

But the "Bundle" wasn't the scam, the 90%/10% Policy was the killer, and THAT was a matter completely within the purview of Meyer, Evans, Kempf, and perhaps Langhoff. Maybe Dalton. Maybe Accounting.

CCT KNEW THEIR ENTIRE EFFORT WOULD REVOLVE AROUND SELLING BUNDLES, BY USING MY VALUABLE INTERNET ADS. IF THEY CAN GRAB 90% OF IT, THEY WIN.

"***Prepare the staff***" **Kempf says. Not Needed Mr. Kempf, as you know, the Staff has been Selling "Bundles" for Years**! By September 13, 2002 you will whine that your Internet's Share of the 2002 Bundle at 11.4% of total revenue should be 15%, but Jan 9 you pretend 40% is a done deal.

"***Given the increase in online traffic***" Dah, they had NO Internet Real Estate Traffic to speak of, other than that which they themselves had to advertise to get. They "buy" MY Traffic, 1,000,000+ relevant visitors a year, 145 paying advertisers of many types, so NOW the "*increase in online traffic*" helps them sell Bundles, competing directly with ME ALONE selling at Full Price off their Rate Sheet.

IF THE WHOLE DEAL WAS GOING TO BE ABOUT BUNDLING FOLKS, DISCLOSE IT! DON'T PRETEND TO INVENT THEM AFTER THE P&S, PRETEND 60/40 IS SERIOUS.

They spent the entire 2002 negotiations plotting and scheming and "messaging", trying to steal my business, then spent the entire 4+ year deal maneuvering to steal my revenue. But They Are Cornered.

And CCT only got away with it because Lawyers improperly Substantiated False Evidence, Exh 19, January 9, 2003.

CCT simply had NOTHING to sell until they acquired my Websites. Their RE Book was a crappy giveaway of under 10,000 circulation.

After Jan 9 I was required to attend countless Bundle Sale meetings, CCT clearly anxious to sell more Bundles, where the Outside Sales Teams explained to Management that Realtors complained that ½ of the 10,000 claimed circulation of the book was left at Realtor Offices.

They said complaints had come in from others that piles of this silly handout were strewn about the trash receptacles at the Route 6 Cape Cod Visitors Center. And CCT could do NOTHING to change trajectory.

And that MOST Buyers and ALL Renters were from OFF-CAPE, and the Internet was where Realtors were shifting their marketing money. They had a very difficult time selling the book, years before January 2003.

And I had nearly EVERY significant Franchise & Realtor on Cape Cod already on my websites. And I dominated the TOP of every major search engine. I was being solicited to sell to my own clients.

I didn't have to advertise anywhere for traffic **or** advertisers. They competed for MY space, one over bidding the other. I hadn't raised ad rates since I started, biting the bullet to reach critical mass, telling my new partner-to-be Cape Cod Times that I would hold off until the deal was done, so THEN we can simply raise the rates, dominate the market in Print & Internet. They agreed.

Except they failed to explain they were setting me up for Jan 9 2003.

CCT, ON THE OTHERHAND, had No Internet traffic or Business, as Meyer stated in Deposition. Just Starting Out as Evans would say. As if Dow Jones didn't know Internet for years, as if the largest advertising & media companies in the world didn't think of "Bundling" until 2003.

Kempf freely offered in deposition they were Bundling back in 2000. They had registered their CapeAtHome.com RE domain name in 1997! http://whois.domaintools.com/capeathome.com

ALL 3 Know when they float this New Idea, that they will steal 90% of every penny they can get their hands on, that 60/40 is to appease me.

And since January 9, 2003, the date they "Hatched" Bundles, while somehow claiming an existing Bundle "Policy", the 3 frauds knew they would not be helping the Revenue "Share" deal, they would compete.

So, Before publishing the story of my medical experiences, as top oncologists in the world have suggested, I will be compelled to tell the equally remarkable, but much less uplifting story, of a man building a successful small business, and having it swindled from him in a disturbingly (unnecessary) complex scheme, as he went to his local paper to make a fair deal. Only to be scammed by its executives.

Going to work every day, to come home and work a second shift, year after year, but not understanding why CCT is not supporting the deal as promised. **The answer was simple, this wasn't a deal, it was fraud.**

CCT stole my Business and paid Lawyers to hijack my day in Court!

CCT toyed with the Court from the start, claiming autonomy from Dow Jones in US First Circuit in 2007, then immediately after I filed litigation in Barnstable in 2008, EACH of the domain name assets I sought in rescission of the sale were transferred to the parent corporation that CCT lawyers had just claimed autonomy from.

Dow Jones proceeded to allow many of those assets to simply expire. And the entity that had been a mere 'division' of Dow Jones became a wholly owned entity of News Corp (for $5 billion), then Gatehouse, who currently enjoys the benefit of those remaining stolen assets.

So the wealthy company and the arrogant lawyers had absolutely no qualms with usurping the will or the standing of the Court, while it was contemplating rescission of the sale.

As I'm spending my last dollars fighting to have my property returned, Dow Jones is acquiring ownership of them, to let many of them spoil.

Had the Court known CCT had this deal secretly priced using 90/10 Bundles BEFORE THE 10/31/02 p&s, NOT on January 9 03, it would see:

That Kempf admitted CCT Bundles went back to 2000, yet He Authored January 9, 2003, a 60/40 Bundle proposal **that he, Meyer & Evans not only didn't need, had zero intention to implement, and knew was Fake.**

That CCT could not have a legitimate, EXISTING, 90%/10% Bundle allocation "policy", used to steal 1 million from me, PRIOR to the p&s, when YOU sold the Court they conceived of Bundles on 1/9/03.

That Meyer is on record (quoted by Barnstable) claiming bundles began "early 2003", But in his 2010 deposition, 6 months prior to your 2/1/11 SJ Memo eagerly Backing Jan 9, 2003, He claimed he "did not know" which YEAR Bundles began.

Meyer and Counsel, with full knowledge that Jan 9, 03 was fictitious, went into court under Mass 56e, and gave the court a False Answer!

That in July 2002 CCT made an offer for my valuable business and included an unsolicited "projection" of up to $4,310,000 (Font Exh 8) in revenues during 2002-2006, if they acquired my business. And pretended to invent bundles January 9, 2003, 70 days after the p&s.

BUT in reality, CCT was caught with a Smoking Gun Plan, which INCLUDES $525,000 anticipated Bundle revenue under the deal, $73,000 **in 2002. CCT gave me a $4,300,000 projection, while hiding a $1,300,000 Plan.**

That CCT has yet to account for that $73,000 in admitted 2002 Bundle revenue they were hiding. They didn't account for in in January 2003 when paying me 2002 Revenue under the p&s, it's not seen in discovery, not shown in the financial records filed with the court. Nowhere?

That CCT pried a $100k yearly "exclusion" from me, $450,000 worth, claiming that is the amount they expected to do independent of the deal, based on their "***history of aggressive year over year growth***".

But Meyer and Evans told the Court that they were "**just starting out**" had "**NO REVENUE**", Not even a "**two year history**".

Do you know how many laws were broken, how much accounting trickery was required, to hide that $73,000, and to inflate other 2002 income to look like they were viable as they were claiming. How many does it take to steal $450,000+ in "exclusions", hide $525,000 in expected Bundle sales 2002-2006, and over $1,000,000 in Sale Price/Real value?

I have dozens of 2002 CCT Bundle Billing records on disk, listed under a different code, as they created a NEW Bundle code JUST for the sale, both to trick me on Jan 9, 2003, and **To Avoid Detection in Litigation.**

That on July 18, 2002, referenced by the Appeals Court 12/23/13 finding (Ftn3), where the Court believing that CCT Bundling "***began after***" the p&s, found that my 7/18/02 inquiry on Bundling was evidence that I was, or should have been, aware of Bundling.

Had the Court looked at CCT Reply #52, and **NOT ACCEPTED JANUARY 9, 2003**, it would have recognized this exchange as absolute fraud by CCT, planning to Bundle, failing to disclose the term "Bundle" or "Policy" before Oct 31, 2002. **Due diligence meaningless, CCT was lying at will.**

That Oct 16, 2002 (Font exh 13), two months past the date CCT expected to close, two weeks before the p&s is signed, I ask them to clarify terms "***expenses***" and "***But Not Limited To***", and instead of disclosing the secret Bundle plan they had in hand, they were willing to **EXCLUDE THE TERMS THAT WOULD ALLOW THEM TO DEDUCT BUNDLES,** when they would feign inventing them on January 9, 2003.

THE 3 FRAUDS KNEW THEY HAD TO ALTER THE P&S TO MAKE RE MERGER WORK!

ME: ***P&S ITEM #1. 1.3 b 111) While i'm clearly in agreement that some revenue should be excluded, I don't understand why CCT can't simply define what is excluded?***

To remove the word "expenses" and leave in this term: "various costs and charges, including but not limited to "Tell' me what IS IT LIMITED TO? what other factors effect the net? That is a BIG TIME legitimate question for me to ask. If you can Define it, is there some reason you can't define it in the agreement?"

[Robert Kempf] We have deteted "but not limited to" from the language here. See attached revision."

CCT, Meyer, Evans and Kempf alone knew they needed this Bundle Limiting term to Remain, if they were going to feign inventing Bundles and a 90% Bundle Policy, 70 days after the p&s, on January 9, 2003.

They SHOULD have responded "Bob, we want to talk about "Bundling"! But the term "Bundles" is not seen in 8 months of negotiations.

CCT secreted "But Not Limited To" BACK in the Oct 31, 2002 p&s, and proceeded for years to claim Jan 9 is real, as is their right to deduct Bundles. 8 months 02 negotiations, and the term "Bundle" is 1st

seen Jan 9, 03. **Deep into litigation I see "*But Not Limited To*" BACK in the signed p&s**, and realize **the Court was relying on altered terms**.

CCT had sent me the final version p&s in this 10/16/02 email, then altered the terms of the agreement we signed in CCT's offices, without lawyers, on 10/31/02. **And litigated as if it were a negotiated Term!**

The 3+ fraudsters knew on Oct 16 2003 that they NEEDED that term in the p&s, IF they were to enact the January 9, 2003 aspect of their conspiracy to commit fraud. And the court thinks I failed in my due diligence. **"But Not Limited to" deleted, was never discussed again.**

That January 9, 2003, Font Exhibit 19, a despicable case of corporate fraud as one can imagine. Managers Kempf & Evans CC email new employee Fontaine a Bundle proposal, suggesting it was a new concept. 60% would be allocated to Print and 40% to Internet. This was the final cog in the scam they had plotted throughout 2002.

ALL OTHER RECIPIENTS OF THAT JANUARY 9, 2003 CCT EMAIL, EACH A MANAGER AT CCT, EXCEPT FONTAINE, KNEW IT WAS FAKE! HOW ABSURD IS THAT?

The January 9 2003 Proposal was fake, planted, it was meant to trick me into thinking Bundles were just conceived, for my benefit, and 60/40 was a really good deal for me. With a $4,310,000 "projection", CCT implements their $1,300,000 "plan", 70 days after the p&s.

CCT already calculated Bundles, and all other revenue, 2002-2006, to the dollar, using their undisclosed 90/10 Policy, Long Before the p&s, Long before Jan 9, 2003. **Jan 9, 2003 was for show**, for profits, Mine!

That Jan 9 email instructs lower level managers to get the entire sales team prepared to go out and sell Bundles.

Only CCT knew 90% would ultimately be allocated to Print, not 60%, because they were the Bundle Policy Makers AND the Allocators. And despicable thieves.

That in May 2003, as their employee, I actually had to file a complaint with Evans, and then Meyer, as Kempf was requiring me to present grossly overstated projections to 10 Century 21 Franchise owners, my clients prior to the sale, as I dominated the market.

I had no way of knowing then, 6-7 months into and risking my new job, my business, that the 3 fraudsters had used the SAME fake "projection" scam on me. I later ended up in the ER, admitted to CCT Hospital due to the stress of being asked to lie to advertisers again, as Kempf & Evans promoted within Dow Jones, and scammed advertisers starting chasing me at my family home.

Take a look at my Whistleblower Compliant to Dow Jones, you will see the $100,000+ C21 fraud employed the same method as used on me. And I didn't know that is how they had tricked me when filing it. Ask the

Dow Jones executives who flew into Hyannis to interview me. They have EVERYTHING, but the C21 Group doesn't even know I complained.

I spent years sending notices to CCT management, informing them that advertisers were being overbilled. The emails are many, they are dated, they are replied to, yet the overbilling continued.

Little did I understand the underlying fraud at the time, but as hard as I worked to generate revenue under the deal, CCT management was thwarting my efforts all the way.

I had made them $1,200,000 out of $1,200,000, while THEIR efforts had secretly been to sell as many Bundles as possible, exclusively, knowing $53,000 of Bundle revenue would reach the Internet Department. And every $1 I was able to sell direct, at full price, would deplete the amount in Bundle revenue CCT was going to be able to sell & steal.

That CCT, exploiting the agreements they altered, would even change my Job Description mid-deal, to require that I help all sales staff to sell Bundles, leaving nobody to sell outside of the 90/10 equation.

Evan's deposition is telling, she claims I was difficult to work with, that I "***was not very good at sales, which is what we hired him to do***".

Do the Math Molly! You had secretly planned to contribute $53,000 to internet over the entire 4+ year deal. You secretly plotted to steal a $450,000 "exclusion", and another $525,000 in secret Bundles Profits.

You wonder why I had to file an overtime complaint with the U.S Department of Labor, working a full shift at CCT's offices, then another Full shirt at home, during the entire deal, JUST to ensure ANY sale price. Thousands of Hours, hundreds of emails notifying CCT.

By the way, my Freedom of Information Request explains why my OT complaint was denied as "**exempt**" from FLSA, the agent wrote of me:

"The firm considers him their real estate manager with full responsibility for the online real estate business including supervision".

Matt, you're a labor specialist, is "the most important job" of an employee who sold $1.2 out of $1.2 anything OTHER than sales?

Matt, if you change a sales employee's Job Description to require he help simple Print sales staff sell Bundles, WHO is he supervising?

Matt, if the Ad Manager says I was hired to do "sales", why did CCT tell the US Government I was hired to be a "manager"?

Oh, that's right, they didn't want to pay me several hundred thousand in overtime wages that the law requires and which I was entitled to.

That there is a September 9, 2003 Email in evidence, where Internet Manager Kempf is arguing with Print Department for HIS Department to get 15% of the Bundle in September 2003, where **Kempf states to Print**:

"***In 2002 the online revenue for the Real Estate Book was 11.4% of total revenue. To date in 2003 the online revenue share is running 18.1%. Given the fact that we've provided more elements in '03 the increase is understandable. We have agreed to scale back the Bundle 1:1 for online properties…***".

Kempf, Evans & Meyer HAD COUNTED $73,000 IN 2002 Bundle Revenue to 1/10th of 1%. And Lawyers swear CCT Hatched Bundles Jan 9 03?

Your client can't even agree on the reasoning behind Bundle Pricing. Because CCT refused to furnish full details regarding the breakdown of the print/bundle split, a percentage which appeared to have been renegotiated among middle level staff each year, it is impossible to rectify the revenue to determine if they were paid in accordance with the p&s. CCT's explanations for HOW the Bundle revenue was shared:

CCT Controller David Hundt: "*Times management has the right to price all products as they see fit*".

Advertising Manager Molly Evans Deposition: "*split proportionately to what the pricing was when they were separate*".

President & Publisher Peter Meyer Deposition: "*partially based on the value of what the customer perceived it to be*". YA.

Counsel's CCT 93A Reply: "*Using generally accepted accounting principles*".

Print Manager Jeff Rixon "*7% of all sales if section makes budget, and 6% of all sales if it doesn't*".

In November 2004, as Kempf was preparing to leave CCT, Fontaine asks Kempf if Print Bundle is included in Fontaine's Revenue Share accounting. Kempf replies:

"***This does include the print book transfers because it was/is my feeling that those revenues should be included.".***

Fontaine's question shows that at the end of 2004 he still didn't know, SOMEHOW, if Bundles were included and what the accounting meant.

Kempf's answer that it was included due to his "***feeling***" is a similar position as Dave Hundt, who wrote to me on April 3, 2006, explaining to me that "***Cape Cod Times has the right to price products as it chooses***" when I inquired WHY Print was allocated 90% of those Bundle revenues for the entire deal. 2006 and still snakes lie in the grass.

THE PRICE OF MY VALUABLE BUSINESS WAS BASED ON BOB KEMPF'S "FEELINGS"!

The deal in its last full year, and STILL Fontaine doesn't know they've been working off the secret 2002 RE Merger 90/10 Bundle Scam!

Hundt goes on "***I think you will agree that the majority of Cape Cod real estate offices are looking to expand their presence on the Web, not in print.***" NOT a reason why Print should get 90% out of MY pocket.

That as their employee, I was forced to endure CCT's Bundle pursuit on a monthly basis, as Management would leave Commission Bonus handouts on the desks of all Classified and Outside Sales staff, leaving me alone to sell Bundles at full Rate price, ensuring them a 90% profit.

I had to sit and witness Bundle Sales Awards ceremonies at the church across the street, as my coworkers were given cash, gift certificates and personalized award plaques for their success.

I remember the 2nd or 3rd time sales employee Karras had won the award, he stepped up and said that they couldn't have done it were it not for Bob Fontaine's help, even as CCT told the US D.O.L. I was a "Manager", as MY Job Description was changed to require I help sell Bundles.

I was forced to help CCT sell Bundles, as CCT alone knew that Bundles were just a tool to abscond with 90% of my profits. Claiming to start from "nothing" on Jan 9, 2003, RE Merger shows us that these frauds had planned to do $525,000 in Bundles under this secret formula.

That the Archive.org evidence in my briefs shows that CCT was actively advertising the Real Estate in Books & Internet Bundle in their July-August 2002 Edition. The SAME month they gave me the offer with a $4,310,000 projection, hiding Bundles till AFTER the p&s, on January 9, 2003, they were selling the damn things behind my back, 11.4% to internet, due to "policy". You wonder why the term "Bundles" was not used until January 9, 2003? **I don't!**
web.archive.org/web/20020812124634/www.capecoddirectories.com/capeathome/marketing.htm

That I had respected business leaders, Realtors, here on Cape Cod, prepared to go into court and testify as to CCT deception, and show invoices of their 2002 Bundle advertising invoices & charges.

That 2002 Bundles are a proven fact, that this Rico type activity and conspiracy to commit fraud required multiple, other participants, a President, CEO, two law firms, fake projections, altered financials, altered contract, perjury and litigation misconduct.

I have hundreds of 2002 CCT billing records, they ALTERED the billing code for Bundles AFTER the p&s, so that they could hide their deceit.

AND SO COUNSEL, I cannot let you all get away with this smoke & mirrors scam. And I won't. While the litigation misconduct of CCT and Counsel has painted me out to be a greedy pro se lying litigant, **let's look at the characters of the people, and lawyers, on CCT's side:**

A - CCT's 3 execs "conceived" of Bundles in January 9, 2003, after calculating them to the dollar, to 1/100th of a percent, for 2002.
B - Kempf feigned Bundles in Jan 03, 60/40 split, in spite of the 2002 90% Bundle 'policy' that he, Meyer & Evans KNEW they would employ.
C - Evans speaks of "three" projections made in July, ignoring the REAL ONE, fully Itemized RE Merger, with 2002 Bundles, for this sale.
D - Meyer Couldn't Say when Bundles began in 2010 deposition, yet the court credits his affidavit they began in "early 2003" – they didn't.
E - Attorney Dalton drafted CCT's p&s, which was altered in Oct 2002, The Bar took HIS license in 2015, for filing bad docs with the court.
F – Dow Jones CEO Langhoff had REAL projections, allowed me to get bad ones, Ok'd the sale, then left News Corp due to circulation fraud.
G - Nutter claimed on 2/1/11 that CCT's records proved CCT innocently hatched Bundles on Jan 9 2003, then admitted 2002 Bundles on 6/14/11.
H - Holland & Knight told the court Bundles were conceived on Jan 9 2003, AND were "Disclosed and Provided" to me prior to the 2002 p&s.

TO THE PERSON, I can identify fraudulent actions in either the underlying conspiracy to commit fraud, or during years of litigation. The paper trail and affidavits on the record make it quite obvious.

Once you stole Summary Judgement on 5/2/12 by backing the Planted January 9, 2003 evidence, on 2/1/11, I had no chance at a fair trial.

Mass Rule 56 "***(e) Form of Affidavits; Further Testimony; Defense Required. Supporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein."***

DID YOU have "Personal Knowledge" and ARE you "Competent to Testify" as to the Legitimacy of the January 9, 2003 Evidence?

As you know, the Appeals Court was required to assume that the lower court was able to consider ALL the facts, and was in the best position to weigh the evidence. Unless Barnstable had clearly erred, or had made a mistake on the law, appeals are unlikely to succeed.

But Barnstable didn't exactly err, it was lied to by Nutter & CCT. And the Appeals Court didn't err, it was lied to by ALL OF YOU.

This case should have been in front of a Jury, up UNTIL NM&F conceded 2002 Bundles on 6/14/11, in CCT SOF Reply #52, **when your client's guilt was effectively admitted by Counsel**, and Summary Judgement should have been granted to ME. And I could have tended to my cancers.

Mass Rule 56e required YOU to KNOW the evidence – it wasn't optional!

"***(g) Affidavits Made in Bad Faith. Should it appear to the satisfaction of the court at any time that any of the affidavits presented pursuant to this rule are presented in bad faith or solely for the purpose of delay, the court shall forthwith order the party employing them to pay to the other party the amount of the reasonable expenses which the filing of the affidavits caused him to incur, including reasonable***

attorney's fees, and any offending party or attorney may be adjudged guilty of contempt.”

Do you know the “reasonable expenses” I’ve incurred since you backed the planted evidence of Jan 9, 2003 on Feb 1, 2011 Attorney Manning?

In 2014, in my surgical bandages from now advanced, malignant melanoma, I fought the Barnstable Clerk to file my 2nd pro se Rule 60b Motion claiming Fraud Upon The Court by CCT and Counsel. **The case is closed they insisted. No it isn’t I demanded. They took it.**

Mitchell’s answer to that 2014 motion, as did his 2013 appellate brief(s), continued to back YOUR January 9, 2003 evidence. Even as his affidavits ALSO claim Bundles were “***fully disclosed and provided during negotiations***”. **Good luck explaining that to the 4 Judges!**

As my melanoma returned to my lymph nodes, soaring up my leg, Tufts couldn’t help, Dana Farber couldn’t take the leg, and sent me to NYC Sloan Kettering, where massive chemo in a life saving procedure would be my only chance. I actually had to prove one cancer was in remission in order to get life saving treatment for the other.

During this period my identity had been stolen and thieves broke into 3 consecutive bank accounts, multiple police reports, thousands of dollars. I will never be able to obtain credit of any form in my life.

Perhaps News Corp lawyers forwarded you our communications on this matter? I have it if needed.(Starting to acquire many elements of a Rico case?) Somewhere during this period, years into litigation, I was informed by loyal former CCT co-workers, currently employed at CCT, that Internet Manager Kate McMahon was in her office showing a room full of CCT subordinates a page from my personal website that she somehow accessed, and which contained ALL my bank and financial account numbers & passwords, my health information, legal & lawyer references, and myriad of other, very personal, private information.

I’m not sure what her actions had to do with CCT or News Corps business, and I don’t know if it was related to the fraud, but I doubt it is appropriate behavior by an executive sharing this obviously private information of a former employee, with staff.

*Perhaps we can ascertain what News Corp lawyers or President Meyer did to investigate this serious matter? Or my whistleblower complaint?

CCT stole my Money, Lawyers my Justice, and Thieves my Identity.

Because of the lies of your wealthy client, of their highly paid lawyers, because of what you did to my wife, my children, my marriage, our home, our future. Our past. I WILL NEVER ALLOW YOU TO PREVAIL!

Having to appeal that flawed 5/2/12 ruling in 2012, 5 years into litigation, pro se and in the midst of treatment for failed prostate

cancer surgery, my voice and even that of your own client were rendered silent. The evidence became meaningless.

I don't have all the time in the world, and I've wasted much too much of it on this gang of corrupt, unethical bullies.

Now August 2016, I just returned from an unscheduled incident in my clinical trial for advanced melanoma @ Memorial Sloan Kettering. 10 trips in 2015 alone, now catching my breath from surgeries, radiation, chemo, steroids and the cumulative effects of at least 4 diseases.

But my world class doctors from BMC to CC Hospital, Mugar Cancer Center, from Tufts to Dana Farber, from Brigham & Woman's to Memorial Sloan Kettering, advise me that I should tell my remarkable story of battling cancer, looking at months not years.

And I intend to publish my story. But before I do, I have business to finish with Cape Cod Times. AnatomyofaFraud.com.

As distressful as this fight for my life has been, the silent battle I've been waging alone with these executives, corporations and experienced law firms since 2002, is like no other.

I expected cancer to be without conscience, but I never could have anticipated that each these CCT executives, and each of these experienced lawyers, would allow this this egregious fraud to take place, and then participate in the cover-up.

In 2010 Deposition, President Meyer didn't know when Bundles began, then 6 Months later CCT files the SJ Memo claiming it was Jan 9 2003.

In 2011 Manning swears CCT's bundles were conceived on January 9, 2003. 4 months later co-counsel admits CCT's $525k 2002 Bundle plan.

In 2013 Mitchell swears CCT's Bundles began January 9, 2003, AND that Bundles were "***fully disclosed and presented during negotiations***".

All three lied about January 9, 2003. Attorney Manning subject to Mass 56e. Mitchell contradicted himself in the same affidavit, then went on to simply make things up as needed. **The statements make that obvious**!

The Way I see it, unless you correct the record, both the 5/2/12 Barnstable Ruling and the Appeals Court 12/23/13 Ruling, both finding that CCT's Bundles "Began" on Jan 9, 2003, will remain public record.

The first judge that sees what you've done will put an end to this!

THE JANUARY 9, 03 CCT BUNDLE EMAIL (EXH 19) WAS PLANTED, IT IS FAKE.

I didn't realize I was being setup immediately after the sale, as they intentionally delayed implementing aspects of their fraud in planned stages, to prevent detection. January 9 2003 was the Main Act!

YOU Alone Attorney Manning vouched for discredited evidence (Exh 19) that insisted CCT innocently "*planned*", "*introduced*", "*hatched*", "*developed*", "*conceived*" and "*begun*" Bundles on January 9, 2003.

January 9 2003 was planted as part of the underlying scam by Meyer, Evans, Kempf and others, it is PROVEN to be Completely Bogus!

4 judges signed rulings relying explicitly, erroneously, on Jan 9, 2003, an absolute defense by experienced lawyers for a wealthy company, subject to Mass 56e, that is absolute perjury. PERJURY.

The harm caused us by your rich client is exceeded only by yours. I've never wavered in my claims, my accusations were true not "bald"! And there was NEVER going to be a day when I stopped attempting to vindicate my name, the truth. Cancers have only delayed my fight.

I could never live or die in peace if I allowed you swindlers to impact our lives as you have for profit, and legal fees. I've spent thousands of Dollars and thousands of Hours fighting you. **Never!**

My wife, my children, lived different lives due to CCT's fraud, and then yours. The truth will be MY vindication. www.AnatomyofaFraud.com.

The record proves YOUR statements are False. And Mitchell's worse.

I've got a library full of Mitchell's lies. My favorite: "*the only substantiated evidence establishes that the CCTimes conceived of the print and internet bundling strategy in early 2003, after the execution of the Purchase and Sale Agreement..".(*9/18/14, 7/7/14, 5/22/14, 4/8/13, 3/15/13) . . . (I stopped counting, stopped searching for others, winding down my affairs, but they're there).

This from a lawyer with affidavits in 2 Courts that ALSO asserts that Bundles were "*fully disclosed and presented*" during 2002 negotiations. Matt "substantiated" Fake evidence WHILE Concealing Real Evidence!

Mitchell's knowledge of False Facts is mirrored by Meyer's proclaimed ignorance that **he didn't know** when Bundles Began. Yet Evans informs us that Meyer "***poured over and over, messaged and messaged***" Bundle numbers in 2002, $525,000 worth… and he tells the Court "early 2003".

You Miss Manning have a small window of opportunity to go to your client and make a legitimate claim they deceived you, and then you the courts. I've got nothing to hide and even less left to lose (You've already cost me everything). Force me to get loud and I'll reach the same end, **but many of you won't**!

Attorney Mitchell on the other hand, doesn't enjoy that same posture as you, **BUT HE CAN BLAME YOUR 2/1/11 affidavit**, which asserts as fact supported by evidence (Exh 19), that Bundles began January 9, 2003.

But Mitchell got caught in Your lies, Then His Own! Mitchell actually told the Appeals Court that **Bundles were *"Fully disclosed"*** before the Oct 31, 2002 p&s, **AND** Not conceived Until January 9, 2003. **The idiot.**

CCT ADMITTED 2002 BUNDLES, NONE POINTED TO JANUARY 9, 2003. Just ask your client, Evans and Kempf, ask your cocounsel at Nutter, and Ask Attorney Mitchell at H&K, look at 2002-2006 RE Merger, look at July-Aug 2002 Archive.org has captured CCT's 2002 Bundles forever.

Internet Manager Kempf had testified in 2010 Depositions that CCT's Bundles were in place in 2002:

Q. Now, in 2000, 2001, 2002, were there joint Internet and print products?
A. ***Yes.***
Q. In those years, even including 2000, 2001, 2002, were there situations where people would be offered print products and also an internet product as well, under the same advertising package?
A. ***I believe there were.*** (Kempf authored the fake Jan 9 Bundle Email, he says Bundles were years old).

CCT's Advertising Manager Evans testified in 2010 Deposition that Bundles were in place in 2002:

Q. Was it being bundled when you where there?
A. ***At some point, yes.***
Q. Was it being bundled two years before you left?
A. ***Oh, yes.***
Q. So it was being bundled in 2002?
A. ***Yes.***

On June 14, 2011, Your Co-Counsel at Nutter was forced to concede that CCT's OWN secret 2002 Plan for the sale expected $73,000 in 2002 Bundle Revenue. $525,000 they would scheme to redirect from 2002-2006

Plaintiff's Response #52: "***Real Estate Merger Analysis" showed the amount of revenue the Internet expected to receive each year from the bundle concept as follows: 2002-$7,300, 2003-$8,500,…".***

CCT Reply #52: "***CCT does not dispute Plaintiff's Response 52***".
YOUR OWN FIRM ADMITTED CCT EXPECTED $73,000 IN 2002 BUNDLE REVENUE!

Cape Cod Times President & Publisher Peter Meyer's 2010 Deposition is Rather Problematic, as **It appears that Client and Counsel were working together to create a false defense?**

While Evans & Kempf had unequivocally admitted 2002 Bundles, and we know that they and Meyer "poured over and messaged" the July 2002

$4,310,000 "projection", and that RE Merger **shows CCT Calculated $525,000 in 2002-2006 Bundle Revenue - IF THEY OWNED MY BUSINESS. Meyer claimed he "*actually don't know when it started*" REALLY?**

CCT GAVE ME A $4,310,000 PROJECTION INSTEAD OF THE ACTUAL $1,300,000 ITEMIZED PRICING PLAN, AND THEN PLANTED BUNDLES JAN 9, 2003. AND IT WAS ALL A PLAN TO STEAL MY BUSINESS, DEFENDED BY EXPERIENCE LAWYERS.

Meyer Deposition Aug 23, 2010 (Meyer Depo p55/56):

Q. *When did this bundling package occur*?
A. "*I actually don't know when it started. I don't recall exactly when it started*."

Q. *An estimate? Can you give me an estimate*?
A. "*No, I really can't. Maybe 2003 or 2004 maybe. Again, that's speculative. I'm not really sure....".*

HE WAS REPRESENTING THE VERY WEALTHY COMPANY IN A SWORN DEPOSITION! "*REALLY CAN'T*", "*MAYBE*", "*SPECULATIVE*", "*NOT REALLY SURE*" ISN'T GOOD ENOUGH UNDER MASSACHUSETTS RULES OF CIVIL PROCEDURE 56E, COUNSEL!

As I detail immediately below, YOU filed SJ Memo on 2/1/11, at which point Evans and Kempf had already admitted 2002 Bundles, and Meyer claimed he didn't know. BUT YOU KNEW, IT WAS JAN 9, 2003.

*Meyer's got ANOTHER problems as well, because the Barnstable Court wasn't misled by you alone…

On 5/3/2012 Barnstable Court's SJ Ruling held: "*In his affidavit, Meyer states that such product bundling began in early 2003*". Meyer's affidavits conflict. Meyer didn't know when Bundles Began on August 23, 2010, but THEN LEARNED it was "Early 2003", WHEN IT WASN'T!

Ad Manager Evans's Deposition of Aug 2010 tells us how involved Meyer was in analyzing the financial scenarios, the 4th and heretofore undisclosed REAL one (RE Merger) Expects $73,000 in 2002 Bundle sales:

Q. How did the 20 percent get agreed upon? Where did that number come from?(A18/A18B). A. "*We had come up with three different scenarios, financial scenarios, on an Excel spread sheet. I have a visual of the spread sheet in my mind. It had three different likely scenarios of what the revenue and the bottom line might look like if we bought Mr. Fontaine's company and merged the two websites. It was projected out for a multiple of years, five years, or something like that. It was a low case scenario, a middle range and a high.*

I remember that Peter and Bob Kempf and I poured over it and poured over it. Bob Kempf had prepared it, messaged it and messaged it. We kept looking at it trying to come up with, because we were new in this business ourselves, what the revenue might look like going forward and whether this was something we wanted to enter into, whether it was

good for our business. **THEY ALREADY HAD DEAL COUNTED TO DO $1,300,000 AT THIS DATE.**

We looked at the middle-of-the-road scenario and said that's probably the most likely based on data that's available to us, which wasn't a lot. Then I remember showing that document to Bob Fontaine. He looked at it and said - - he pointed to the best case scenario and he said "We can do better than that." We thought, oh, my goodness, he is very optimistic, he must be very confident in his abilities, and that would be great. We would be happy and he would be happy, Andrew would be happy and the people who own the company would be happy. I just remember that we spent some time on that and wanted to be as accurate as we could.."

Advertising Manager Evans somehow knew enough not to describe or Disclose the 4th, REAL Pricing Projection they planned to use while executing this aspect of their fraud, "Real Estate Merger Analysis".

These frauds had this deal fully Priced, fully itemized – TO THE DOLLAR, under the terms they wanted – AND WOULD LATER STEAL BACK (Oct 16) - LONG before I agreed to ANYTHING. Before this July 2002 Charade, Before January 9 2003!

"***AS ACCURATE AS WE COULD***"**?** THEY TOLD ME 4.3 WHILE PLANNING TO DO 1.3! (NONE of the 3 projections they gave me in July 02 resemble RE Merger)

THESE THREE FRAUDS WERE "*MESSAGING*", AND "*PREPARING*" AND "*POURING*" OVER INTENTIONALLY FAKE PROJECTIONS, BY $3,000,000, TO INDUCE A SALE!

The three of them didn't need to "poured over it and poured over it", they already had the deal fully priced, fully counted, using 90/10 Bundle Policy. $1,300,000 they expected we'd do, UNDER THEIR STOLEN CONTROL OF PRICING. We did $1,200,000. And I personally did 100% of it, according to CCT's own final ReCap of Wages and Revenues (Exh 16).

The 3 didn't need to MAKE ANY Projections in July 2002, and they didn't need to "CONCEIVE" of Bundles on January 9, 2003. PERIOD!

"POURED OVER IT AND POURED OVER IT" "MESSAGED IT AND MESSAGED IT"
MEYER KNOWS WELL & GOOD THAT BUNDLES DID NOT BEGIN IN "EARLY 2003"!

Meyer and crew had secretly calculated in 2002, per RE Merger, that after the $450,000 stolen 'exclusion", $950,000 would be the approximate Revenue Share total based on $1,300,000 total revenue, based on their planned, policy pricing.

(CCT refers to it as "NET Revenue Share", But It wasn't, it was GROSS APPLICABLE REVENUE, less refunds). **Until they Altered the p&s.** THEN THEY WERE "UNLIMITED".

PESKY TERMS. Limitations. Ethics. Laws.

Simply based on Sales price, and assuming they actually "tried" as the agreement contemplates, Based on 20% RS per the p&s, this $3,000,000 lie alone represented $600,000 in lost sales price. 10% Sales commission on the $3 million dollar lie is $300,000. **They induced me with $4,310,000 while plotting $1,300,000.**

YET, With absolute knowledge of 02 Bundles, **On February 1, 2011, Attorney Manning of Nutter McClennen & Fish filed CCT's Memo in Support of Summary Judgement**, in which she asserts, unequivocally, subject to Mass 56e, that my accusations are "bald", as "***the uncontested evidence***" proves CCT's Bundles were "hatched" in Jan 2003.

CONSIDER THE EVIDENCE "CONTESTED" COUNSEL!

Mass 56e required that affidavits supporting Summary Judgement be made of personal knowledge. When an Officer of the Court makes false statements to the Court, with knowledge of its falsity readily available, and on record, SJ should be granted the other party.

Counsel, I noticed a retired Barnstable Superior Court judge listed on your team in one of the documents I came across while representing myself in 2012 Appeal. You are experienced lawyers!

Did you know that CCT altered the p&s on Oct 16, 2002 (Fon Exh 13), so that they could hide the Bundles they were plotting to "conceive" AFTER the p&s, as they did on January 9, 2003?

YOU SHOULD. Instead you tell the Court on February 1, 2011:

"***With hindsight, Fontaine now believes that the payment terms of the Purchase and Sale Agreement and Employment Agreement - terms that Fontaine entered into freely and with advice of counsel - were unfair. Specifically, Fontaine alleges that he was (a) deceived into agreeing to payment terms that yielded him less compensation than he, in his subjective opinion, deserved; and (b) was otherwise deprived of compensation due to him under the agreement***"

"Deserved" **Counsel? This was NEVER a Sale, it was ALWAYS Fraud!**

I went to my local paper in good faith, and they manipulated a complex, illegal scam to deprive me of the benefits the "Revenue Share" Agreement anticipated. **Good Faith & Fair Dealing**?

I have literally spent thousands of hours of my limited time trying to point out to the Commonwealth the frivolousness of your affidavit!

THE BARNSTABLE COURT FELL FOR MANNING'S FALSE AFFIDAVIT, 5/5/12:

P2."***In January 2003, Kempf sent the following email to certain CCT staff, on which he copied plaintiff "I am proposing a bundle real estate product and price***"..

pg5. ***"Indeed, contrary to plaintiffs assertion, documentary evidence indicates that CCT did not propose - much less implement, a bundled print and online advertising strategy, until 2003."***

P5. **"*Thus, CCT could not have misrepresented to Plaintiff an advertising program that did not exist during the 2002 negotiations*".**

pg8.*"In sum, Plaintiff has not offered evidence that the topics allegedly misrepresented to him were even contemplated by CCT at the time the P&S was executed, much less actively concealed from him. Rather, plaintiff admits that bundling was not discussed during negotiations, and the record reflects this concept was not formally proposed until January 2003*".

P11.*"the record does not support Plaintiffs allegation that CCT executives had expressed or implemented bundle advertising, prior to 2002. To the contrary, the record reflects that Robert Kempf did not propose the concept until January 2003".* **(court meant "prior to 03").**

P12.*"Indeed, Plaintiff's own allegations confirm that Bundling was never discussed during negotiations*".

(Mitchell told the Appeals Court and Barnstable that the RE Merger Bundle was "*fully disclosed and provided during negotiations*").

COUNSEL TELLS ONE COURT BUNDLES WERE CONCEIVED JAN 03 AFTER THE P&S, THEN FORCED TO TELL ANOTHER THEY WERE DISCLOSED IN 2002. BOTH LIES!

You were the responsible attorney of record, a retired judge was listed on your team among some of the 10 feet of documents I received in 2012, when I had to appeal pro-se, as that clown of a lawyer I was stuck with, embarrassing both you and me, had cases in 25 other states, as he noted on Facebook, and as I noted to the Mass Bar.

The Mass Bar, what a joke! Forgetting, as the Courts did, that Lawyers affidavits are not evidence, they were given more weight than affidavits of actual litigants.

The lawyers were advocating a position for a fee. They are EXPECTED to adhere to the laws of Massachusetts, the Courts, and the Bar!

Bar Counsel writes Fontaine on Nov 4, 2015: "***Furthermore, with reference to your allegation that these lawyers made repeated intentional misrepresentations of fact to the tribunals before which this case was heard, the documentation in support of these allegations does not support this claim. Thus, no formal investigation has been commenced at this time***".

BAR COUNSEL CAN'T BELIEVE CCT "CONTEMPLATED" BUNDLES ON JAN 9 2003?

Bar Counsel indicates these issues were already "decided" by the Court. **That is precisely the point, the court decided the issues based on Counsel's false assertions of fact,** under 56e, and vouching for

January 9, 2003. Even the most loyal advocates for these lawyers would have trouble backing those affidavits. Those judges recognize NONE of the evidence of CCT's 2002 Bundles, and they can thank Counsel!

The Mass Bar has all the information I've provided you here, but they refused to investigate your actions and Mitchell's. Fortunately for you and Mitchell, *so far at least, the 17 copies I sent to the Mass SJC were ignored too, the 3 panel appellate court also missed the evidence before it, trusting Mitchell and Barnstable's flawed ruling, which relied emphatically on YOUR January 9, 2003 "evidence".

The Commonwealth has no more to be proud of than do you, Counsel, and you, Mitchell. Top Counsel at H&K and others were party to that email I sent you all on October 16, 2012, reminding you that you were vouching for disproven evidence. I was ignored by each of you.

Fontaine Exh # 13, CCT'S Oct 16, 2002 Contract Fraud, failure to Disclose Bundles, Bundle Plan, RE Merger, Bundle 'Policy', failure to account for (to me OR the Court) $73,000 in 02 Bundles, $525,000 expected Bundle sales during the 2002-2006 deal:

-----Original Message-----
From: Robert Fontaine [mailto:bob@capecodrealestate.com]
Sent: Wednesday, October 16, 2002 6:36 PM
To: rkempf@capecodonline.com
Cc: Robert Fontaine
Subject: Re: Deal Documents

Seen as Exihibit 13 - Fontaine

Hi Bob.

Making a valliant effort over there.

Work with me here and we can get this thing done. I'm not trying to be an arse, but I do want to identify these elements as definitively as possible, as does CCT, i'm sure.....

P&S
ITEM #1.
1.3 b 111) While i'm clearly in agreement that some revenue should be excluded, I don't understand why CCT can't simply define what is excluded? To remove the word "expenses" and leave in this term: "various costs and charges, **including but not limited to**" Tell, me what **IS** IT LIMITED TO? What other factors effect the net? That is a BIG TIME legitimate question for me to ask.
If you can define it, is there some reason you can't define it in the agreement?

[Robert Kempf] We have deleted "but not limited to" from the language here. See attached revision.

On October 16, 2002 (Font Exh 13) Fontaine forced CCT to remove the terms "Expenses" and then "But Not Limited To" from the p&s, so they would have to identify ANYTHING they wanted to try and suggest they could expense. Instead of identifying the 2002-2006 Bundle or the 90% Policy, they agreed to remove those terms, and, importantly, did!

But CCT snuck the term "***But Not Limited To***" back in the signed 10/31/02 p&s. **They actually stole back the right they had just conceded,** enabling them to deduct the 2002-2006 Bundles they were hiding all along. Then they staged January 9, 2003 60/40 Bundle Memo. CCT projects $4,300,000+ while hiding their 2002 Bundle plan, but $1,300,000 when accounting for them in their hidden 90/10 plan.

HAD they really been trying to help the deal, as I was assured and the agreements contemplate, instead of directly competing with me as they had plotted to do, **BOTH sides agree $4,310,000 was achievable!**

CCT ALTERED THE P&S BETWEEN OCT 16 AND OCT 31 2002.

TO RESERVE THEMSELVES THE RIGHT TO INVENT AND 90/10 BUNDLES 70 DAYS AFTER THE P&S, WHILE PRETENDING TO INVENT THEM AT 60/40.

The "attached revision" of October 16, 2002 has "But Not Limited To" Removed, but the p&s I singed Oct 31, 02, in CCT's offices, no lawyers present, controlled by CCT, **SOMEHOW has that term in back in it.**

(iii) For purposes hereof, Net Revenue shall be calculated by deducting various costs and charges, including bad debt, credits, discounts and excluded revenue (i.e. revenue described in paragraph 1.3.b(ii) above), from gross revenue derived from CCTimes' new real estate web site(s), Fontaine's Web Sites (and/or their successor web sites), CapeCodRealEstate.com, and all web sites within the CCTimes' umbrella Internet real estate vertical including real estate, rental, building and mortgage verticals; 10/16/02

(iii) For purposes hereof, Net Revenue shall be calculated by deducting various costs and charges, including but not limited to bad debt, credits, discounts and excluded revenue (i.e. revenue described in paragraph 1.3.b(ii) above), from gross revenue derived from CCTimes' new real estate web site(s), Fontaine's Web Sites (and/or their successor web sites), CapeCodRealEstate.com, and all web sites within the CCTimes' umbrella Internet real estate vertical including real estate, rental, building and mortgage verticals; 10/31/02

You don't need to be a genius to understand that THEY KNEW they would NEED "But Not Limited To" in order to deduct the Bundles they were hiding until AFTER the p&s – to do $1.3 NOT $4.3.

$4,310,000 WAS GOING TO BE IMPOSSIBLE UNDER THEIR SCAM, NO MATTER HOW HARD I TRIED, HOW MANY 50-60+ HOUR WEEKS I WORKED TO EARN SALE PRICE!

It would be SOOOOOO easy for CCT to show ANYTHING regarding 1.3 B 111 was ever discussed again (as if I would give them "unlimited" right to account for mixed pricing).

I didn't even realize they had altered the p&s until deep into litigation. NO WONDER the Court found that CCT had the "right" to bundle under the p&s. The combination of stealing the right to Bundle along with swearing Bundles began January 9, 2003 made it appear to the Court that I had simply failed due diligence and made a bad deal.

As if Meyer, Evans, Kempf and Counsel just forgot about the October 16, 2002 concession, arguing they had the right which they know they had stolen, claiming that "***even if CCT planned Bundles before the sale***" – the contract allowed them to deduct Bundles. BULLSHIT!

The depth, detail and deviousness of this scheme is sickening!

To CCTimes:

Peter Meyer, President and Publisher
Cape Cod Times
319 Main Street
Hyannis, MA 02601

With a copy to:

Attorney Richard A. Dalton
Deer Crossing Office Center
681 Falmouth Road, Suite A12
Mashpee, MA 02649

To Fontaine:

Robert Fontaine
30 Skyline Drive
Yarmouth, MA 02573

With a Copy to:

Any party may change its address for purposes of this Section 16 by giving the other parties notice of the new address in the manner set forth above; provided, however, that any notice of change of address shall not be in effect until received.

17. Publicity.

Fontaine and CCTimes acknowledge their mutual desire, and shall endeavor, to avoid the disclosure to the general public of the purchase price and terms of payment with respect to the transactions contemplated by this Agreement, except such disclosure as may be necessary in order to comply with applicable requirements of federal and state laws.

18. Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Massachusetts, without giving effect to rules governing choice of law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Cape Cod Times, a subsidiary of
Ottaway Newspapers, Inc.

BY: _____
Peter Meyer, President and Publisher
Cape Cod Times

Robert Fontaine

BY: _____ 10/31/07
Robert Fontaine, Individually

Lets talk About Affidavits of Attorney Matthew Mitchell of Nutter McClennen & Fish.

CCT'S 3/15/2013 APPELLATE BRIEF, IN SUPPORT JANUARY 2003, by Holland & Knight, is Ridiculous. Mitchell's Affidavit:

"The cited Real Estate Merger analysis makes no reference to any bundled products, and was simply a revenue projection used in the negotiation of Fontaine's Net Revenue Share baseline in connection with the proposed "merger" of Fontaine's websites and the CCTimes."

"*It has nothing to do with bundled products*". Seriously Counsel?

6 YEARS INTO THIS LITIGATION AND THAT'S HOW COUNSEL IS GOING TO EXPLAIN THE SMOKING GUN?

***"To the contrary, the only substantiated evidence establishes that the CCTimes conceived of the print and internet bundling strategy in early 2003, after the execution of the Purchase and Sale Agreement, and that no representations concerning internet bundling were made to Fontaine whatsoever during the negotiations of the Purchase and Sale Agreement"*. False.**

SO HERE WE ARE IN 2016, as Both Law Firms, and All Courts Agree that NO Disclosure of Bundling was made prior to the 2002 p&s "*whatsoever*".

UNTIL LATER IN MITCHELL'S AFFIDAVIT: "*More fundamentally, the "Real Estate Merger Analysis" was fully disclosed and provided to Fontaine during the negotiations. Therefore, Fontaine's argument that information contained in this document was somehow hidden from his is specious*". False.

Where do the Rules of Professional Conduct suggest that is acceptable? Does it sound as if the Barnstable Court was informed that 2002 Bundles were "disclosed" to Fontaine?

Barnstable Court: pg8. *"In sum, Plaintiff has not offered evidence that the topics allegedly misrepresented to him were even contemplated by CCT at the time the P&S was executed, much less actively concealed from him. Rather, plaintiff admits that bundling was not discussed during negotiations, and the record reflects this concept was not formally proposed until January 2003"*.

Who would have thought, through all these years of litigation, that CCT would be able to simply plant a January 9, 2003 Bundle Email, and steal $1,000,000 from Fontaine by paying Counsel to vouch for it?

Counsel admits the date of Bundles is key, the Court's ruling shows the date of Bundles was key, so Meyer came to deposition without knowledge of 02 Bundles, and 6 years into litigation Counsel has no knowledge of 02 Bundles? Perhaps if counsel considered the evidence instead of creating it, they would. You don't need to pass the Mass Bar to know how badly that stinks! I figured it all out with my GED!

So Fontaine placed "RE Merger", the Smoking Gun, atop his 2013 Appellate reply brief, pointing out the absurdity of Counsel's claim that **RE Merger "*makes no reference to any Bundled Products*".**

Holland & Knight, now recognizing, apparently (disturbingly), for the 1st time, that Bundles are indeed shown on The Smoking Gun "RE Merger" attempts to file a Sur-Reply brief with the Court.

Holland & Knight's ATTEMPTED Sur-Reply Brief (Denied)

MAKE DIFFERENT FALSE ASSERTIONS, changing his story at will:

Attorney Mitchell, having realized My Reply Brief pointed out the conflicting and nonsensical statements he proffered regarding "RE Merger" in His Appeal Brief, attempted to file a Sur-Reply Brief.

Anticipating Mitchell's Motion to file the Sur-Reply would be Denied as untimely, as it was, I wrote to Mitchell asking him to mail me that 2nd copy of the Sur-Reply, as he was required to do in the first place.

I wanted to see if Mitchell would be willing to again use the US Mails to send another fraudulent and knowingly false legal document. **He did:**

p.4 ***"Even if Real Estate Merger Analysis establishes that The CCtimes conceived of the print and Internet bundling strategy prior to the execution of the Purchase and Sale Agreement (which it does not)".***

"Even if" WOW! Does this unethical lawyer even understand that he's earned YEARS of Legal fees based on the argument that CCT is innocent because they hadn't even conceived of Bundles until January 9, 2003?

IF CCT PLANNED BUNDLES IN 2002, MATT, THEN YOU HAVE PERJUED YOURSELF!

"*which it does not*"? The document counts THIS sale with 2002 Bundles.

How stupid does Mitchell Think the Courts are? How Confident Mitchell was that he could baffle the Court with nonsense. How much in legal fees did Mitchell "earn" at the expense of my children? Too Much!

"Contrary to Fontaine's assertions, the Real Estate Merger Analysis, with it's line –item entry for the "Real Estate Book Bundle," has absolutely nothing to do the products that Fontaine has complained about".

THIS LAWYER CAN'T SEEM TO KEEP IS LIES STRAIGHT.

Mitchell's prior brief said RE Merger was "*a revenue projection used in the negotiation of Fontaine's Net Revenue Share*". SO HOW CAN IT HAVE "*absolutely nothing to do the products that Fontaine has complained about*"? RE Merger wasn't a part of the "negotiations".

The lazy lawyer now sees what Fontaine had underlined in his Reply Brief "*Real Estate Book Bundles, $7,300, 2002*", but Mitchellhas

knowledge that it has "*absolutely nothing to do*" with Fontaine's business" Aside from the Title, aside from pricing the 2002-2006 deal to the dollar!

3 weeks prior this same lawyer swore this RE Merger document didn't even "*reference Bundles*", now he knows all about them!

I don't know WHICH of his clients, or CoCounsel, or Prior Counsel, or who within the corporation(s) informed Mitchell that RE Merger was "***fully Provided***" to me prior to the p&s, BUT THREE WEEKS PRIOR, he said the 2002 Document didn't even "***reference***" Bundles.

And, of Course, the lawyers and client are on record confirming Bundles hadn't even been conceived until January 9, 2003.

I suspect Attorney Mitchell was actually fortunate to have the Sur-Reply Denied, as the Courts have yet to recognize his false assertions in that document. Yet.

As if lawyers can explain how in 2002 CCT planned $525,000 in Bundles during this sale, THROUGH this sale, and then Stumbled upon Bundles immediately after the Sale, on January 9, 03, without further perjury.

Did they stumble upon the 90/10 Bundle Allocation Policy in 2003 too?

Massachusetts Appeals Court December 23, 2013 Ruling

proves the FAKE Jan 9, 03 evidence swayed the 3 judge panel:

"***After the agreement was executed, CCTimes began to sell Internet advertising in a "bundle", with print advertising…Charging a discounted price for the internet***".

"***In addition, the plaintiff concedes that no provision prohibits CCTimes from bundling print and Internet advertising***" (If Dalton gets his license back, perhaps we can ask him how '***But Not Limited To***" is back in the signed agreement)?

"***In addition, the record does not demonstrate the ninety percent/ten percent allocation of revenue from bundle sales did not reflect true value***".

REALLY YOUR HONORS? No Proof 90% didn't represent True Value?

Aside from the fact that EVERY ONE of you has a different basis to legitimize how Bundle "Policy" was determined (Mustn't have been a very popular policy?) were Divided between CCT Departments, Perhaps if Controller Hundt was made available for deposition, he could explain how "Value" to the Advertiser had ANYTHING to do with Bundle allocation?

This is How CCT's Controller explained it to ME in 2006, when I wrote asking that CCT clarify this still unexplained Bundle calculation:

"***While I am happy to discuss the merits of our pricing and revenue allocation strategies, please understand that Cape Cod Times management has the right to price all products as they see fit.***

With that said, I believe the logic for the CCRE.com book revenue allocation is still sound since, in my opinion, it remains primarily a print product with almost all of the product's direct costs tied to the printing and distribution the book".

Another words, CCT used the hidden 90% Bundle allocation to impact the entire sale in 2002, using "expenses" as a reasonable basis to do so. But they had conceded "expenses" and "But Not Limited To" on Oct 16, 2002, but were sure to sneak the "But Not Limited To" Back before p&s.

Hundt goes on to point out that "***I think you will agree that the majority of Cape Cod real estate offices are looking to expand their presence on the Web, not in print***". **STOP THE PRESSES! GENIOUS.**

Yet the Appeals Court thinks Print held 90% of the Ad "Value"?

Perhaps they can reconsider my filings, where I point out that Prior to the sale CCT was giving away the Internet side of the Bundle for free (you know, the one they conceived on Jan 9, 2003?), Yet AFTER the sale, they jack up the rates, promoted MY CapeCodRealEstate.com and CapeCodRental.com as the Sale, and Print was now just a "***Bonus***".

2000/2002 Promo for the RE Book Bundle - Prior to the sale, they market it as advertiser gets "*online at no added charge*" Pre-sale price for 1 full page shows $225.
http://web.archive.org/web/20020812124634/www.capecoddirectories.com/capeathome/marketing.htm
(Miss Manning, note "*CapeAtHome*" for this 2000 Bundle, Before Jan 9, 2003).

2003/2004 Promo for the Rental Book Bundle - Post Sale - NOW shows them marketing the print portion of the book as a "*Bonus*": Post-sale price for 1 full page shows $405.
http://web.archive.org/web/20031125025338/capecodtimesservices.com/Documents/rental04.pdf

Just a Bonus, yet even while Giving the Print away, at the expense of the Internet, the entire sales force and management vs Bob Fontaine, for the remainder of the deal, I STILL contributed $1,900,000 out of the $1,900,000 that the Revenue Share Deal realized. **ALL OF IT!**

Ignoring, if you will, as you have, that ANY 2002 Bundling makes January 9, 2003 nothing more than litigation fraud, the idea that this losing Bundle they were hiding until the p&s was signed, CCT having little Internet real estate traffic, and little distribution and advertisers for this monthly hand-out, **it was nearly doubled in Price, immediately after acquiring my CapeCodRealEstate.com, CapeCodRental.com and my other valuable advertising assets.**

Even the CCT Controller knows Realtors weren't flocking to Print! "*Value*"? Who is Kidding Who – YOU are kidding the Courts!

CCT's Billing Disks and records shows that the Real Estate Book/Internet Bundles they feigned on Jan 9, 2003, were in place for years before 2002, going from some $30,000 a year backwards for the prior 2-3 years. Failing miserably.

Yet CCT had secretly calculated that Fontaine's websites can help them make $525,000 in Bundles sales over 2002-2006, and an additional $1,300,000 to $4,310,000, ONLY IF they can hide their Bundles Scheme until AFTER I sign the p&s, and ONLY IF they can hide the 90/10 Bundle allocation "policy" at least until they invent Bundles on Jan 9, 2003.

So they changed the name of their "Bundling" Codes AFTER the sale, so that pre-Jan 2003 Bundle Invoices would not disclose their existing Bundle program, to prevent me, and the Courts, to recognize the scam.

And it would only work if they can pay lawyers to back false, planted evidence, hide the $73,000 02 Bundle money from me, and now the Court.

CCT admits to having "***no revenue to speak of***" before the sale, but projects $4,310,000 for the 4 years OF the sale. Another $525,000 hidden in the 90/10 Bundle scam, another $450,000 hidden in the $100,000 yearly "exclusion" they stole.

But SPEAK (Lie) of $100,000 Revenue for year 2002 they sure Did!

The June & July Offers came with a $100,000 yearly exclusion, $450,000 total. On record is my immediate reply to that Offer which asks if I can then assume that CCT itself will do $100,000 in 2002, they respond "***yes***".

On record is the discussion in Meyer's executive Office in Hyannis, where I specifically question the $100,000 2002 revenue number. Meyer then addresses Kempf to confirm the $100k number, and Kempf responds in the affirmative as well.

Due diligence takes place on both sides, CCT is given access to Everything, books, records, client list, website code, bank statements, traffic numbers, etc.. And me, I'm still running my exploding business, still relying on their $100,000 2002 revenue claim. **As they were hiding, creating and manipulating evidence.**

CCT'S $100K "exclusion" was Stolen, they Lied:

$100,000 Deceptions. CCT claimed they would do $100,000 in 2002. Establishing that as a yearly deductible "*Exclusion*":

6/20/02 They give me a formal offer showing a $100,000 deductible. The $100,000 figure is born.

6/21/02 They give me a projection showing a $100,000 deductible.

6/23/02 **Two Days Later,** I respond to CCT in writing:
"Hello Robert Re Fridays meeting"..Question #4 "Should I be under the assumption that CCT currently takes in 100K+- on real estate and rentals, & mortgages,…."

6/25/02 Kempf replies "***4) Your assumption is correct.".***

7/1/02 Meyer's Office meeting with Kempf, Molly and Peter. I ask to confirm their $100k for 2002, Meyer said to Kempf "***we'll do over $100,000 this year right***?" Kempf says "***yes***", **I note That exchange on the Fake Projection sheet they had given me, it is** now in evidence.

7/11/02 letter to Kempf - I say "***Since the purchase price of my business will be directly related to revenues taken in by CCT, there will be a point where I should have some degree of access to the records of same?***".

*I obviously Hadn't had ANY degree of access to CCT's revenues at that point**, so Attorney Mitchell better be very cautious*** when he has to tell a Judge WHICH DATE did CCT "***fully disclose and present***" the 2002 RE Merger Bundle Plan to Fontaine "during negotiations"? !!

7/26/02 10:48 email "Traffic and Revenue" I say "***My point is, it's important both that I know what "figure" you are associating for year 2002, and also that ultimately we both agree on a figure for 2002 now, and up until the time of closing, if any there be. When CCT tells me they will do over $100,000 this year, and I know i've already done $50,000+-.. These are facts that I take note of because they are the very factors that will determine the value of my business under the formula that we agreed to use. Those specific numbers are the actual instrument we are using to determine the price of my business***.".

CCT lets $100k figure for 02 Stand. Makes No "*Disclosure*" of Bundles.

Aug 9, 2002 - 9:45 pm email Fontaine to Kempf "***Hi Bob. I don't want to overstate this issue about 2002 Rev Share, but it is a very important part of the agreement that we need to be sure each side understand what we've agreed to. Last thing either side needs is to be walking away from the closing without a deal. I wouldn't go through this again...not in the near term at least. PM indicated to me during a meeting which you attended that all CCT 2002 and all RF 2002 would be combined to determine a number. $100,000 would be deducted from that number, and 20% of that remaining about would be considered my RS for 2002.....Which leads me to another thought. Since CCT 2002 directly affects the sales price, should I have some breakdown of what CCT has done in 2002?***"

CCT lets $100k figure for 2002 Stand. Makes No "Disclosure" of Bundles. The secret RE Merger document, identifying 2002 revenue sources, itemized to the dollar, with 90/10 Bundles, clearly not "*fully presented and disclosed*", lest I would have that "breakdown".

HOW could CCT admit the $1,300,000 plan after Selling me $4,310,000?

8/9/02 "***new listing" I say "CCT has indicated to me they will do over $100,000 for the "Real Estate" in 2002. Since I have not been privey to your numbers, and since they very much affect me, I am relying on that number***."

8/9/02 - **I start changing the "administrative contact" for the domains to CCT, under the "reliance" they are doing over $100,000 for 2002.**

8/10/02 - **Discovery Document I marked as (Doc Disc2)** - Kempf writes to Molly and Meyer About me "***Additionally though, he seems to be operating under the assumption that our '02 revenues will be $100k+. He's also beginning to indicate that he wants us to show exactly what those are***".

CCT lets $100k for 2002 Stand. Makes No "Disclosure" of Bundles.

8/26/02 **"Fw: Traffic and Revenue" I say** "***Based on the information that I was given, and based on the questions I asked, it was my understanding that the very reason that we were using the $100,000 deduction was specifically related to the fact that CCT was already doing $100,000 on their own....***"

CCT lets $100k for 2002 Stand. Makes No "Disclosure" of Bundles.

9/24/02 **(Doc Disc1) I write Kempf** "***I understood that CCT was going to do $100,000 this year, but i've seen nothing to show same***"

CCT allowed $100k for 2002 Stand. Makes No "Disclosure" of Bundles.

FRAUD ALERT! Why is it that on 9/24/02 I still think the $100,000 they have given me is correct, when they know on 8/10/02 that it's not, but allow me to transfer the assets to their control anyway?

All three KNEW I was "relying" on their False representations.

It didn't take them long for the 3 to try to get to Closing After I had transferred to them all the domain assets, which they alone knew was under the false reliance of $100,000, which they had created.

August 12, 2002 Kempf "***It would be great we could get the P&S taken care of and move on to next steps in the coming days***".

August 14, 2002 Kempf "***I was hoping we could set a date to review and sign the P&S. How is Tues, Aug 27?".***

August 17, 2002 Kempf "***I'm going to pencil us in for the 27th. Let me know when you can if that will work***."

August/27/2002 Kempf "***We would like to meet next week and perhaps, once we get to the table, we can even accelerate this thing to closure, with our without the attorneys.".***

Attorney Mitchell, I STILL haven't seen the part where CCT "***Fully Discloses and Presents***" 2002-206 Bundles, Or 90%/10%?

NO LONGER ABLE TO SUPPORT THE $100k FIGURE. CCT RESORTS TO MORE LIES:

Sept 28, 02 Me "***If you're target for next year is $150,000, how do you assume to average $100,000 over 5 years?***

[Kempf] Let's just say we are being very fair."

Sept 28, 02 Kempf "***Our target for next year under this scenario is $150k - very achievable in our view.***"

Sept 28, 02 Kempf "***The net of all this is that the revenue share contribution when based on $100k/yr. over the term would be quite favorable to you***".

Sept 28, 02 Kempf: "***For the purposes of the deal we are assuming $100k/yr over the five years of the deal. Our pattern (and expectations) for CapeCodOnline and the real estate vertical demand aggressive year over year growth. This has been our model and will continue to be our model so I don't forsee any shortfall on the Cape Cod Times contribution to the real estate vertical over the term of the deal***". (Sept 28, and CCT informs me $100k is an assumption)?

Sept 30, 02 Kempf: "***It's pretty simple really. The $100k/yr. is simply a baseline - deliberately set at a very fair level - from which to calculate your revenue share. Because we would, in theory and according to plan, exceed that amount annually going forward on our own for the next five years, it makes the revenue share payable to you favorable to you" - "Our pattern (and expectations) for CapeCodOnline and the real estate vertical demand aggressive year over year growth***"

WHY would CCT have to explain to me, 2 months after RE Merger shows they expected to close on the sale, what the $100,000 yearly "exclusion" (as they now call it) represented?

"***Simply a baseline – deliberately set at a very fair level***"**??**
I have no doubt it was "deliberately set", but I question how the 3 fraudsters decided THEY alone would determine what was "fair". After all, Evans & Meyer admitted CCT had no Prior "pattern" of revenue.

$450,000 in "exclusions" and I hadn't asked about them until late September 2002? And CCT didn't bother to mention the $525,000 in Real Estate Bundles they were concealing from me at this point either.

Meyer Deposition "***Well, there was no past. I mean, this was a new business" - "I mean, there was really nothing to go on" - "I mean, there wasn't a five-year history to look back on***".

Q. Was there a two year history? "***We would get together and say -- hardly. I mean, really not***".

Molly Evans Depo "P14 - talking about CCT revenue at spring of 2002. "***We didn't have much at that time. It was just the beginning stages with the internet and we were building our business models"..... "So we were just getting started***".

Sept 28, 02 CCT $100,000 Email Discussion, Per my Appeal Brief:

"Fontaine getting nervous regarding less than forthcoming and conflicting statements by CCT, CCT assures Fontaine they are just waiting for closing to aggressively sell into the Revenue Share Deal, and due to their pattern of aggressive year over year growth, they should have no problem covering the $100k yearly "exclusion". Kempf emails Fontaine:

"***Real estate is no exception. Our projections for next year and the next five have our contribution (i.e. what our real estate verticals would be doing if we didnt have the deal with you) growing well beyond the $100k baseline. Our target for next year under this scenario is $150k - very achievable in our view ln fact much like you, we've been waiting to aggressively promote and sell in this vertical until our deal with you is completed".***

"Our pattern (and expectations) for CapeCodOnline and the real estate vertical demand aggressive year over year growth. This has been our model and will continue to be our model so I don't forsee any shortfall on the Cape Cod Times contribution to the real estate vertical over the term of the deal.".

TRUE, CCT had "*been waiting to aggressively promote and sell in this vertical until our deal with you is completed*" All Right!

The longer the year went on, the more difficult it would be to hide the fact they had no business, and would be unable to prove, or pay, based on $100,000 2002 revenue they were selling me.

RE Merger shows they anticipated a closing PRIOR to July 2002, and they knew that merging the 2nd half of 2002 using MY existing revenue, and some of theirs, would be able to cloud the totals at years end. They clearly had no qualms hiding $73,000 in 200 Bundle Money.

I wonder whose fault it is that Bundles are not stated until Jan 9, 2003? Why such an important and determinative element of the revenue equation is left ambiguous in the p&s, by the ONLY party that was familiar with the term. The term "Bundles" 1at seen on Jan 9, 2003.

They were waiting for the p&s to get aggressive alright. Then they'll have a valuable, dominant, thriving Internet Real Estate Portal by which to sell Bundles.

Which is why on January 9, 2003 they get 'aggressive' and prepare ALL sales staff to begin selling Bundles, knowing 90% will be diverted from sales price. FOR THE ENTIRE DEAL.

It is most troubling that all 3 had planned this prior to this email.

CCT's $100k yearly exclusion was Based on "speculation"!

Kempf Deposition: Q. "***Do you know how that hundred thousand dollar number was arrived at or based on?"***

A. "***It was probably based on an early speculative projection on my part***". **HE DOESN'T KNOW WHAT HIS $450K EXCLUSION WAS BASED ON!**

The $100,000/Year "exclusion", 1st Noted in June 02 Offer, was based on "*an early speculative projection*". Disclosed AFTER they expected p&s.

As to that "Pattern" of success the Cape Cod Time's Internet Business Manager was telling me about, The President had a different memory:

President Meyer Depo P42 – Questioned re revenues - "*Were they based on anything real? Were they based on what Cape Cod Times had done in the past?"*

Answer "*Well, there was no past. I mean, this was a new business" - "I mean, there was really nothing to go on" - "I mean, there wasn't a five-year history to look back on*".

Question "*Was there a two year history*?"
Answer "*We would get together and say -- hardly. I mean, really not*."

Meyer goes on to say that CCT was "*just starting out*".

CCT tells me of their Pattern of "*aggressive year over year growth*"?

CCT Advertising Manager Evans Described how She, Meyer and Kempf were "*new in this business ourselves*" and had to place a considerable amount of effort into the 3 July "Projections", Fake Projections:

"I remember that Peter and Bob Kempf and I poured over it and poured over it. Bob Kempf had prepared it, messaged it and messaged it.

***We kept looking at it trying to come up with, because we were new in this business ourselves, what the revenue might look like going forward and whether this was something we wanted to enter into, whether it was good for our business*".**

***WHY ALL THE "*LOOKING & MASSAGING*"? THE 3 FRAUDS COULD HAVE USED THAT "*PATTERN OF AGGRESSIVE YEAR OVER YEAR GROWTH*" THEY SOLD ME INSTEAD?**

BETTER YET, THEY COULD HAVE USED "*RE MERGER ANALYSIS*", SINCE THE 3 ALREADY HAD THE DEAL PRICED, WHEN MAKING THE 3 SHAM PROJECTIONS?

I can just see the 3 of them, not an ethical bone between them.

SO they "waited for the Sale", then another 70 days, until January 9, 2003, when they pull the next trick out of their bag of felony tricks,

conspiracy to commit fraud, inducement, breach of contract, misrepresentation, contract fraud, accounting fraud, perjury, etc…

They pretend to invent January 9, 03, As Clearly Planned In Advance. THEY ALONE NEW JAN 9 2003 WAS MEANT TO GET THE 90%/10% BUNDLES GOING.

CCT had a "Pattern" all Right, a pattern of unexplainable deception that permeates this transaction, from overstated 2002 revenue, to $73,000 in hidden 02 Bundle revenue, from altered Oct 16, 2002 p&s, to $4,310,000 Projection, as they had already secretly planned to do but $1.3 using 90/10 Bundles. To pretending to invent Bundles Jan 9 2003.

CCT had "nothing" up to 2002, but IN 2002 they expected $100k a year?

AS IF, A full month past CCT's original Aug____2002 Draft p&s Closing Date, Two months past the pre-July 2002 p&s identified on the secret RE Merger, **CCT STILL HAD TO EXPLAIN TO ME WHAT THE $100K REPRESENTED.**

CCT HAD A CHANCE TO FIX THE $100K LIE ON AUG 9, 2002! BUT DIDN'T!
As my 2013 Appellate Reply Brief explained to the Appeals Court:

*"Peter Meyer Affidavit: "**In negotiating the baseline amount for the revenue share provision in the Purchase and Sale Agreement (P&S), CCT proposed to Mr. Fontaine that they use the amount of $100,000, which represented the average amount CCT expected to earn in annual internet real estate revenue during the ensuing five years, independent of the merger".*** **($100k was in CCT's offer, then confirmed, not negotiated).**

IF THE BASELINE WAS "NEGOTIATED", THEN IT HAD TO BE NEGOTIATED BEFORE CCT'S JUNE 2002 OFFER, BECAUSE IT IS FIRST MENTIONED IN THAT OFFER.

AND IF IT REPRESENTED, AS MEYER CLAIMS, THE AMOUNT CCT EXPECTED TO AVERAGE OVER THE NEXT 5 YEARS ON THEIR OWN, THEN WHAT DOES "*negotiating the baseline amount*" EVEN MEAN?

President Meyer, Can we see where you "Proposed" $100,000, and informed me that represented an average of what CCT expected to do?

Kempf said it "*was deliberately set*", Meyer says it was "*negotiated*".

Just remember those numbers when we get to Damages, because Meyer thought CCT could go from NOTHING to $100,000 a year at will. And he ALSO estimated MY business could produce $4,310,000 over the same period (unless he was lying when he "massaged" that number?).

REGARDLESS, HIS SUBSEQUENT ACTIONS EXPOSE HIS GUILT, THEIR GUILT!
As noted in my Appellant Brief P26:

"Fontaine had on August 9, 2002 informed CCT he would transfer the domain names to their administrative control, but that he was "relying" on their representation of the $100,000 figure.

On August 10, 2002, Kempf emails Meyer and Evans "Additionally though, he seems to be operating under the assumption that our '02 revenues will be $100k+. He's also beginning to indicate that he wants us to show exactly what those are."(*A 21/A21). Fontaine finds this out in discovery.*

*"**On 10 August 2002, Kempf, Evans and Meyer know Fontaine is "relying" and the understanding CCTimes will do $100,000 in 2002, the ONLY figure having been given to Fontaine. But they allow him to continue the transfer**."*

*****I would point out that HAD CCT shown me the fully itemized plan with Bundles in 2002, "RE Merger", as Mitchell has testified to, Not only would I ALREADY KNOW "***What Those Are***", but CCT would KNOW that I know what those are. **BUT THEY KNEW I DIDN'T KNOW!**

THREE DAYS LATER they give Fontaine a Draft P&S (8.13.02) *with the $100,000 deductible in it, and an __August, 2002. Close."*

THEREFORE, the $100,000 Meyer claims was "negotiated" was actually inserted into the July offer itself, as they then backed the figure without equivocation, only waivering LONG past the expected p&s.

The point Is Miss Manning, these 3 execs KNEW, and even DISCUSSED, that I was transferring my valuable Domain assets to CCT's Control on August 9, 2002, subject to my stated "reliance" that CCT was ALREADY DOING $100,000 in 2002 as they had confirmed, several times.

In my Deposition you attempted to demean me, among other ways, by suggesting I simply didn't understand how CCT accounting system worked, asking me how thought CCT was going to count the money. **I explained to you that I thought they would use math.**

SO LET'S DO SOME MATH COUNSELOR:
CCT's July 2002 Projection "3" lists $200,000 in 2002 Revenue.
CCT's July 2002 Projection "2" lists $198,000 in 2002 Revenue.
Evans stated that the 3 frauds concluded #2 was "***Most Likely***".
The Evidence shows we defined MY 2002 Total as $80,000 in July.

SO in July 2002 CCT claims they expected 2002 revenue to be $118,000. Two Months later they are forced to concede it will be $75,000.
They had already taken control of the domain assets on August 9th, subject to my reliance on their initial $100,000 figure.

UNFORTUNATELY, The Smoking Gun "RE Merger" shows that what they had ME BELIEVE and what THEY KNEW to be true were completely different!

CCT's TRUE Calculation for the sale "RE Merger Analysis" is a fully itemized pricing plan for the entire 2002-2006 deal.

This document HAD to be created in late 2001 (Oct 2001? "***getting various levels of management on board***"), as it anticipates a closing BEFORE July 2002. The document fully itemizes every possible product to the dollar (Including Bundles), using ACTUAL pricing, 90%/10%.

This hidden projection assumes 6 Months of MY contribution ($40,000-$45,000 for July-Dec 2002), resulting in **$113,350 Total, combined, 2002 Revenue**.

THIS MEANS THAT when RE Merger was Created, CCT applying the REAL pricing they would employ, including Bundles, **expected they would do about $70,000 in 2002.**

They ended up reporting $77,000, but I can show the actually had to play with numbers just to reach THAT amount.

AT THE SAME TIME we now know they were HIDING (and continue to hide) **another** $73,000 in 2002 Bundle revenue.

I want you to look again at the effort Evans says she, Meyer & Kempf placed in creating the $4.3 July Projection that ignored Bundles.

And then look at the $1,300,000 PLAN they were concealing, which included 2002 Bundles, which they pretended to invent Jan 9, 03.

So, I wouldn't call that "Math" Counsel, I'd call it accounting fraud.

CCT had planned to close the sale BEFORE I FOUND OUT they had "***no history to speak of***", "***not even a 2 year history***", or that Bundles and 90/10 were already in place, kept hidden UNTIL AFTER THE P&S!

THESE 3 EXECS HAD AN ETHICAL DUTY TO INFORM ME $100K WAS IMAGINARY ON AUG 9, INSTEAD OF PLOTTING TO STEAL THE ASSETS, IN THIS CONSPIRACY.

The 3 stooges can't seem to keep their facts, or their lies, in order! **Meyer & Evans tell the Court CCT had No Business**, and **Kempf** is assuring me, long after the expected Aug____2002 p&s, that CCT had a "***Pattern***" of '***aggressive year over year growth***". **My Ass**!

I SHOULDN'T FEEL TOO BAD, YOU FOOLED 2/3 COURTS AND 4+ JUDGES TOO! You Baffled the Court with so much Bullshit, it was easier to just believe you. I mean, what attorney would back such a scheme?

12/23/13 Appeal Court Ruling,(Ftn 3), is demonstrably erroneous.
CCT couldn't complete their complex scam unless they fooled ME into thinking Bundles were born on Jan 9, 2003, AND they couldn't prevail in litigation unless Counsel would help them do the same TO the Court.

Mass Appeals Court Footnote 3 – The Altered P&S Strikes Again!

"***CCTimes cannot be faulted for the plaintiff's decision to sign the agreement without any protective provisions in this regard***"

Can they be faulted for ALTERING the p&s AFTER Oct 16, 2002, to surreptitiously reinsert the term "But Not Limited To", which allowed CCT the right to Deduct The (90/10) Bundles they would pretend to invent on January 9, 2003?

The TERM is meant to fool a Court, it's fooled two, plus Mass SJC.

January 9 2003, Exh 19, made the Appeals court think I had failed due diligence on July 18, 2002 (ftn 3), when I asked CCT to simply disclose any combination (Bundle as I would later learn) advertising.

A Court that recognizes that CCT had $525,000 in Bundles already counted and expected by July 18, and NOT January 2003, would realize CCT, Meyer, Evans and Kempf, are HIDING their REAL Bundle Plan, $1,300,000 total revenue, as they gave me a $4,300,000 projection the same month, in its place. Only to pretend to invent Bundles Jan 9, 03.

The 12/23/13 Appellate Ruling Shows us HOW the Court was deceived into making a factually erroneous ruling:

B. Bundle sales. Summary judgment appropriately was granted to CCTimes on the plaintiff's claim that it breached the contract by bundling Internet and print advertising at a reduced rate. The agreement specifically provides that in calculating the plaintiff's net Internet revenue share, "discounts" will be deducted from the gross revenue. In addition, the plaintiff concedes that no provision prohibits CCTimes from bundling print and Internet advertising. Whether Internet advertising was discounted individually or in combination with print advertising is irrelevant given that CCTimes reserved the general right to discount rates. [FN3]

Where, as here, the plaintiff failed to negotiate a minimum price for Internet advertising, the agreement specifically allows discounts, the plaintiff was aware of the potential issues arising from combined sales, and nothing in the agreement prevents CCTimes from bundling print and Internet advertising or services, CCTimes's decision to bundle the products and sell them at a discount did not violate the agreement.

In addition, the record does not demonstrate that the ninety percent/ten percent allocation of revenue from bundle sales did not reflect true value. Equally fatal to the plaintiff's claim, the record also does not reflect that the plaintiff pursued the contractually-prescribed avenue for challenging the allocation. The agreement provides that the plaintiff's right to object to the amount of his net Internet revenue share "shall be deemed waived if he either fails to give notice to CCTimes of his objection, if any, . . . within thirty (30) days of his access to such books of account, or fails to provide reasonable notice to CCTimes requesting access to such information." So far as the record before us reveals, the plaintiff made no objection to the amount of his net Internet revenue share during the course of the contract as required.

Other claims. We agree with the judge that while it may be true that the plaintiff could have earned a higher commission with more staff support, there was no promise of any particular level of support in his employment agreement. We discern no error, therefore, in granting summary judgment on his claim of breach of his employment agreement. In addition, we discern no error in the judge's disposition of the plaintiff's G. L. c. 93A claim.

Judgment affirmed.

By the Court (Kantrowitz, Grainger & Wolohojian, JJ.),

Entered: December 23, 2013.

FN1. The plaintiff has failed to provide a complete record, omitting both the motion for summary judgment of which he seeks review and the memoranda in support of and in opposition to the motion. In addition, other than sporadic pages, he has failed to provide CCTimes's statement of facts or his response to it. Consequently, for purposes of this appeal, we accept the statement of facts as set out by the judge, supplemented where necessary by undisputed portions of the appendices.

FN2. It was CCTimes's position that even without purchasing the plaintiff's business, it expected its Internet income to continue to rise each year, making the static $100,000 figure over the five years a favorable number to the plaintiff. In fact, the plaintiff's net Internet revenue share was calculated, after deducting $100,000, on revenue of $61,047 in 2002; $64,241 in 2003; $135,229 in 2004; $172,545 in 2005; $188,461 in 2006; and $77,127 for the first six months of 2007.

FN3. The plaintiff's focus on when CCTimes conceived of the bundling idea and his insistence that CCTimes knew of and failed to tell him of its plan to bundle services is misplaced. In a July 18, 2002, letter from the plaintiff to CCTimes, he specifically questions how commissions on customers opting for both online and print advertising would be credited, indicating that if CCTimes "sells them "print" and "gives" them internet, I would never have much chance to earn a commission or count that money towards the sale price, which would in turn defeat my ability to make money from helping you build a rental portal. . . . I will need some clarification on this." Thus relatively early in negotiations, the plaintiff was aware that bundle sales were a possibility. Negotiations proceeded after this letter but the record does not reflect, and the plaintiff does not contend, that CCTimes ever promised or made any assurances that it would not combine sales or "give" Internet advertising or other services at a reduced rate. CCTimes cannot be faulted for the plaintiff's decision to sign the agreement without any protective provisions in this regard.

Some Points worth Noting, for those seeking the truth:

*__No provision prohibits Bundling?__ – I wonder how "***But Not Limited To***" Made its way back into the signed p&s? A Court recognizing January 9, 2003 is a scam would realize CCT ALONE controlled the documents and CCT had JUST reluctantly conceded the term 2 weeks before p&s.

And it would ask Peter Meyer WHY didn't he disclose Bundles on October 16, or July 28 2002, instead of inventing them on January 9, 2003?

To ARGUE that right to price Bundles differently, which these executively intentionally and deceptively reinserted into the agreement, in THESE Proceedings, is PRECISELY the reason CCT, and whomever, altered the p&s to begin with! **Brilliant, but illegal.**

Barnstable Court AND Appeals Court BOTH Held that Bundles began "After" the p&s, Jan 9, 2003 (Which they didn't).

**If 90%/10% represented "true value", as the court suggests, CCT wouldn't have doubled the cost to advertise in the book immediately after obtaining my busy websites, changing the name of their book to the name of my websites, knowing 90% will be diverted from sale price.

CCT "BOUGHT" MY BUSINESS TO SELL BUNDLES. BUT HAD TO LIE TO DO IT!

HOW COULD THEY "conceive" of Bundles in Jan 9, 2003, if they had a legitimate 90/10 Bundle plan in 2002?

They had secretly projected (RE Merger) $525,000 in Bundle sales during 2002-2006, when their records show the Bundle they DIDN'T HAVE YET was going backwards from $30,000 a year, to $25,000, etc. Even Meyer said they had nothing, not even a 2 year history.

NOBODY WANTED THEIR SHITTY RE HANDOUT, CAPE REALTORS WERE MOVING THEIR ADVERTISING TO THE INTERNET, AND EVERY MAJOR REAL ESTATE COMPANY ON CAPE COD, LOCAL BANKS, LAWYERS AND LENDERS CONTACTED ME TO ADVERTISE!

THEY HAD "NOTHING", WHILE I OWNED THE BEST DOMAIN NAMES, TOP SEARCH ENGINE POSITIONS, 145+ PAYING ADVERTISERS, 1,000,000 VISITORS A YEAR.

SO THEY STOLE MY WEBSITES, AND FORCED EVERYONE TO BUY BUNDLES IF THEY WANTED TO BE ON THE WEBSITES. A SELF INFLICTED CONFLICT OF INTEREST.

FN3 – **July 18, 2002 Email**. A court not knowing that CCT is hiding RE Merger and $525,000 in Bundles during this exercise in due diligence futility, me asking about Bundles, CCT hiding them till Jan 9 2003, and the Court construes this as MY lack of due diligence. Seriously?

Interestingly, Both Courts explicitly relied on President Meyer's representation that Bundles Began in "*early 2003*", and that for the purposes of "*Bookkeeping*" 90% was allocated to Print, 10% to Internet.

But we know that NEITHER of those two claims are true. The "*early 2003*" was clearly disproven long ago. Read your Client's Depositions!

And the "early 2003" Bundle "proposal" of January 9, 2003, proposes a 60% share to print and 40% to internet. **So did CCT change the Bundle Bookkeeping Policy to 90%/10% IMMEDIATELY AFTER THIS Jan 9 03 Bundle**?

And we know that CCT's 93a Reply, by Nutter McLennan & Fish stated: "***any and all bundling was done to increase internet real estate revenue***". Really Folks – with 90% secretly to be allocated to Print?

No, they pretended to invent a bundle they already had, they pretended to propose a 60/40 split when they had a 90/10 Policy. They had absolutely NO intention of implementing a 60/40 split, "Bookkeeping"

required it be 90/10. They p&s was altered to allow the fraud of Jan 9, 2003 to work.

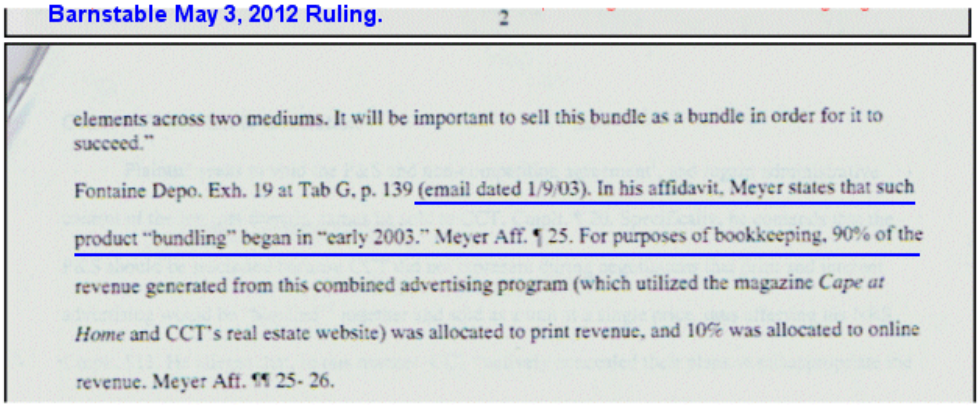
When concealing Bundles and their intended 90/10 pricing, CCT projects $4,310,000 in total revenue, but exploiting the 90/10 $525,000 Bundles for the sale, they expect $1,300,000. This Jan 9 2003 email was simply meant to allow CCT to restart the Bundle they were hiding till p&s.

Did Cape Cod Times Advertising Manager Evans, Internet Manager Kempf and President & Publisher Meyer FORGET when proposing and sending me that 60/40 Bundle on January 9, 2003, that they already were sitting on RE Merger, with $525,000 in Bundles, calculated at 90%/10% by "Policy", which would be used 2002-2006, throughout the deal?

Kempf & Evans certainly didn't forget, the September 2013 11.4% 2002 Bundle email spilt puts that defense to rest!

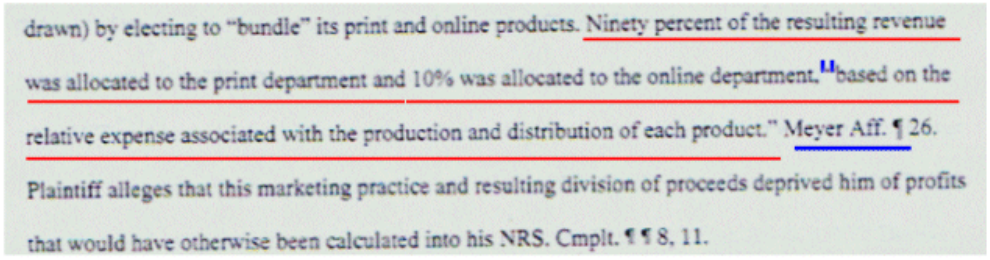
CAN WE SEE THE PAPERWORK WHERE THE 60/40 SOMEHOW JUST ENDS UP 90/10?

Barnstable May 3, 2012 Ruling.



elements across two mediums. It will be important to sell this bundle as a bundle in order for it to succeed."

Fontaine Depo. Exh. 19 at Tab G, p. 139 (email dated 1/9/03). In his affidavit, Meyer states that such product "bundling" began in "early 2003." Meyer Aff. ¶ 25. For purposes of bookkeeping, 90% of the revenue generated from this combined advertising program (which utilized the magazine *Cape at Home* and CCT's real estate website) was allocated to print revenue, and 10% was allocated to online revenue. Meyer Aff. ¶¶ 25- 26.



drawn) by electing to "bundle" its print and online products. Ninety percent of the resulting revenue was allocated to the print department and 10% was allocated to the online department, based on the relative expense associated with the production and distribution of each product." Meyer Aff. ¶ 26. Plaintiff alleges that this marketing practice and resulting division of proceeds deprived him of profits that would have otherwise been calculated into his NRS. Cmplt. ¶ ¶ 8, 11.

Mass Appeal Court 12/23/13 Ruling.

revenue share and how it is to be calculated. No specific prices or minimum prices for Internet advertising or other revenue-producing Internet services are included in the agreement. **After the agreement was executed, CCTimes began to sell Internet advertising in a "bundle" with print advertising, charging a discounted price for the Internet advertising. This bundle offer was one of several ways to purchase Internet advertising and services. Because of the associated costs for print, ninety percent of the income from bundle sales was thereafter allocated to print and ten percent was allocated to Internet. A portion of the plaintiff's net Internet revenue share was derived from the ten percent attributed to Internet advertising.**

Honorable Justice Wolohojian's signature is on that 12/23/13 Ruling, affirming the lower Court in holding that CCT began Bundles AFTER. Her Honor is not a big fan of being lied to in a proceeding.

In MT. IVY PRESS v DEFONSECA, The Honorable Massachusetts Appeals Court Justice Wolohojian wrote that even a Pro Se litigant is not insulated from committing fraud on the court:

"***Although fraud on the court typically involves officers of the court, we are unprepared to say that pro se litigants are in all circumstances insulated from committing fraud on the court. Pro se litigants are generally required to comply with the same rules as represented parties and their attorneys***, see, e.g., Pandey v. Roulston, 419 Mass. 1010 , 1011 (1995); Kyler v. Everson, 442 F.3d 1251, 1253- 1254 (10th Cir. 2006), ***and there is no reason to immunize them from the consequences of the most egregious forms of misconduct***." 78 Mass. App. Ct. 340. MT. IVY PRESS, vs. DEFONSECA. Middlesex, Present: KAFKER, WOLOHOJIAN, & MILKEY, JJ.".

Justice Wolohojian was on the 3 member Appeals Court Panel that ruled on Dec 23, 2013, AFFIRMING the Barnstable ruling, by holding that:

"***After the agreement was executed, CCTimes began to sell Internet advertising in a "bundle" with print advertising, charging a discounted price for the Internet advertising***".

CCT is on record admitting CCT expected full year 2002 Bundle revenue. Her Honor has erred. But it's understandable, almost. CCT CLEARLY had Bundles in place during 2002.

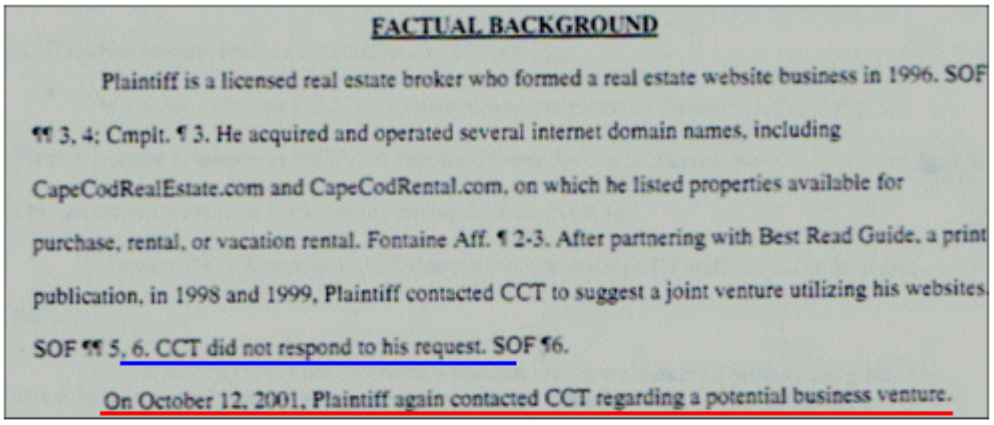
Yet counsel allowed the Court to believe CCT hadn't even "hatched" Bundles until Jan 2003. And, "*there is no reason to immunize them from the consequences of the most egregious forms of misconduct*".

CCT was vigorously working on Stealing My Business in Oct 2001!

The Barnstable Court was told that CCT was disinterested in my business in 2001, that I was chasing CCT, anxious to sell my business.

It ruled my business was so insignificant to Cape Cod Time's other revenue sources that CCT certainly didn't need to do what I accused them of. But CCT claims to have had NO Internet Real Estate income "to speak of" prior to the sale, while "pouring over" an estimate of $4,310,000 during the 4+ years of the sale, using MY business.

But Font Exhibit #2 proves CCT was aggressively working on this deal BY October 2001. Had the Court read the REST of Exh #2, CCT's reply, it would know better. "***CCT Did Not Respond to His Request***". **Really?**

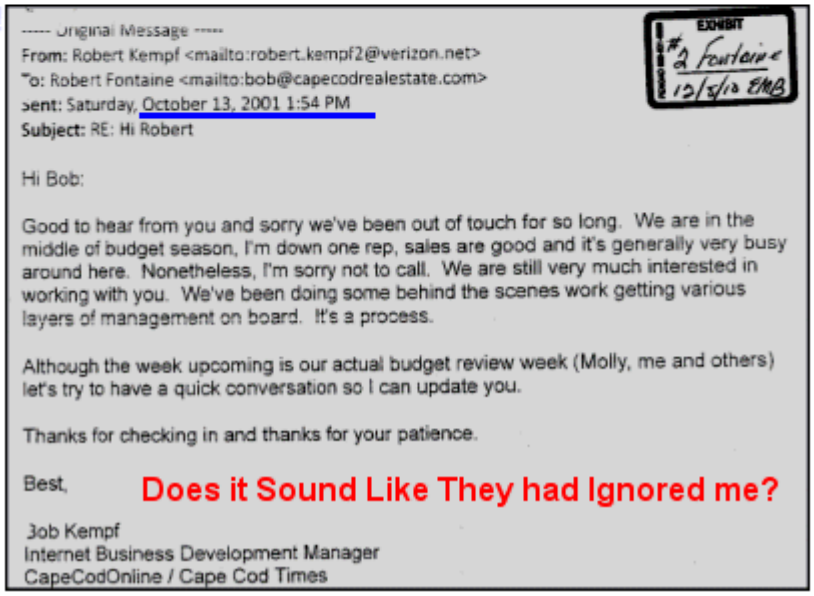


FACTUAL BACKGROUND

Plaintiff is a licensed real estate broker who formed a real estate website business in 1996. SOF ¶¶ 3, 4; Cmplt. ¶ 3. He acquired and operated several internet domain names, including CapeCodRealEstate.com and CapeCodRental.com, on which he listed properties available for purchase, rental, or vacation rental. Fontaine Aff. ¶ 2-3. After partnering with Best Read Guide, a print publication, in 1998 and 1999, Plaintiff contacted CCT to suggest a joint venture utilizing his websites. SOF ¶¶ 5, 6. CCT did not respond to his request. SOF ¶6.

On October 12, 2001, Plaintiff again contacted CCT regarding a potential business venture.

CCT deceived the Court about the dynamics of our deal right out of the gate.
Barnstable Ruled CCT had not responded to my suggestion of a Joint Venture.
The Court thinks on Oct 12, 01 I contacted CCT Again out of the blue. Anxious to sell.
HAD THE COURT read CCT's Reply to Oct 12, it would see CCT Had Clearly responded.
CCT was "sorry we've been out of touch for so long". Getting Dow Jones on Board.
Creating RE Merger, Counting FULL YEAR 2002 Bundles, so they could steal my business.



----- Original Message -----
From: Robert Kempf <mailto:robert.kempf2@verizon.net>
To: Robert Fontaine <mailto:bob@capecodrealestate.com>
Sent: Saturday, October 13, 2001 1:54 PM
Subject: RE: Hi Robert

EXHIBIT #2 Fontaine 12/5/12 EMB

Hi Bob:

Good to hear from you and sorry we've been out of touch for so long. We are in the middle of budget season, I'm down one rep, sales are good and it's generally very busy around here. Nonetheless, I'm sorry not to call. We are still very much interested in working with you. We've been doing some behind the scenes work getting various layers of management on board. It's a process.

Although the week upcoming is our actual budget review week (Molly, me and others) let's try to have a quick conversation so I can update you.

Thanks for checking in and thanks for your patience.

Best,

Does it Sound Like They had Ignored me?

Bob Kempf
Internet Business Development Manager
CapeCodOnline / Cape Cod Times

So LONG BEFORE October 12, 2001, CCT Had assessed the value of this transaction, of My Business, to them! $1.3 was the number, not $4.3.

"Molly" and Kempf had already wined & dined me at several local restaurants "***so long***" ago. "***Various layer(s) of Management***" can only mean 'Andrew Langhoff', Dow Jones CEO, who Evans claimed was personally involved, and who issued the sales check from corporate.

So what does this tell us?

It tells us RE Merger HAD TO HAVE BEEN ALREADY made in 2001, as it presumes a full year 2002 of CCT's existing Bundle Plan, at 90/10, for 2002-2006. THEREFORE, "Andrew" was basing the BUYER'S decision IN 2001

on a plan that used actual pricing, that included 90/10 Bundles for the entire deal, and that totals $1,300,000!

In July 2002 CCT gives ME a $4,310,000 Projection, and pretends to invent Bundles AFTER the p&s, January 9, 2003 – Proposing a 60/40 split, **and all 3 go along with it**.

****Did you get that Counsel, it Counts FULL YEAR 2002 Bundles, and you won by backing evidence proving CCT conceived of Bundling Jan 9 2003?**

I ASSURE you, Langhoff was NOT given the $4,310,000 "Projection" that came with the July 2002 Offer, He KNEW $1,300,000 was itemized to the dollar. And I am QUITE certain that Langhoff would know that January 9, 2003 @ 60/40 Bundles, was nothing more that criminal fraud.

*If "layers" of Management had been given a $4,310,000 Projection, while CCT had built up over years to "nothing", I don't think there would be much "convincing" of management needed.

IF, in fact, Dow Jones (who issued the sale check) was given the SAME, Fake, $4,310,000 Projection as me, CCT was defrauding its Parent too!

That Dow Jones had a $1.3 Plan with Bundles, and allowed the Courts to Hold since 2012, that Bundles Began January 9, 2003, speaks volumes.

Exh #8, Lets talk Accounting Fraud & Fake Projections:

Font Exh #8 exposes the extremes these 3 frauds were willing to go:

In 2010 Deposition Ad Manager Evans described the effort Meyer, Kempf and herself went to in creating and Negotiating with these three (3) WHOLLY FICTICIOUS "projections" they had given me with the June Offer (18%) and days later with the July 2002 Offer(20%):

Q. How did the 20 percent get agreed upon? Where did that number come from?

A. "We had come up with three different scenarios, financial scenarios, on an Excel spread sheet. I have a visual of the spread sheet in my mind. It had three different likely scenarios of what the revenue and the bottom line might look like if we bought Mr. Fontaine's company and merged the two websites. It was projected out for a multiple of years, five years, or something like that. It was a low case scenario, a middle range and a high.

I remember that Peter and Bob Kempf and I poured over it and poured over it. Bob Kempf had prepared it, messaged it and messaged it. We kept looking at it trying to come up with, because we were new in this business ourselves, what the revenue might look like going forward and whether this was something we wanted to enter into, whether it was good for our business".

THEY ALREADY HAD 2002-2006 DEAL COUNTED @ $1,300,000 AT THIS DATE, COMPLETELY ITEMIZED, WITH BUNDLES, WITH 90/10 POLICY, TO THE DOLLAR.

We looked at the middle-of-the-road scenario and said that's probably the most likely based on data that's available to us, which wasn't a lot. Then I remember showing that document to Bob Fontaine. He looked at it and said - - he pointed to the best case scenario and he said "We can do better than that." We thought, oh, my goodness, he is very optimistic, he must be very confident in his abilities, and that would be great. We would be happy and he would be happy, Andrew would be happy and the people who own the company would be happy. I just remember that we spent some time on that and wanted to be as accurate as we could.."

Well we now know, of course, none of that is true or accurate! They had a $1.3 projection in early 2002, then "messaged" a $4.3 Projection in July 2002. Total revenue ended up at $1,190,000.

Perhaps Evans can tell us how she had MORE 2002 data when making RE Merger long before July 2002, than they did in July 2002?

***THEY CLEARLY NEEDED THE 3 PROJECTIONS SOLEY TO DECEIVE ME, THEY ALREADY HAD THE REAL NUMBERS FOR THEIR OWN PURPOSES. The July projections were mere inducements, as contrived as Jan 9, 2003.**

Those with Brains, please consider CCT Ad Manager Evans Answer:
"We looked at the middle-of-the-road scenario and said that's probably the most likely based on data that's available to us, which wasn't a lot.".

It's July 2002 when CCT Meyer, Evans and Kempf concoct and give me 3, Fake, unsolicited projections with the Offer To Purchase, and THEY think the ***"Middle of the Road Scenario is the Most Likely"?*** **REALLY?**

First of all, not such "opinion" was conveyed to Fontaine, he responded to the $4.3 Projection saying ***"we can do better than that"*** according to Evans, who pretends they were happy to hear that.

So Evans asserted that A Month before CCT expected an Aug___2002 p&s, the three Frauds thought $198,000 was the Most Likely result for 2002?

IF you deduct my $80,000+- contribution, that STILL leaves $100k+!

But we know that isn't true. CCT's secret $1,300,000 Plan "RE Merger", accounted for the Bundles they were hiding at 90/10, but would pretend to invent January 9, 2003, totals $113,000 for 2002.

IF YOU DEDUCT MY $45,000+- ½ YEAR 2002 CONTRIBUTION THAT DOCUMENT CALCULATES, CCT IS LEFT WITH THE $70,000+- THEY DECLARED FOR 2002.

MEANING, THEREFORE, That Meyer, Evans and Kempf KNEW they would price to do $1,300,000 and not $4,310,000, WHEN they made $4,310,000.

MEANING, THEREFORE, That Meyer, Evans and Kempf expected to be able to inflate their 2002 revenue (from nothing years prior) to $70,000 when making RE Merger in early 2002 using REAL Pricing Numbers, and yet with the accounting benefit of ½ of year 2002, then NOW expected to do OVER $100,000 IN 2002 – "Most Likely".

Perhaps if they didn't **have to hide $73,000 in 2002 Bundle revenue** from me and the court, to invent them in Jan 9 03 instead, they could have done over $100k, as claimed, and the $100,000 "exclusion" may be appropriate. **But they didn't. The $100k and the Jan Bundles both Lies!**

IN FACT, They didn't "think" $4,310,000, OR $2,195,000 or $1,869,750.

IN FACT, They planned to use their authority and stolen control over the Terms of the Altered P&S to do $1,300,000, by stealing $525,000 in 2002-2006 Bundle Revenue, and $450,000 IN fake "exclusions".

THEY DIDN'T HAVE TO "THINK" AT ALL – THE 3 PROJECTIONS WERE FALSIFIED!

Fontaine Exhibit #8 is evidence of CCT's Fraud:

Enhanced Offer Projections

Post-Merger
Net Revenue Projections & Revenue Share

Scenario I	2002	2003	2004	2005	2006	2007	CUM
Annual Net Revenue	175,000	248,000	331,000	395,000	465,000	255,750	1,869,750
Revenue Share 20% after first $100,000/yr Year 2007, 5% of first 6 mos after $50k	15,000	29,600	46,200	59,000	73,000	10,288	233,088

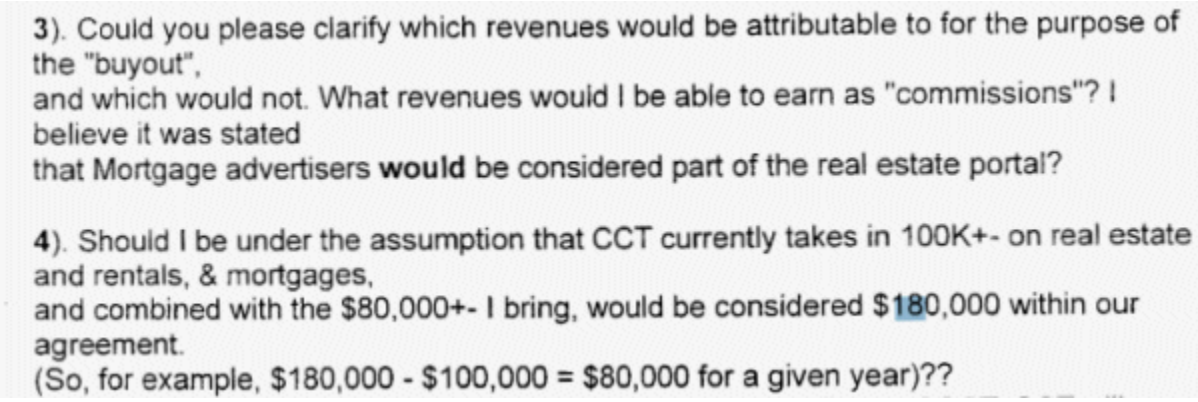
Scenario II	2002	2003	2004	2005	2006	2007	CUM
Annual Net Revenue	196,000	295,000	385,000	465,000	550,000	302,500	2,195,500
Revenue Share 20% after first $100,000/yr Year 2007, 5% of first 6 mos after $50k	19,600	39,000	57,000	73,000	90,000	12,625	291,225

Scenario III	2002	2003	2004	2005	2006	2007	CUM
Annual Net Revenue	200,000	500,000	750,000	1,000,000	1,200,000	660,000	4,310,000
Revenue Share 20% after first $100,000/yr Year 2007, 5% of first 6 mos after $50k	20,000	60,000	130,000	180,000	220,000	30,500	660,500

For additional Evidence of CCT's Scam By Numbers Calculation, we need look no further than June 25, 2002, CCT reponds to My Response to Their Offer to Purchase, showing $100,000 Deductible for 2002.

My June 23, 03 Counter to their offer had SIMPLY asked Kempf, Evans and Meyer if they could clarify WHICH revenues would be included and excluded. JUST as I had on July 18 (Ftn 3) and October 16 (Exh 13).

It also seeks to confirm CCT's applicable 2002 revenues will be $100,000 as stated, JUST as I had asked on August 9, prior to transferring the Domain assets to their control. JUST as I reiterate in October 2002 emails and September 2002 emails, both in evidence.



3). Could you please clarify which revenues would be attributable to for the purpose of the "buyout",
and which would not. What revenues would I be able to earn as "commissions"? I believe it was stated
that Mortgage advertisers **would** be considered part of the real estate portal?

4). Should I be under the assumption that CCT currently takes in 100K+- on real estate and rentals, & mortgages,
and combined with the $80,000+- I bring, would be considered $180,000 within our agreement.
(So, for example, $180,000 - $100,000 = $80,000 for a given year)??

Yet we don't see CCT disclose in their answer to Item 3, $525,000 in Real Estate Bundles, calculated to allocate 90% to Print Department, excluded from sale price (Due to Oct 16 2003 contract tampering).

And we don't see CCT back off the $100,000 "deductible" figure as representing their expected 2002 revenues, which THEY first injected into the arena with the offer itself.

Meyer says the $100,000 was "negotiated". Of course, they were telling me of a history of year over year growth, he tiold the courts they were just starting out.

And Meyer knew on August 9, per the domain name asset transfer exchange email, that I was "relying" on the $100,000 figure. Meyer, Kempf & Evans discuss my reliance in an email, but say nothing to me, and they grabbed the assets anyway. Of course Meyer has also said CCT's Bundles began in "early 2003" – "bookkeeping". **Sure Peter**.

By The time of this email, All 3 KNEW the $100,000 I relied on was actually a baseless claim, though subject to their actual knowledge.

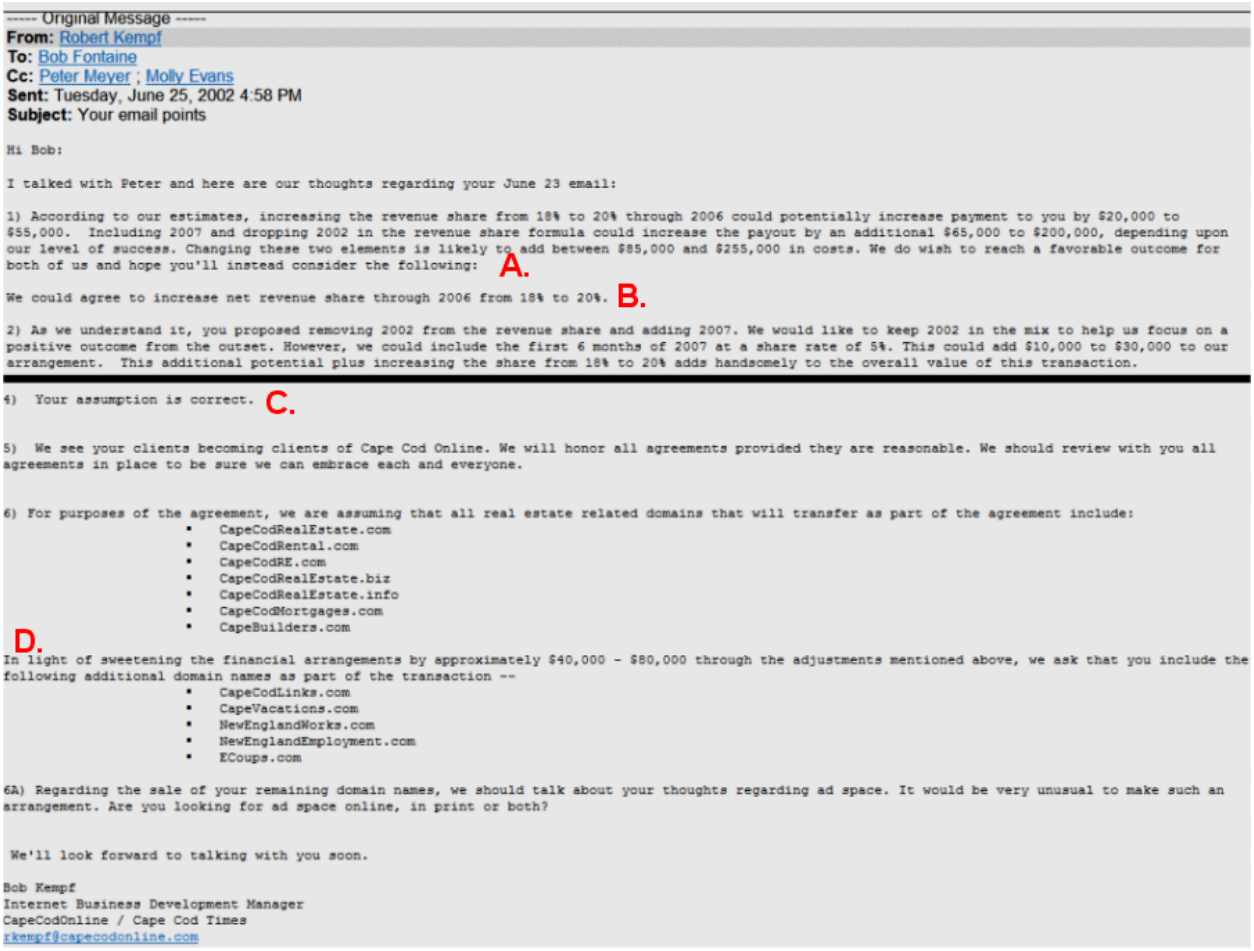
CCT had already counted $525,000 in Bundles for the sale, based on a secret "policy" that would let them deduct 90% starting Jan 9, 2003.

There was NOTHING lacking with my due dilligence, I shouldn't have to repeatedly ask CCT about the 90/10 Bundles OR the $100,000 figure.

I shouldn't have had to ASK at all, these were matierial elements that would define the rights of the partiens, would shine light on the motivations of the parties, and would effect the allocation of millions of dollars. **And they should have been openly disclosed.**

This wasn't a game, this was a transaction that CCT estimated would result in over $4,300,000 in revenues over 4 years, PLUS $525,000 in secret Bundles. CCT started with nothing. **Not a game I wanted to play.**

Once January 9 2003 is proven to be planted evidence, ALL the other actions they took in support of their fraudulent scheme become clear.



----- Original Message -----
From: Robert Kempf
To: Bob Fontaine
Cc: Peter Meyer ; Molly Evans
Sent: Tuesday, June 25, 2002 4:58 PM
Subject: Your email points

Hi Bob:

I talked with Peter and here are our thoughts regarding your June 23 email:

1) According to our estimates, increasing the revenue share from 18% to 20% through 2006 could potentially increase payment to you by $20,000 to $55,000. Including 2007 and dropping 2002 in the revenue share formula could increase the payout by an additional $65,000 to $200,000, depending upon our level of success. Changing these two elements is likely to add between $85,000 and $255,000 in costs. We do wish to reach a favorable outcome for both of us and hope you'll instead consider the following: A.

We could agree to increase net revenue share through 2006 from 18% to 20%. B.

2) As we understand it, you proposed removing 2002 from the revenue share and adding 2007. We would like to keep 2002 in the mix to help us focus on a positive outcome from the outset. However, we could include the first 6 months of 2007 at a share rate of 5%. This could add $10,000 to $30,000 to our arrangement. This additional potential plus increasing the share from 18% to 20% adds handsomely to the overall value of this transaction.

4) Your assumption is correct. C.

5) We see your clients becoming clients of Cape Cod Online. We will honor all agreements provided they are reasonable. We should review with you all agreements in place to be sure we can embrace each and everyone.

6) For purposes of the agreement, we are assuming that all real estate related domains that will transfer as part of the agreement include:

- CapeCodRealEstate.com
- CapeCodRental.com
- CapeCodRE.com
- CapeCodRealEstate.biz
- CapeCodRealEstate.info
- CapeCodMortgages.com
- CapeBuilders.com

D.

In light of sweetening the financial arrangements by approximately $40,000 - $80,000 through the adjustments mentioned above, we ask that you include the following additional domain names as part of the transaction --

- CapeCodLinks.com
- CapeVacations.com
- NewEnglandWorks.com
- NewEnglandEmployment.com
- ECoups.com

6A) Regarding the sale of your remaining domain names, we should talk about your thoughts regarding ad space. It would be very unusual to make such an arrangement. Are you looking for ad space online, in print or both?

We'll look forward to talking with you soon.

Bob Kempf
Internet Business Development Manager
CapeCodOnline / Cape Cod Times
rkempf@capecodonline.com

A – They tell me (which I'm sure they expected as a counter offer, in retrospect), that going from 18% Revenue Share to 20% could be as much as $55,000. 2%.

But they were basing that on the FAKE Projections of up to $4,310,000, while they were hiding, and planning to employ RE Merger instead,

which Totals $1,300,000 for 2002-2006, and subtracting the $100,000 "exclusion" they had stolen, we're talking $900,000 THEY expect the Net Revenue to look like, when done with their scam.

2% of $900,000 is $18,000, NOT $ 55,000, based on how they planned to price! Point is, They even used the fake calculations when addressing my counter offer.

B – Evans was asked how the 20% came about. She explained in Deposition how hard she, Meyer and Kempf worked on coming up with the "three" Projections in late June (not disclosing the REAL RE Merger). So this 20% figure was a result of the Fake Numbers to begin with.

C – #4 "***Your assumption is correct***" – This was in answer to my question, responding to their offer showing $100k year deductible, if I can assume they are currently doing $100,000 per year.

Their answer is unequivocal.

D – "***In light of sweetening the deal by $40,000-$80,000…***". They then ask me to give them additional, unrelated domain names, in exchange for that concession.

But the $40,000-$80,000 "sweetening" was bullshit! They had adjusted the supposed value of the deal by using inflated Projection Numbers, and NOT the RE Merger numbers they had employed prior to the sale (11.4% in 2002), and after January 9, 2003 (NOT 60%/40%) to be 90% allocation to Print Department, excluding from sale by the October 16, 2002 Fraud of altering the terms of the p&s.

They actually stole MORE of my property using the fake Projections!

***And 2007, in the 1st Circuit Court, they claimed there was no diversity of the parties because they were autonomous from Parent Dow Jones, a Delaware corporation.

So the case was removed without prejudice, and refiled in Barnstable Superior Court in 2008.

Immediately after the Barnstable suit was filed, CCT transferred all of the domain assets I sought in rescission in this lawsuit, to parent Dow Jones, who allowed many to simply expire, go to waste.

With little regard for MY property, the company showed reckless disregard for the authority or the will of the courts, who was by law the arbiter of the dispute. Counsel should have secured those assets until the courts had ruled.

And CCT only got away with it because Lawyers improperly Substantiated False Evidence, Exh 19, January 9, 2003.

As CCT's 2002-2006 RE Merger Analysis tells us, Meyer, Kempf & Evans had indeed "*poured over it and poured over it, prepared it, messaged it, kept looking at it trying….".*

But the 3 "projections" that these three CCT Executives spent so much energy on in July 2002; the President & Publisher, the Advertising Manager, and the Internet Business Development Manager, **were nothing more than one cog in their complex conspiracy to commit fraud!**

BECAUSE RE Merger Analysis assumes a pre-July 2002 Sale. Look at It! It is a fully itemized plan for this sale, named after my business. It priced every possible Internet Real Estate product to be sold during the 2002-2006 sale (6 months of 2007 later added per my counter).

As Nutter would be forced to concede on June 14, 2011, SOF 52, RE Merger "established" that CCT expected $73,000 in Real Estate Book Bundle Revenue, a full year 2002 share, so WHEN RE Merger was made, CCT expected a full year 2002 in Bundle sales, $73,000.

SO BEFORE these three FAKE "Projections" were "messaged" by the three frauds, and BEFORE ANY offers had been made, they had already priced the deal as they chose, $525,000 in Bundles, Using 90% Bundle Policy.

Did I mention RE Merger expects $525,000 in Bundles for the sale, long before January 9, 2003? And Meyer claims Bundle began "*early 2003*"?

The fake Jan 9 60/40 Bundle Proposal, authored by an exec who knows it is for show, who knows of 90/10 is Policy because he helped design it, informs all lower level Managers to prepare the entire outside sales team to begin selling THIS Bundle, to directly compete with me, with the intent of the deal, a mere 70 days after the p&s. "Bundles" have been an advertising term Forever! And Meyer thinks they started in 03.

The sales team didn't know or care about this "Policy", it didn't affect their commissions. It didn't even effect CCT's Gross Revenues. It **ONLY** affected the amount CCT would have to grudgingly "share" with me under the Revenue Share Agreement. Good Faith and Fair Dealing?

WE'RE NOT TALKING PETTY LARCENY HERE PEOPLE!
20% RS and 10% Sale Commissions on $4,310,000 is $1,300,000.
20% RS Alone based on THEIR $4,300,000 Number is $860,000.
20% RS of the $3,000,000 Lie ($1.3 Plan Proven) is $600,000.

But Peternochio and the two henchmen, were hiding a Fully Priced, fully itemized, Plan for the 2002-2006 Sale, using the 90%/10% Bundle Scheme YOU told the Court began on January 9, 2003.

They KNEW, because they had stolen the right on Oct 16, 2002, that the pricing THEY would control through contract fraud, then feigning Jan 9 2003, **would result in only $1,300,000 total revenue.**

And they knew they would divert $525,000 in Bundle revenues.
And they knew they would steal $450,000 in "exclusions".
And they knew they would start Bundling 90/10 right after p&s.

Based on their Secret Formula, $1,300,000 would be reduced by $450,000 in "exclusions", $100k per year at a time 2002-2006, $50,000 for half year 2007, leaving $850,000 in applicable revenue to be paid at 20%, **or $170,000 in Total Revenue to me from Revenue Share equation.**

The $4,300,000 Projection they give me, with this $170,000 number secretly held in their collective back pockets, suggests $660,500 would be my Net, even deducting the fraudulent $450,000 in exclusions.

Having told the Court they had no prior Internet Real Estate Revenue to speak of (I dominated that market, I already had all the advertisers), Cape Cod Times Estimated WITH MY VALUABLE BUSINESS, they could do $4,310,000 PLUS $525,000 in Bundle sales, in 4+ years.

From "Nothing" to a million+ per year, out of the gate, is how valuable CCT calculated my business to be. As Evan's notes, I knew it could do better, the Cape Real Estate & Summer Rental market that big.

As I've identified to the court, among those who were inquiring about purchasing my business, during negotiations, the CC & Island MLS vender offered to "lease" my domains for $100,000 per year + 15% of gross. **I was NOT** going to sell this growing business for $170,000 in revenue share. **I knew it, the Realtors knew it, and so did CCT**!

In ANY event, I certainly wasn't about to sell on a revenue share basis, when the buyers who are insisting they are waiting for the sale to help us market like crazy, with the help of Ottaway, are actually plotting to compete with me 70 days after the p&s, on hiding revenue, Bundle Policy, altering the p&s, Fake projections, False affidavits.

THEY CONTROLLED THE GAME, THEY ALONE WOULD DETERMINE THE RESULTS. And 70 days after p&s, January 9, 2003, they pretend to innocently think up Bundles, under the guise of Helping Our RS Deal, 40% to internet, only 60% to Print. In conflict with their own policy.

And from THAT DAY FORWARD, ALL CCT sales staff had to sell ONLY through Bundles, with 90% diverted away from sale price. As Planned.

Fontaine alone selling at Full Rates, all other staff required to sell through Bundles, directly competing for the SAME advertisers, 70 days in. CCT knew $52,500 in Bundles would be allocated to Internet 2002-2006. **But gave me a $4.3 Projection they made sure COULD NOT HAPPEN.**

I'LL BE HAPPY TO PLACE EXH 8, THE FAKE $4.3 PROJECTIONS OF JULY 2002, NEXT TO THE 2002 RE MERGER $1.3 PLAN, BEFORE ANY COURT IN THE LAND.

And then ask each of you under oath WHICH came First, WHICH is real? Kempf, Evans, Meyer, atty Langhoff, atty Dalton, atty Manning, atty Mitchell, Gatehouse Media, News Corp, Dow Jones, Ottaway Newspapers, Cape Cod Times, Nutter McClennen & Fish, Holland & Knight, LLC.

*I don't believe professional liability insurance covers intentionally fraudulent actions of lawyers making false statements for a legal fee?

And CCT only got away with it because Lawyers improperly Substantiated False Evidence, Exh 19, January 9, 2003.

Remember Evans told us "***We looked at the middle-of-the-road scenario and said that's probably the most likely based on data that's available to us, which wasn't a lot.***"

They had RE Merger, the deal counted to the dollar, and assumed $1,300,000 total for 2002-2006. None of the Numbers they gave me total $1,300,000? **Even their *"middle-of-the-road"* was $2,200,000.**

Interestingly, This Projections the 3 crooks "messaged" in July 2002 assumes between $175,000 and $200,000 in 2002 Revenue. Their draft p&s had an August ____2003 closing date pre inserted.

They already had EVERYTHING from my end by July 2002, account #s, client lists, domain names, website code, traffic statistics, and I was claiming, proving, that $85,000-$90,000 would be my 2002 Total.

So CCT gives me a Projection in July 2002 of up to $200,000 in 2002 Revenue, of which would be inclusive under the p&s. This means they would have to do $110,000-$115,000 themselves in 2002, to expect $200,000 – WHEN THEY PREPARED THE FAKE JULY 2002 OFFER PROJECTIONS.

CCT had access to MORE ACCURATE 2002 revenue figures in July 2002 then they did in early 2002 for RE Merger, which anticipates a closing BEFORE July 2002. **These weren't projections, they were inducements**!

They didn't contribute $100k in 2002, or 03, or 04, or 05, or 06, or $50,000 in 07. **They contributed NOTHING**. Their own records show that I personally sold **over 100%** of (disclosed) revenue for the entire deal!

And CCT Had Ruled after the sale, that existing sales staff would have first right to the Realtor Advertisers, in the event the Advertiser was ALREADY on MY (now their) website, and if that Salesperson ALSO had the advertiser as an Internet advertising client. **There were none. If you remove the revenue that I generated, there is none. NONE.**

They actually INFLATED the amount of 2002 revenue they Expected in the July 2002 Projections, when they had a chance to "pour over" their own ½ year results, then they expected in RE Merger, which was made prior to the Offers. They were assuring me they were doing $100,000 several times, to get the $100,000 yearly "exclusion', **but they were lying**.

Problem is, they had to inflate their 2002 revenue to get that figure, because they were hiding $73,000 in Bundle Revenues at the same time.

No wonder why the Barnstable Docket shows the Court's increasing concern that CCT repeatedly failed to make Controller Hundt available for deposition. **I think Dave would have told the Truth! I hope so.**

*****I don't even gain access to the Docket or ANY of these details until my lawyer sends me 10 feet of records in late 2012, as I have to appeal Pro se. How many people helped CCT hide $73,000 in 02 Bundles?

Meyer & Evans would tell Barnstable about their Internet real estate business, CCT Had "***no revenue to speak of***" prior to the sale, "***just starting out***", ***not even a*** "***two year history***".

Yet in July 2002 they're telling me about the $115,000 they will do in 2002. And in July 2002 we know they had a 4 year $1,300,000 Plan, WHEN they give me a 4 year $4,310,000 Projection.

Additionally, Sept 30 2002, Exh #12, long past the July & Aug dates CCT planned for closing, CCT was telling me $100,000 a year was really a conservative figure, that it was actually "***Favorable" to You***".

The letter below is CCT's reply to my questioning this $100,000 figure, which the record shows was, as Kempf stated: "***It was probably based on an early speculative projection on my part***".

Kempf's Email to e September 30, 2002

Bob:

It's pretty simple really. The $100k/yr. is simply a baseline - deliberately set at a very fair level - from which to calculate your revenue share. Because we would, in theory and according to plan, exceed that amount annually going forward on our own for the next five years, it makes the revenue share payable to you favorable.

My Reply:

From: Robert Fontaine <mailto:bob@capecodrealestate.com>
To: rkempf@capecodonline.com
Sent: Monday, September 30, 2002 1:54 PM
Subject: Re: Some clarification

I don't see how you can build up to $50,000+- over the past 5 years, then go to $75,000 this, and assume that
2003 will be $150,000.

I'm also don't see it as "favorable" to me, and I don't want it to be "favorable" to me, i want it to be fair to both

Page 1 of 9

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of us.

I mean really,
is it $100,000 in 2002,
Is it $75,000 in 2002,
is it $100,000 average over 5 years,
Is it $150,000 average over 5 years.
I don't care WHAT it is, just that the deductable should be that figure.

The method that I understood that we were using to determine what my % revenue share would be based upon
was specifically linked to the increased business that CCT realized after the purchase of my business.

Kempf was ALMOST telling the truth, the part that suited CCT's needs. It certainly was "*deliberately set*", but it wasn't "*at a very fair level*", and it certainly wasn't planned to be "*favorable*" to me!

It's September 30 and I STILL am not informed that the $100,000 Figure that they introduced and nurtured, which they knew I was relying on when they fraudulently acquired the domain name assets back on August 9th, when they KNEW it wasn't going to be $100,000, is Kempf's Guess.

ALL THE WHILE THEY WERE HIDING $73,000 IN BUNDLES, WAITING FOR JAN 9. COULD THIS DEVIOUS $3,000,000 SCAM BE DOCUMENTED ANY MORE THOUROUGHLY?

Meyer & Evans stated that there was no two year History, they were Just Starting Out. So while the 3 frauds were giving ME $4,310,000 2002-2006 Projections in July 2002, listing up to $200,000 as expected 2002 Total revenue, they were hiding RE Merger, a plan that would result in $1,300,000 in total revenue.

Sure, if they were doing $100,000 in 2002 as they claimed, were going to bring that to the equation, then $100k a year offset sounded reasonable. But It Wasn't Reasonable, it was Fraud!

They simply had no history, no advertisers, no revenue, no internet traffic, no worthy domain names, and no chance, Until Bob Fontaine came along dominating every aspect of the market.

And they certainly had no basis to think they could do over $100,000 a year on their own, from scratch. After all, CCT's invoices show that their RE Bundle was regressing in sales the prior several years.

Sept 13, 2003, CCT Had Counted $73,000 in 2002 "Bundle" Revenue to the Dollar!

From: "Robert Kempf" <robert.kempf2@verizon.net>
Date: 2003/09/13 Sat PM 12:18:08 CDT
To: tlawrence@capecodonline.com>
jrixon@capecodonline.com>,
"Molly Evans" <mevans@capecodonline.com>
Subject: RE: Budget RE Book

In 2002 The Real Estate Book Bundle received an 11.4% share, Print the rest.
Now AFTER the sale Print Managers want to cut Internet's Share down to 7%.

Theresa: I appreciate the fact that the increase we agreed on earlier seems quite a lot. In kind, Jeff's proposed 7% is quite a bit too low for this product. In 2002 the online revenue for the Real Estate book was 11.4% of total revenue. To date in 2003 the online revenue share is running 18.1%. Given the fact that we provided more online elements in '03, the increase in rate is understandable. We have agreed to scale back the bundle to a simple 1:1 for properties. Given the increase in online traffic and balance of this product's value propostion, I think a 15% revenue share is appropriate. At this point, please do not assume at this point that you should proceed with your budget at the rates suggested below. We really need to discuss this. Thanks, Bob Kempf Internet Business Development Manager CapeCodOnline / Cape Cod Times rkempf@capecodonline.com <mailto:rkempf@capecodonline.com 508-862-1351

CCT Managers Kempf and Evan Knew the 2002 Real Estate Book / Internet Advertising Bundle Revenue "split" was 11.4% to Internet (Of $73,000).

CARE TO EXPLAIN WHY THIS $73,000 HASN'T BEEN DISCLOSED TO THE COURT?
CARE TO EXPLAIN WHY IT WASN'T DISCLOSED & PAID PER THE AGREEMENT?
CARE TO EXPLAIN HOW CCT CONCEIVED OF BUNDLES IN "*EARLY 2003*"?

Counselor, allowing the Court to rely on the January 9, 2003 Evidence, which your client planted as part of an elaborate fraud, when the Management of the Company had Counted 2002 Bundle Revenues down to 1/10th of 1%, is unacceptable. It is illegal. It is perjury.

On January 9, 2003 Kempf proposed a Bundle Plan where 40% would go to Internet, 60% to Print, even as He, Meyer & Evans were the executives who made 90%/10% Policy, and had already determined it would control.

CCT accounted for NOTHING related to 02 Bundles during due diligence, discovery, RS Payment or financial records filed with the courts.

Here Kempf fights for **his** Internet share to go from 11.4% in 2002, to 15% in 2003. **Yet he made 60/40 sound like a done deal on Jan 9 2003?**

Consider the absurdity of the in-house negotiations, with NO concern about the legality, duty or propriety under the Revenue Share Deal, while the 3 frauds are actually manipulating the deal to divert Bundle revenue from me, of which Lower Level Print Managers were not privy.

On January 9, 2003 they pretended to Propose a Bundle where 60% would go to Print, 40% allocated to Internet, making it part of the Revenue Share Agreement. The only reason they can make ANY allocation outside of the p&s is because they granted themselves back the right on Oct 16, 2002, by altering the p&s, reinserting "But Not Limited To".

Now CCT claims they had a 90% Bundle "policy" prior to the 2002 sale, even as they Also claim to invent 60/40 Bundles on Jan 9, 2003.

Utilizing their myriad of deception and fraudulent acts ($4.3 Projection, July 18 Bundle deception, Oct 16 altered p&s, January 9, 2003 feigning Bundles, etc., etc..), CCT completely altered the deal.

Meyer, Evans and Kempf managed to turn this sale into a "Bundle Deal", as clearly planned prior to the p&s. They knew that they had stolen the right to divert 90% of all revenue THEY would contribute, away from my sale price. But they did so through fraud.

On January 9, 2003, until the day Meyer walked me out the front door, reminding me of my "non-compete agreement", in June 2007, The ONLY employee of CCT who sold Internet real Estate advertising into the "RS" out-side of the 90%/10% Bundle, was ME.

I was the ONLY person allowed to sell Internet for the deal, period. And then CCT changed my Job Description so I had to help sell Bundles.

Font Exh #16 is CCT's Re-Cap of the Sale shows I was PERSONALLY responsible for $1,120,000 in Total Revenue Share, of $1,100,000.

Miss Manning, you told the Court on February 1, 2011 that:

"***In early 2003, as a way to drive more internet real estate revenue by leveraging existing print customer, CCT began offering print and internet advertising products with a monthly print product, Cape at Home, and its real estate internet site***".

I DON'T THINK SO MISS MANNING!

CCT Didn't Buy my dominant Cape Cod Real Estate Portal, CapeCodRealEsatate.com, completely dominant in every search engine, 1 million yearly traffic, 145 PAID ADVERTISERS, leading Realtors, Franchises, Mortgage Lenders, Renters, Hotels, Local Banks and Lawyers, JUST to coincidentally Name their NEW Real Estate Handout "Cape At Home" on Jan 9, 2003, the SAME date they "Hatched" Bundles.

In Fact, I Placed in evidence this July-August 2002 Real Estate Bundle Marketing Page by Cape Cod Times, where they offer Internet advertising for FREE, IF you purchase ads in their "July-August 2002" edition of their 'Cape @ Home' publication.

A CLASSIC "BUNDLE".

Cape @ Home was LOSING REVENUE for the prior 3-4 years before the sale. $25,000+- at its best. **I can show you the Billing Disks.** But your client SECRETLY planned to steal my business, and SECRETLY calculated that MY business would make $25,000 a year in Bundles look like $525,000 in Bundles over the 4 year deal. Gosh.

This Cape @ Home Bundle advertisement was posted in August 2002, during the VERY same month CCT gave me a $4.3 million dollar projection, while Hiding the $1.3 Million dollar Plan.

CCT DID NOT "BEGIN" OFFERING CAPE@HOME BUNDLES IN 2003, CLEARLY.

The calculation, coordination, accounting fraud, the level of deception sounds like it should be in a movie. And may. **www.AnatomyofaFraud.com**!

And 6 months into 2003 they get around to Renaming EVERYTHING to "CapeCodRealEstate.com", and then require ALL sales staff, including ME, sell ONLY through Bundles. In 2004, when accounting for our 2003 Revenues per the p&s, they inform me of 90% "Bundle policy".

IF YOU CAN EXPLAIN ANY OF THIS, I'M ALL EARS, AS OF THIS WRITING!

web.archive.org/web/20020812124634/www.capecoddirectories.com/capeathome/marketing.htm

July - August 2002 Issue

Cape Cod Online home

@ HOMES for SALE
@ VACATION RENTALS
@ REAL ESTATE CLASSIFIEDS
@ ADVERTISE WITH US

CAPE COD ONLINE REAL ESTATE 508-775-1200

CAPE COD ONLINE REAL ESTATE

Advertise with Cape Cod Online Real Estate

Your advertised properties will appear online at No Extra Charge! In addition to On-Cape distribution, Cape@Home will be available at drop site locations in affluent Boston suburbs.

Special features include:

- Full Color Photos
- Searchable Format

For advertising information, call the Cape Cod Times Classified Department.

1-800-451-7887 (Toll Free in MA)
508-775-6201

or E-Mail us at
classified@capecodonline.com

319 Main Street, Hyannis, MA 02601

Litigation History Fontaine V Cape Cod Times, Ottaway Newspapers, Dow Jones, News Corp, Gatehouse Media:

In 2007 Fontaine filed suit in US District Court, Boston, seeking $1,000,000 in damages, claiming diversity of the parties, CCT being a Division of Dow Jones, a Delaware Corporation, headquartered in New York. CCT claimed autonomy from the parent corporation, and the filing was withdrawn without prejudice.

Fontaine filed suit in Barnstable Superior on Sept 2, 2008. Months later CCT would transfer ALL the domain assets Fontaine had sought in rescission of the sale, to Dow Jones, the parent corporation, allowing many to simply expire, spoil, usurping the will of the Courts, as the matter had yet to be litigated. So arrogant CCT and its lawyers, the will, the authority of Court, wasn't even on their radar.

Fontaine would fight the local newspaper and its powerful ownership, respected local executives, globally respected law firms, in their own back yard. He would never enter a courtroom.

In the following 8+ years of litigation, CCT has been acquired by two new corporate media giants, and was no longer the same legal entity it had been when Fontaine filed suit.

So complicated and convoluted was the actual ownership train, that on 10/7/13, pro se Fontaine had to file a Rule 1:21 Motion requesting the Court compel CCT to file their required Corporate Disclosure Statements, ALLOWED on 10/8/13 (Appeal Docket #20). It took revolving Counsel until 10/16/13 to Identify their own client. **Pro se Fontaine had to file a Motion just to know on whose behalf Counsel was lying.**

On Sept 2, 2008 Fontaine filed suit in Barnstable Superior Court, claiming Mass 93a violations including fraudulent inducement and unfair business practices, breach of contract and other causes of action. He sought recession of the fraudulent 10/31/02 transaction, return of his domain assets, and damages.

On May 2, 2012, the Barnstable Court issued a 16 page Dismissal Order, granting Summary Judgment to CCT. Fully HALF of the pages in the decision refer to the "fact" CCT Conceived of "Bundling" advertising in "early 2003", "After" the 2002 p&s. This key holding is completely erroneous, as the record shows, and CCT Counsel has since been forced to admit.

On July 10, 2012, Fontaine, through counsel, timely filed Appeal in Massachusetts Court of Appeals. His Counsel was allowed to withdraw his representation 7 days later, Appeal Docket #2. Fontaine received 7+ feet of case records, 5 years into litigation, and used every resource at his disposal to file his Brief.

On December 23, 2013, the Appeals Court affirmed the Barnstable Decision, erroneously holding that CCT's "Bundles Began in early 2003", hence they couldn't have been withheld from Fontaine in 2002.

On Jan 2, 2014 Fontaine petitioned the Appeals Court for a Re-hearing. Denied.

On Jan 10, 2014 Fontaine petitioned the Supreme Judicial Court for Further Appellate Review. Denied.

In 2014, Fontaine filed TWO (2) Rule 60b Motions with the Barnstable Court, claiming Fraud upon the Court by CCT's lawyers. Both of those Motions were Denied.

Counsel's response to that 2nd Motion included its own "*Motion Seeking Protection*" from Fontaine. That document, attached for reference, was replete with the very same, disproven, factual falsities that Counsel has been selling the courts for years.

Counsel's Motion's seeking to deny Fontaine access to a full and fair adjudication of the matter, exactly as they had in CCT's Summary Judgement affidavits years earlier, complains that Fontaine's

accusations against Counsel are placing an "undue burden on CCT and the Courts". Burden?

Fontaine cannot imagine a burden heavier than what Counsel's litigation misconduct forced him to confront. He wonders how much additional legal fees Nutter and H&K law firms "earned" from their rich client, due to their own litigation misconduct, and that of their client, as they worked in tandem to deceive the court, and literally defeat Fontaine.

The Courts should look at the record evidence, ascertain exactly who had lied to it, charge them to the fullest extent of the law, and rescind their license to steal!

Fontaine's filings remain consistent from day #1, even as he was "pro se", even as he provided specific references to the locations in the record that establish the false and frivolous assertions of Counsel.

Had the lawyers abided by their duty of candor towards the court, and told the truth, The court would have recognized CCT's 2002 Bundle Plan (scheme), and this matter could have resolved in My favor years ago (that would have been prior to being DX'd with my 2nd, 3rd and now 4th disease, itself a result of chemotherapy).

Fontaine is stunned at how casually counsel employed deceit.

"***We think, however, that it can be reasoned that a decision produced by fraud on the court is not in essence a decision at all, and never becomes final***". (U.S. Court of Appeals, Seventh Circuit - 387 F.2d.

I don't make claims I can't prove, and haven't. I don't need to.
There is already an abundance of evidence and affidavits on the record to prove in its entirety, the underlying fraud and the fraud upon the court by client and counsel alike.
I've got plenty of heretofore unspecified instances of fraud that is sitting right there in the record, hoping to point them out in trial.

If the lawyers considered the evidence instead of vouching for disproven evidence, advocating for a frivolous defense, they too would see the other serious crimes contained within the record.

***Did I mention we could have all gone home, and I tended to my cancers, on June 14, 2011, when CCT Lawyers admitted that the January 9, 2003 Bundle proposal had NOTHING to do with the conception of CCT's Bundles, and CCT's own document confirmed the 2002 Bundle scheme?**

But that would have left YEARS of legal fees on the table. And your client would undoubtedly pay ANYTHING they needed to extricate themselves from this disgusting conspiracy! **AIN'T GOING TO HAPPEN**!

This might be a good time to Remind You that the Top Management of the CCT, "Division of Ottaway Newspapers", was guilty of the crime,

exactly as I complained. And two law firms lied during the ownership tenure and on behalf of, Dow Jones, News Corp and Gatehouse Media?

Make me Whole and I'll go off and die in peace.
Make me look like an Asshole and I'll Vindicate the truth Myself.

*This Communication is no more of a threat than it is libel, to accurately quote the sworn affidavits of litigants and counsel, in a public judicial forum in the Commonwealth of Massachusetts.

I can't imagine a "Contempt of Court" that I could face that could come close to the Felony Perjury attributable to your affidavits.

Fontaine Exhibit 16, CCT's Recap of Revenue Share & Commissions shows I personally contributed $1,120,000 out of $1,087,000 Total Sales during the 4+ year deal. I was the ONLY sales person assigned to sell into the RE Portal directly, as the entire Print Sales Teams were instructed to sell exclusively through the Bundle on January 9, 2003, when CCT SECRETLY PRE-PLANNED to allocate 90% to Print. They were competing with me right out of the gate, and I didn't know it.

They had calculated in RE Merger – IN 2002 - that their "policy" pricing would result in a mere $52,500 getting to Internet during the sale from Bundles, of $525,000 in total Bundle sales.

THEN they used another sleight of hand fraud to change my job description, for the 4th time in 4 years, requiring that I help Print Teams sell Bundles. The Employment Contract, as detailed as it was, referred to the Job Description, and by retaining the right to amend the Description they effectively had stolen total control of the Employment Contract. Just as they had done to the Sales Contract.

They planned to contribute $52,500, while making $525,000. The $100,000 yearly "exclusion" was similarly ill gotten, as Meyer & Evans deposition say that "they had no history", "were just starting out".

Yet the 3 fraudsters had plans to implement the January 9, 2003 aspect of their conspiracy knowing the $4,310,000 Projection they would induce me with was as unrealistic as the January 9, 2003 Proposal.

They had fraudulently planned to do $1.3 under the pricing they would use, but gave me a $4.3 Proposal, when they knew THEY would contribute a mere $52,500. From "just starting out" to $1,000,000 a year.

The $525,000 was pure theft, the $450,000 "exclusion" was pure theft, the fake $4,310,000 projection was pure theft. They had me work at home from Nov 1 2002 until January 2003, couldn't find me a used computer, and couldn't get me an email setup.

A week later they pretend to invent "bundles" as if they were new.

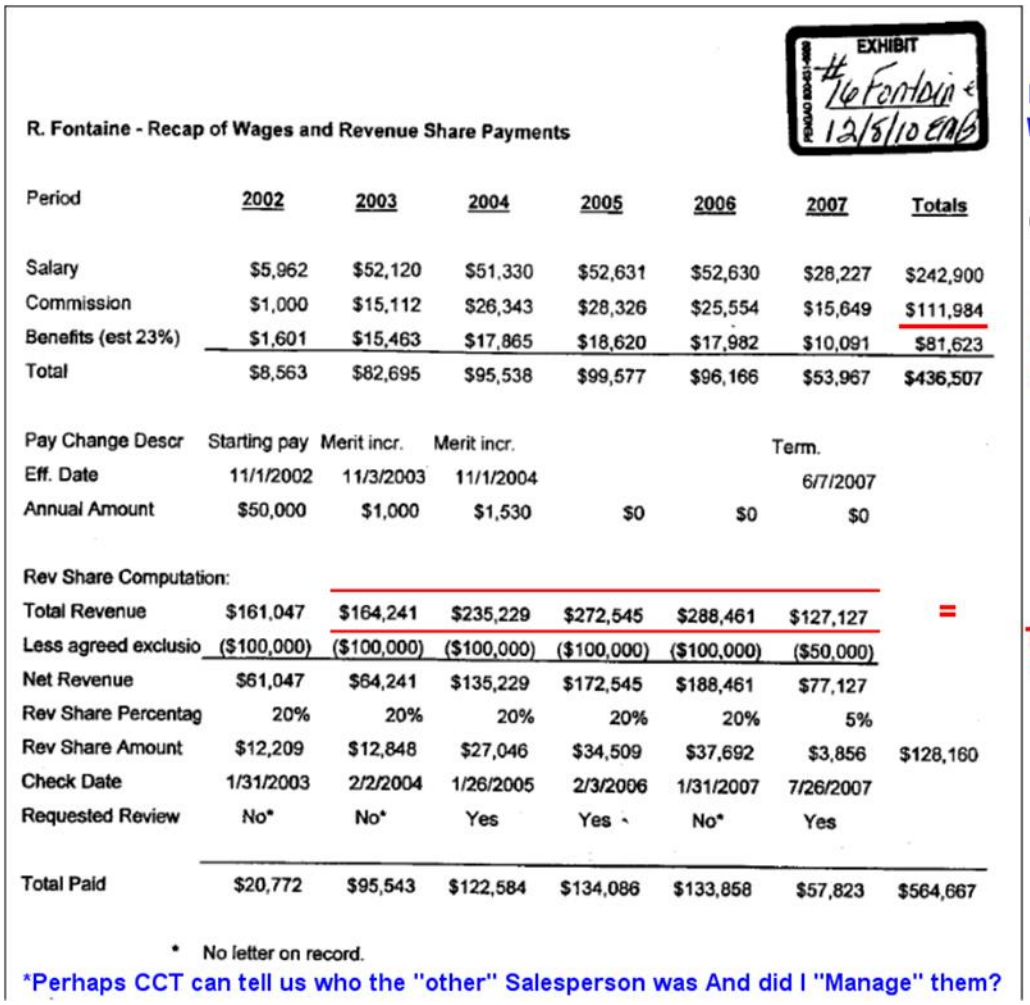


EXHIBIT #16 Fontaine 12/8/10 ENB

R. Fontaine - Recap of Wages and Revenue Share Payments

Period	2002	2003	2004	2005	2006	2007	Totals
Salary	$5,962	$52,120	$51,330	$52,631	$52,630	$28,227	$242,900
Commission	$1,000	$15,112	$26,343	$28,326	$25,554	$15,649	$111,984
Benefits (est 23%)	$1,601	$15,463	$17,865	$18,620	$17,982	$10,091	$81,623
Total	$8,563	$82,695	$95,538	$99,577	$96,166	$53,967	$436,507
Pay Change Descr	Starting pay	Merit incr.	Merit incr.			Term.	
Eff. Date	11/1/2002	11/3/2003	11/1/2004			6/7/2007	
Annual Amount	$50,000	$1,000	$1,530	$0	$0	$0	
Rev Share Computation:							
Total Revenue	$161,047	$164,241	$235,229	$272,545	$288,461	$127,127	=
Less agreed exclusio	($100,000)	($100,000)	($100,000)	($100,000)	($100,000)	($50,000)	
Net Revenue	$61,047	$64,241	$135,229	$172,545	$188,461	$77,127	
Rev Share Percentag	20%	20%	20%	20%	20%	5%	
Rev Share Amount	$12,209	$12,848	$27,046	$34,509	$37,692	$3,856	$128,160
Check Date	1/31/2003	2/2/2004	1/26/2005	2/3/2006	1/31/2007	7/26/2007	
Requested Review	No*	No*	Yes	Yes	No*	Yes	
Total Paid	$20,772	$95,543	$122,584	$134,086	$133,858	$57,823	$564,667

* No letter on record.

*Perhaps CCT can tell us who the "other" Salesperson was And did I "Manage" them?

I was a Manager? Was bad at sales?

Cape Cod Time's FACTS:

$111,948 in 10% Sale Commissions equals $1,119,480 in Sales.

We only did $1,087,603 Total sales during time I was there.

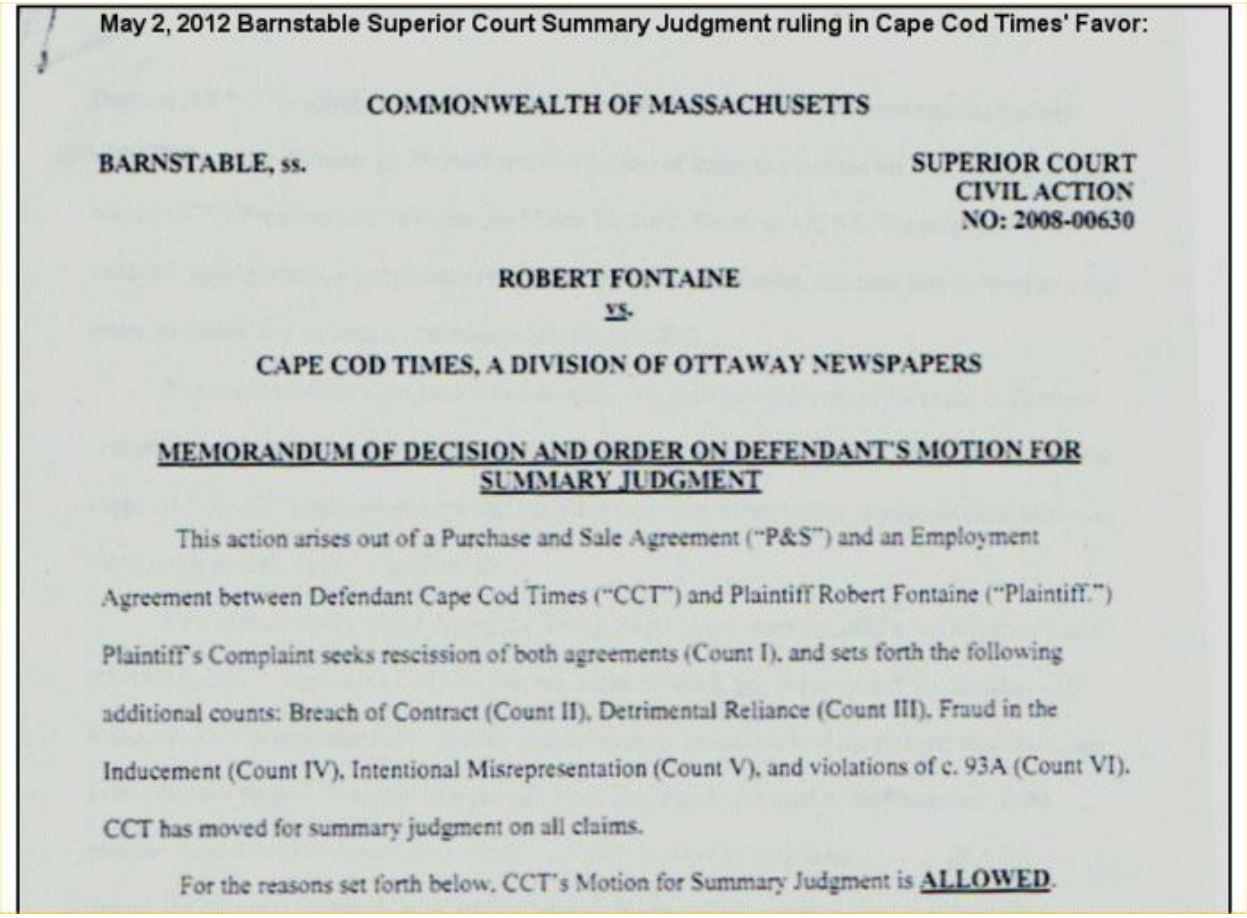
When I returned home after signing the p&s at CCT's offices on October 31, 2002, no attorneys present, as Kempf had advised, I found a large bouquet of flowers CCT had delivered for my wife.

So, as Meyer was stabbing me in the back, having me sign documents with terms he KNOWS they conceded two weeks earlier, he was sending flowers to my wife.

And as Manning was wishing me well with my pending 33 days of salvage radiation, after prostate cancer surgery had failed, she too stabbed me in the back on February 1, 2011.

Now, I've got plenty of other weapons of which your collective affidavits provide me with, related to the fraud, the cover-up and calculation of MY damages, and which I've kept in the quiver, anticipating the day to enlighten any of you before a jury.

Attorney Manning, the Barnstable 5/2/12 Summary Judgment Ruling described the specific charges I made against your very wealthy, very guilty Client:



May 2, 2012 Barnstable Superior Court Summary Judgment ruling in Cape Cod Times' Favor:

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

SUPERIOR COURT
CIVIL ACTION
NO: 2008-00630

ROBERT FONTAINE
vs.
CAPE COD TIMES, A DIVISION OF OTTAWAY NEWSPAPERS

MEMORANDUM OF DECISION AND ORDER ON DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

This action arises out of a Purchase and Sale Agreement ("P&S") and an Employment Agreement between Defendant Cape Cod Times ("CCT") and Plaintiff Robert Fontaine ("Plaintiff.") Plaintiff's Complaint seeks rescission of both agreements (Count I), and sets forth the following additional counts: Breach of Contract (Count II), Detrimental Reliance (Count III), Fraud in the Inducement (Count IV), Intentional Misrepresentation (Count V), and violations of c. 93A (Count VI). CCT has moved for summary judgment on all claims.

For the reasons set forth below, CCT's Motion for Summary Judgment is ALLOWED.

AND THE "*REASONS BELOW*" WERE EXPLICITLY RELIANT UPON JANUARY 9, 2003.

I trust that I have proven Each and Every Element of Each and Every Count, exactly as I have been swearing to since 2007.

If you need me to go further, I will.

Dow Jones CEO Andrew Langhoff Personally Signed Off on The Sale.
CCT Ad Manager Evans depositions mentions Langhoff's involvement in the 2002 negotiations & sale. Dow Jones issued the sale check direct.

I'd like to inquire of Mr. Langhoff if Meyer, Evans and Kempf provided him with the REAL 2002 $1,300,000 "RE Merger" plan with Bundles BEFORE the June 2002 Offer?

Or was he too given the $4,310,000 projection (AFTER DJ/CCT made the offer), and then told the little newspaper had innocently thought up a new Advertising Model on January 9, 2003? "Bundling" **I doubt it.**

I don't know if CCT Attorney Richard Dalton was complicit in the altering of the p&s after creating the Oct 16 2002 Draft, which I still have. But I do know that CCT had reinserted a key term ***"But Not Limited To"*** back into the p&s, which they had reluctantly conceded exactly two weeks prior to closing, and which mysteriously reappears in the middle of litigation?

And CCT and Counsel litigated as if it was a term they negotiated?

CCT controlled the moving document, the draft p&s amendments. And Kempf had always indicted he was waiting for Dalton to make changes, we had agreed to them. The Lawyer was Making All Changes to the p&s.

I am CERTAIN that CCT Attorney Dalton can tell us HOW "But Not Limited To" made its way BACK into the signed p&s, immediately after Dalton had removed it? Perhaps Fontaine was just being generous?

He can tell us if CCT advised him to make that change within the final 2 weeks before closing, reinserting "But Not Limited To". He can tell us if he had ANY communication whatsoever with CCT AFTER the October 16 02 draft p&s, regarding "But Not Limited To", or ANY other change?

He May even explain that it was an innocent typo. **But I doubt it.** Dalton was given a Copy of this altered p&s. It will be interesting to see exactly who was involved in this aspect of the fraud?

CAPE COD TIMES

HOME NEWS SPORTS ENTERTAINMENT MEDIA BUSINESS OPINION LIFE

Tue, July 26, 2016 » OBITUARIES WEATHER THINGS TO DO CAPE SHARKS LOST TO ADDICTION CAPE WEBCAMS

NEWS NOW 1 weather: Sunny and hot ... Pokemon Go player alerts firefighters to late-night bl

Marstons Mills lawyer disbarred

Richard A. Dalton allegedly misused more than $22,000 from an estate whose beneficiaries he was representing.

Tweet 0

By Haven Orecchio-Egresitz
horecchio@capecodonline.com

Posted Apr. 3, 2015 @ 2:00 am

A Marstons Mills lawyer was disbarred Monday after allegedly misusing more than $22,000 from an estate whose beneficiaries he was representing, according to state Supreme Judicial Court documents.

In November 2012, Richard A. Dalton was appointed the personal representative to the estate of Charles Riley, whose primary asset was his home in Hyannis, according to the documents.

Riley's two daughters were each left 40 percent of the estate, with the remaining 20 percent to be divided among his granddaughters, the documents say.

Two months after being appointed, Dalton was suspended from practicing law for one year and a da because he falsified information in his personal bankruptcy files, according to court records.

Why is it that BOTH lawyers representing CCT in the fraudulent 2002 sale have had ethics issues related to dishonesty?

Why is it that BOTH law firms representing CCT in litigation in the Courts have filed affidavits of fact that are proven false?

AND YOU PEOPLE WANT TO PLACE MY CHARACTER AT ISSUE BEFORE THE COURTS?

CCT beat me up every way they could, for 4+ Years.

The harder I worked to benefit the deal, to generate revenue for OUR benefit, for MY sale price, the more Management worked to defeat me.

And I had no way of knowing it was all because of their fraudulent scheme to acquire my business at a fraction of its value.

ANYONE who views this record and believes that CCT's Bundles Began on January 9, 2003, has either been lied to, or is an idiot.

ANYONE who thinks CCT had the right to:
*Conceal their 2002-2006 Bundle Plan
*Alter the p&s "but not limited to"
*Hide $525,000 in Bundles
*Conceal the 90/10 Bundle Policy they intended to invoke
*Plan to do $1,300,000 while inducing me with $4,310,000
*Feign inventing Bundles immediately after the sale, Jan 9 03
*Alter financials to hide $73,000 in 2002 Bundle revenue
*Ignored due diligence, Ignored Discovery, Filed False financials
*Intentionally contrived an agreement that incentivized them to directly compete with me, in a Revenue Share based Contract, etc..
Needs additional ethics training.
Good Faith and Fair Dealing my ass!

I had filed a DOL FLSA overtime wage complaint regarding the thousands of after work hours I was required to work at home, after leaving my 37.5 at CCT. The US DOL that "the company considers him their RE manager, with supervision". I did 100% of the sales during the deal, my Employment Contract altered so that I was required to help print teams STEAL MY OWN MONEY, and they STILL found a loophole, and exclusion they could use. "Supervision" of course, was needed for the exemption.

I had filed a whistleblower complaint with Dow Jones as CCT was stealing 6 figures from CENTURY 21 Real Estate Franchises, and others. They required me to give Fake projections for this $180,000 proposed advertising contract. 6 months into my job, I didn't realize they 3 had used the EXACT same scam on ME in the sale.

And CCT used the same tricks of their trade, the same method of operation in securing the advertising contract as they had on me.

CCT had me continue to work from my Home/Office after the sale, running the entire business, until late December 2002, while they were trying to setup a company email, and clean up a used computer for me at CCT's Hyannis offices. They claimed.

On May 20, 2003 Meyer sends me, and all staff, a message from corporate, reminding us of ethical responsibilities:

From: "Meyer Peter" <pmeyer@capecodonline.com>
Date: 2003/05/20 Tue PM 03:36:54 CDT
To: <cct@capecodonline.com>
Subject: Note from Peter Kann regarding editorial integrity

"***Do unto others as you would have them do unto you." In short, if we wouldn't consider what's being done to us to be fair we ought not to do it to someone else***".

THE VERY NEXT DAY, May 21, 2002, Manager Kempf sends new employee Fontaine an advertising proposal he wants me to present to C21 Group.

"***Attached is our SMAD offer to C21. I won't be able to make this meeting tomorrow so I'm going to rely on you to present it. Give it a spin and see what you think. Then read my notes in this email. I will have some limited time to discuss tomorrow but am on deadline to produce a cost-cutting plan (that's right, you hear right, cost cutting!!) for the boss by 5PM.***"

This was a $168,000, 2 year proposal, which I am receiving at the end of the day, being asked to present it to 10 owners the following day. CCT started with "no history" in Internet Real Estate advertising, this one deal is for $168,000, and Kempf can't even make it?

How convenient. I find out after the appointment he went with Kate McMahon, who would take his position when he is promoted, to help her sell to a very minor Realtor advertiser. **They wanted ME to be the face of the fraudulent contract. Plausible deniability.**

CCT hadn't done $168,000 worth of this advertising in its history. Yet here is a single ad unit on a single web page, for $168,000, and they can't make it. They don't even had time to discuss it.

Fact is, it was MY traffic we were selling to MY advertisers, we just raised the rates after the sale, as agreed. I didn't need CCT!

He won't even have time to "***discuss it***", because he's on a "***cost-cutting plan***". So much for "***waiting for the deal to aggressively market and sell***" into the Real Estate Portal.

They had just acquired the largest Internet Real Estate Portal in New England, 140+ active Realtors, lenders, lawyers, renters and others, and instead of supporting the RS deal, they are cutting costs.

Perhaps if Internet got 90% of the revenue, since it WAS the sale in the Bundle equation, they would have invested in Internet Instead?

"***VERY IMPORTANT: I need you to support the 100k impressions / month baseline. Trust me, Bob, we will get there and quickly***" Kempf says.

Isn't it funny that CCT also invoked a "*100,000 Baseline*" component within OUR deal? BOTH of which actually represented nothing more than Kempf's "*early speculative projection on my part*".

I believe this establishes CCT's deceptive modus operandi.

CCT used "Baseline" as a means to steal the 100k "exclusion" in our deal, but I didn't realize it at this point, working 60+ hour weeks.

In this assignment CCT gives me, Kempf KNOWS I will resist "supporting" the false 100k "baseline". His statement shows HE knows 100k is not based on real, current traffic, but a future estimate.

Of course, Meyer would claim OUR "*Baseline was negotiated*" too.

Kempf Goes on to write "***no refunds or rebates they are sharing the risk - if the average impressions over the term is below 100k, they are actually paying more, but we believe it will be over***."

So while lying to the advertiser, in this $168,000, two year proposal, he doesn't want them to get refunds IF/WHEN they find out the 100k isn't going to happen. He sees THIS as them "***sharing the risk***".

If they don't get 100k, which they NEVER GOT in a single month, over what became a 48 Month Contract, "***they are actually paying more***".

And then the boss adds "***but we believe it will be over***", meaning I need to support the fact that 100k is legitimate, and sell it.

May 21, 2003 Fontaine's Reply to His Boss Robert Kempf: "***There were 6,800 Page views on ccre index last week. I'm not too keen on having my name on a document that tells this company there will be 50,000 page view for the month***". (Actually tells them 100,000)

May 22, 2003 Kempf to Me "***They are locking at that number. It's a "basis" number, an assumption if you will. It's a shared risk and makes them immune from price increases. If reality differs, so be it.***

"***REALITY DIFFERED***" **ALRIGHT – C21 WOULD NEVER GET 100K IN ANY MONTH.**
"***AN ASSUMPTION IF YOU WILL***" **– AS THEY CREATED A FALSE ASSUMPTION!**
"***IT'S A SHARED RISK***" **– WAS THE $4,310,000 PROJECTION A SHARED RISK?**

I go onto to explain that C21 are smart people, and they have a right under the deal to obtain the actual traffic figures each month.

May 22, 2003 Kempf to Me ***"Ah, I see what you mean about the May figures. I will change the language to reflect "anticipated" June page impressions."***

WOW, I'm trying to get CCT to be honest with C21 about the numbers, **and CCT is only concerned about making sure they can't be caught lying** about them. CCT placed MY name on the proposal, had ME present and sell it, and wanted the false statements to be attributable to ME!

The hollering that went on in Kempf's office was heard by 2 dozen sales staff outside the door, as Kempf ultimately said he would write me up if I didn't present the offer as CCT was instructing me.

June 19, 2003 Fontaine to Meyer Thinking I was doing the right thing, which Mr. Kann would have wanted, I go above my Manager's head, 6 months into my job, and I email President Meyer: "***There is a situation relating to the C21 Group that could potentially turn into a serious problem for the company***."

Meyer connects me with Evans, who has me meet with Kempf, where I was told that 'you need to be a team player". I ended up bringing it to HR where I was similarly cast aside as a problem. Little did I know that Meyer, Evans and Kempf had been so intimately involved in the underlying fraud that had yet to fully be exposed. CCT didn't even mention 90/10 Bundle 'Policy' to me until 2004!

June 30, 2003 Fontaine to Ad Manager Evans, as the numbers are not adding up: "***p.s. I respectfully disagree that his overcharge of C21 was unintentional. And will prove same if need be.".***

And so, I ultimately forced CCT to reduce the Monthly Charge to $3,000 from the $4,200, saving C21 $50,000 over what became a 4 year deal. But they STILL overpaid by $100,000, one overbilled month at a time.

The $50,000 I saved them reduced my 10% commission and 20% Revenue Share amount by $15,000. A $15,000 check I refused to "earn".

BUT I WOULD PAY FOR IT LATER!

Kempf's success at "earning" revenue bought him a promotion within Ottaway corporate. Evan's success bought her a Publishing position and her own newspaper. Meyer was placed in charge of a second newspaper.

AND I WAS LEFT TO EXPLAIN TO C21 AND OTHERS, HOUNDING ME AT HOME, WHY THEY WERE PAYING SO MUCH FOR SO LITTLE, WHEN THEY WERE PROMISED 1OOK!

I had the President of Mass Association of Realtors, and the President of the CC & Island Association of Realtors contacting me at home, asking me to explain, and correct the overcharges. Several were ready and willing to testify about this scam.

I've got the emails to document EVERYTHING.

My non-disclosure agreement prevented me from explaining to C21 they had been ripped off, just as I had. I couldn't tell them I had almost lost my job, 6 months in, fighting the three frauds who required me to give these fake traffic projections to these decent business owners.

And I couldn't show them all the emails I have that documents this entire series of discussions, Complaining to Kempf, then to Evans about Kempf, then to Meyer about Evans and Kempf. But I will.

Little did I realize the 3 had JUST USED the SAME Projection scam on me, and I was reporting the thieves' crimes to the crooks themselves.

But with Evans and Kempf long gone, Meyer more concerned about profit and his image than ethics or law, they left me to the hounds. The legal liability that I might have faced was not lost on me.

These C21 owners were my clients (and friends) before the sale, my name was forced onto the "Proposal", I was the salesperson, I made money from the agreement, and I was the only person left for these Realtors to look to for recourse. And CCT made sure "No Refunds".

And Meyer was nowhere to be found, he'd just as soon make it appear that I was the thief, when in reality, I had risked my employment in fighting the 3 CCT frauds, telling them I want no part of their scam.

I was actually hoping C21 would file suit, even if against me, so that I could clear my name. Instead, several of them agreed to testify in court on my behalf, until lawyers lied to the court and hijacked the case by, vouching for evidence that is PROVEN to be false, frivolous.

Perhaps they still can, or perhaps the company would like their former employee (me) to break down the overcharges each month, AGAIN, and the company can admit error and voluntarily reimburse C21 and 2 dozen other accounts, that were similarly, systematically, overcharged?

In January 2006 I was asked by the New internet Manager, Kate McMahon, to AGAIN lie to a client, a very NASTY client, and 1 of 200+ I had secured during my 60 hour weeks.

I left that meeting, a mess, and drove down the street to The Cape Cod Hospital Emergency Room, and was admitted overnight.

January 5, 2006. Cape Cod Times Human Resources Manager Leslie Terry writes in a document turned over via Discovery - She quotes Fontaine calling from the Cape Cod Hospital Emergency Room:

"***reason for stress attack" was because of a conversation w/Kate went into ******** about not wanting to lie about things to a customer***".
"***Doesn't care if we don't pay him at this point, just wants to live***"

Imagine that, 3 years after fighting top CCT management over refusing to deceive clients with false projections, they asked me to lie again.

I want you to take a look at the letter CCT gave me weeks later, upon my return to work, of which their Comp Carrier paid. I'll save the details of that ugly experience, including the retaliation that took place upon my return to work, for the book and a judge and jury!

Suffice is to say I can break down EVERY point made by CCT in this letter, which discovery shows was actually created by Meyer, and given to me in a meeting with him and new Internet Manager McMahon, whom I had accused of asking me to lie to the advertisers.

I think my favorite part is being admonished because I didn't call McMahon enough while I was out having stress tests, blood work and medical treatment for my injuries, which she caused. I have cataloged & itemized 10 different contacts I had with HR.

Ask yourself if retaliatory letter and described meeting sounds as if Meyer was concerned about my health, or in the $100,000 C21 was overcharged, or about CCT deceiving clients for profit?

"***OUR FIRST CONCERN IS YOUR HEALTH***" Give me a Break!
YOU put me in the hospital, you made ME culpable for YOUR Fraud.

I yearn to get any one of them before a judge and jury so we can go over this document, item by sick item, given to an employee immediately upon his return from work related stress.

"***You do not appear to be pleased to be working at the Times. You dwell on problems from the past…***"

Another words, don't complain that we Bundle 90/10 and set you up to steal your business, unless you don't care to work here any longer. And STOP emailing us about C21 being overcharged due to our fraud.

And they Blame ME when Realtors contact me at Home to complain, local business leaders thinking I've cheated them. Sure to create a record of my unethical insubordination. ALL TO COVER THEIR OWN FRAUD.

MY emails to management show that **I repeatedly, continually**, informed CCT that their false traffic projections were resulting in dozens of advertisers being grossly overcharged on a monthly basis.

The retaliation letter Meyer & McMahon forced fed me in the Executive Offices, upon my return to work weeks later, nearly resulted in my having to rush down the street back to Cape Cod Hospital.

February 2, 2006

Dear Bob,

I thought it best to confirm here elements of our discussion with Peter on Monday, January 23 and during subsequent meetings between the two of us in the past week. I would like to be sure we have clarity on key issues discussed during these meetings and that you understand your job expectations surrounding these and other issues discussed.

Your health is of first concern and we are pleased that you received an okay to return to work. You attributed your recent health issues in part to stress caused by work following you home and operational issues while here. To help relieve your work at home, I expect you to smoothly transition customers currently sending email or mail to your personal addresses to the Cape Cod Times. As you know, this was the original plan. We have discussed better utilizing the online sales coordinator to: update the capecodrealestate.com and the capecodrental.com database. Decreased service levels may be necessary; turn around time on updates may increase from a couple of days to a few days. However, it is a small trade- off for increased sales time and less intervention from you. It is difficult for me to protect you from operational stress. As you know, the Internet business is fast-paced and complicated. I encourage you to prioritize issues and work toward solutions as best you can.

We discussed your job description which is attached. I believe it clearly outlines the expectations of your position. Please let me know if you need additional clarity.

We talked about a few issues that are bit disconcerting to me:

1) While searching for customer information on your work desktop, I saw an inappropriate folder having to do with business interests outside Cape Cod Times. You explained that the "termsofuse.com" folder was there because you needed to print a few documents due to printer problems at home. I ask that you please refrain from conducting outside business while at work.

2) You do not appear pleased to be working at the Times. You dwell on problems of the past, taking up too much time rehashing old issues from years past. You seem unable to sustain in the most routine of tasks such as submitting insertion orders to the business office. I mentioned it to you on Friday because your behavior was of one overwhelmed or disquieted by the process even though it has been in place well over a year. You are quick to become exasperated in the face of what I consider typical operational challenges. Frankly, you are difficult to work with because you focus on problems; not evenly managing internal resources with perceived or real customer complaints. Your broad use of "they" when referring to the Cape Cod Times is another reason to lead me to believe you aren't satisfied or completely vested in your position at the Times. At your position level, I expect you to recognize hurdles, but to also present solutions to those problems. While our work is challenging, I need you to adopt a can-do attitude and help accomplish our department goals.

3) You pressed for an absolute, set work schedule, but we both know your position demands flexibility and self-direction to achieve our objectives. For example, your job calls for participation in professional and community events to network with customers. It is impossible to build a set schedule around these needs. I expect you to remain flexible and effectively accomplish your work in a self-directed fashion while being responsive to team needs.

4) You provided very little feedback to me about your condition while you were out for health reasons. Our team is small and requires open, clear and concise communications to assure high levels of efficiency. Please work to keep communication lines open regarding important matters.

Bob, I hope we can move forward in a constructive, positive and energetic fashion to accomplish our department goals in 2006. Please let me know if you have questions or require further clarification.

Sincerely,

Kate McMahon

"My signature below indicates that I have read and discussed the information above and I understand what is expected of me. My signature does not necessarily mean that I agree with everything.

Robert Fontaine 2/2/06 Date

But CCT wasn't done messing with me and my family yet!

April 3, 2006, 2 months after my hospitalization, I ask CCT Controller Dave Hundt about the Print/Bundle as it relates to my 2005 Revenue

Share Payment. Yet Even into 2006, as I was STILL trying to understand CCT's accounting, which couldn't happen because they were lying, CCT was shoving the fact they stole the entire consideration in my face:

> From: David Hundt [mailto:dhundt@capecodonline.com] > Sent: Monday, April 03, 2006 2:54 PM > To: Bob Fontaine > Subject: Reply to Your Letter >

Bob -

"I have reviewed your letter dated March 25, 2006 regarding the revenue share agreement and your concerns about the portion of revenue transferred to the Internet business from the CCRE.com print publication. Looking at your analysis, I see you have spent some time looking at this situation, and are questioning the 10% allocation of the monthly ad billing for the CCRE.com Book as revenue to the Internet side of the business. While I am happy to discuss the merits of our pricing and revenue allocation strategies, please understand that Cape Cod Times management has the right to price all products as they see fit. With that said, I believe the logic for the CCRE.com book revenue allocation is still sound since, in my opinion, it remains primarily a print product with almost all of the product's direct costs tied to the printing and distribution the book. I think you will agree that the majority of Cape Cod real estate offices are looking to expand their presence on the Web, not in print. Fortunately, most choose to contact you so they can be listed on CCRE.com, the leading real estate site on the Cape. I hope this explanation helps. If you have any additional questions or wish to discuss this matter in more depth, please don't hesitate to contact me. Dave Hundt (Cct Controller).

They can only say this because they reinserted "*But Not limited To*" into the agreement, as well as all the other moves so documented! THEY CONCEDED THE RIGHT TO CONSIDER COST!

And Meyer's claim they started Bundling to make money for Internet is exposed as the joke that it is, when we know he was hiding a plan to send 90% of Internet's Money (Mine) to print! "*I think you will agree that the majority of Cape Cod real estate offices are looking to expand their presence on the Web, not in print*." As CCT planned to contribute a measly $53,000 to Internet Department, then gives me a $4,3100,00 Projection in it's place! THIEVES! And CCT wasn't happy unless they could rub it in my face "*Fortunately, most choose to contact you so they can be listed on CCRE.com, the leading real estate site on the Cape*".

My business they had stolen! 3 Months prior I was in CC Hospital, admitted overnight with work related stress, asked to lie to clients.

I'm not surprised CCT didn't want Controller Hundt to have to discuss ACTUAL revenue Numbers, because he'd have to disclose the $73,000 in 2002 Bundles CCT continues to hide.

Docket Entry Details for Docket: BACV2008-00630

No.	Docket Entry:
1	Motion (P#19) Due to the pending Rule 56 motion, the trial is
2	continued generally. Discovery is extended to allow for the
3	deposition of David Hundt. No further action is taken by the Court at
4	this time, without prejudice to further review and possibly sanctions
5	if Mr. Hundt fails to appear for his deposition (Robert C. Rufo,
6	Justice). Notices mailed 7/7/2011 to KML, SHM, GPK, MLM

And I'm not surprised CCT felt that they could price as they "see fit", with no concern about OUR contract, being that they secreted the controlling term "***But Not Limited To***" back into the p&s on October 16, 2002.

And I'm not surprised that the RE Book Bundle they were hiding until January 9, 2003 was NOT the reason folks bought the Bundle Dave, you're right!

BUT I AM SURPRISED that the Appeals Court was deceived into thinking that 90% of the value from Bundles was Print.

B. Bundle sales. Summary judgment appropriately was granted to CCTimes on the plaintiff's claim that it breached the contract by bundling Internet and print advertising at a reduced rate. The agreement specifically provides that in calculating the plaintiff's net Internet revenue share, "discounts" will be deducted from the gross revenue. In addition, the plaintiff concedes that no provision prohibits CCTimes from bundling print and Internet advertising. Whether Internet advertising was discounted individually or in combination with print advertising is irrelevant given that CCTimes reserved the general right to discount rates. [FN3] A

Where, as here, the plaintiff failed to negotiate a minimum price for Internet advertising, the agreement specifically allows discounts, the plaintiff was aware of the potential issues arising from combined sales, and nothing in the agreement prevents CCTimes from bundling print and Internet advertising or services, CCTimes's decision to bundle the products and sell them at a discount did not violate the agreement.

In addition, the record does not demonstrate that the ninety percent/ten percent allocation of revenue from bundle sales did not reflect true value. Equally fatal to the plaintiff's claim, the record also does not reflect that the plaintiff pursued the contractually-prescribed avenue for challenging the allocation. The agreement provides that the plaintiff's right to object to the amount of his net Internet revenue share "shall be deemed waived if he either fails to give notice to CCTimes of his objection, if any, . . . within thirty (30) days of his access to such books of account, or fails to provide reasonable notice to CCTimes requesting access to such information." So far as the record before us reveals, the plaintiff made no objection to the amount of his net Internet revenue share during the course of the contract as required. B

Other claims. We agree with the judge that while it may be true that the plaintiff could have earned a higher commission with more staff support, there was no promise of any particular level of support in his employment agreement. We discern no error, therefore, in granting summary judgment on his claim of breach of his employment agreement. In addition, we discern no error in the judge's disposition of the plaintiff's G. L. c. 93A claim.

Judgment affirmed.

Trust me your Honors, CCT's flimsy handout, combined with their nonexistent web traffic, wash languishing LONG before the 2002

p&s. As Hundt admits, and as the advertisers proved with their wallets, the "Value" of the Bundle was MY websites.

AND IF CCT WANTED TO EXCLUDE 90% OF BUNDLES, THEY SHOULD HAVE NEGOTIATED THE RIGHT TO DO SO, INSTEAD OF STEALING IT!

AnatomyofaFraud.com won't be completed by the time your receive this, but that will be the venue where I work on my story in preparation for the publication of my remarkable experiences. I expect it to be written by people much wiser than myself. I expect it to be seen by many, and acted upon by those who have the ability to end my ordeal with a signature.

And THEN those affiants whose sworn statements are shown to be truly "**bald**", criminally false, can explain their actions to a Court of Law.

And I will be able to finally prove to my wife and children that the effort, expenses, pain, and distress that has permeated our home since 2002 was not because I was greedy. **That my claims were NOT bald.**

If you insist on stealing justice and wealth from my family, ignoring the reality of the evidence, of your own sworn statements, instead of acknowledging your mistakes, suit yourselves. I'd go with pinstripes.

Come after me and attempt to silence me as you did in Summary Judgment on 2/1/11. But ANY litigation that forces you to confront and explain your affidavits will not end well for you.

Meyer's affidavit backing the Planted "early 2003" evidence is effectively shown to be false by his company's own records (RE Merger), by Ad Manager Evans, by Internet Manager Kempf, by the Nutter lawyer who admitted 2002 Bundles on 6/14/11, and by H&K's Mitchell in 2014, saying Bundles were "disclosed" in 2002.

Attorney Manning's 2/1/11 affidavit backing January 9, 2003 Bundle evidence is shown to be false by CCT's records, Evans, Kempf, her CoCounsel, and successor counsel Holland & Knight.

Attorney Mitchell's affidavit(s) backing the Planted January 9, 2003 Bundle evidence is shown to be false by CCT's records, Evans, Kempf, the 6/14/11 Nutter lawyer, and even HIMSELF.

Barnstable Superior Court, Mass Court of Appeals, the Mass SJC and the Office of Mass Bar Counsel Have ALL Relied upon and Accepted the January 9, 2003 evidence as true and determinative.

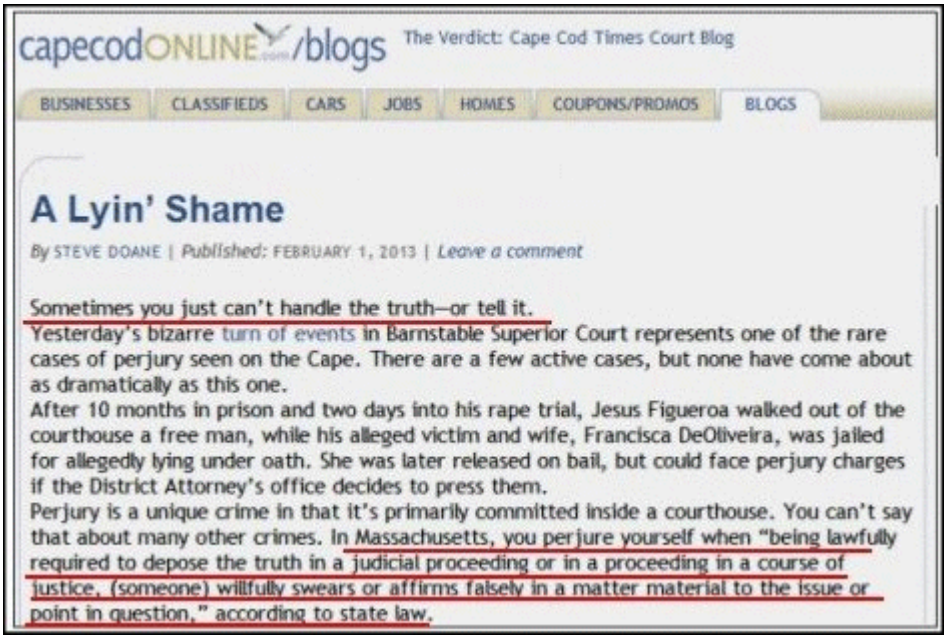
BUT YOU'VE PLACED YOURSELVES IN A POSITION WHEREBY ANY ANSWER THAT ANY OF YOU ATTEMPT TO GIVE A COURT OF LAW AT THIS POINT IS CONTRADICTED BY THE SWORN AFFIDAVITS OF BOTH CLIENT & COCOUNSEL.

Or wait until I make it a fair fight. **You'll lose a fair fight**! If you force me to find recourse in the court of public opinion, I will. **Your client has made fortunes doing the same to others**!

For Instance, on February 1, 2013, exactly 2 years to the day from CCT's February 1, 2011 Memo in Support of Summary Judgment, which backed without equivocation, the FAKE January 9, 2003 Bundle evidence, Cape Cod Times published a story about Perjury:

"***Sometimes you can't handle the truth, or tell it***"

"***Yesterday's bizarre turn of events in Barnstable Superior Court represents one of the rare cases of perjury seen on the Cape. There are a few active cases, but none of come about as dramatically as this one***"…. **Just Wait CCT!**



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A Lyin' Shame

By STEVE DOANE | Published: FEBRUARY 1, 2013 | Leave a comment

Sometimes you just can't handle the truth—or tell it.
Yesterday's bizarre turn of events in Barnstable Superior Court represents one of the rare cases of perjury seen on the Cape. There are a few active cases, but none have come about as dramatically as this one.
After 10 months in prison and two days into his rape trial, Jesus Figueroa walked out of the courthouse a free man, while his alleged victim and wife, Francisca DeOliveira, was jailed for allegedly lying under oath. She was later released on bail, but could face perjury charges if the District Attorney's office decides to press them.
Perjury is a unique crime in that it's primarily committed inside a courthouse. You can't say that about many other crimes. In Massachusetts, you perjure yourself when "being lawfully required to depose the truth in a judicial proceeding or in a proceeding in a course of justice, (someone) willfully swears or affirms falsely in a matter material to the issue or point in question," according to state law.

I'm going tell my story, so as to provide your media client an even more dramatic and compelling case of perjury in Barnstable Superior Court of which to publish. Fraud, hypocrisy, irony, greed and evil.

The Barnstable Court trusted Counsel's substantiation of the Planted Jan 9, 03 Bundle conception Evidence, finding on May 2, 2012:

"In sum, Plaintiff has not offered evidence that the topics allegedly misrepresented to him were even contemplated by CCT at the time the P&S was executed, much less actively concealed from him.

Rather, plaintiff admits that bundling was not discussed during negotiations, and the record reflects this concept was not formally proposed until January 2003".

I don't think 4 Judges will appreciate being deceived by ALL of you!

"***Bald***" **Counselor?** The only thing "bald" attributable to me is from the chemotherapy ripping through my body, and the Vitiligo racing up the parts of my body that are not already scar tissue. **Shame on you!**

PLEASE TELL ME I'M WRONG, PLEASE explain to my how the Court agreed with your statements "***substantiated evidence established***" that CCT Had Not "***planned***", "***introduced***", "***hatched***", "***developed***", "***conceived***" and "***begun***" Bundling, until innocently conceiving them on January 9, 2003, 70 days ***AFTER*** p&s, in order to Help Internet sales, by excluding 90%?

Attorney Mitchell wrote in his 2013 Appellate Brief that "***The Real Estate Merger Analysis makes no reference to any bundled products***" – "***it had nothing to do with bundled products".*** **ELEVEN YEARS after CCT created this Fraudulent Blue Print, and the lazy Lawyer hadn't even bothered to look at the Smoking Gun? And the Court STILL believed him!**

Worse Yet, Nutter McClennen & Fish convinced Barnstable to hold that:

"***In sum, Plaintiff has not offered evidence that the topics allegedly misrepresented to him were even contemplated by CCT at the time the P&S was executed, much less actively concealed from him. Rather, plaintiff admits that bundling was not discussed during negotiations, and the record reflects this concept was not formally proposed until January 2003***".

"***the record does not support Plaintiffs allegation that CCT executives had expressed or implemented bundle advertising, prior to 2002. To the contrary, the record reflects that Robert Kempf did not propose the concept until January 2003***". (Court meant "prior to 2003").

"***Indeed, Plaintiff's own allegations confirm that Bundling was never discussed during negotiations***".

But listen to what Holland & Knight told the Appeals Court in 2013 about the 2002 Smoking Gun, **BEFORE** Mitchell realized he had screwed up, and the 2002 RE Merger indeed counts $525,000 in Bundles CCT planned for this sale. $73,000 worth of 2002 Bundles BEFORE Jan 2003:

"***More fundamentally, the "Real Estate Merger Analysis" was fully disclosed and provided to Fontaine during the negotiations. Therefore, Fontaine's argument that information contained in this document was somehow hidden from his is specious***".

So Nutter McClennen & Fish had to convince Barnstable that Bundles were "NEVER discussed" during negotiations, because you had sworn Bundles weren't even conceived until January 9, 2003.

But you folks are highly compensated and experienced lawyers, you did better than that, you convinced Barnstable that CCT hadn't even "***contemplated***" Bundles until January 9, 2003.

But Holland & Knight faced a different challenge, They had to convince the Appeals Court Panel that the Bundle document had been "fully disclosed and presented during negotiations".

I placed RE Merger atop my Appeal Brief, and it lists $73,000 in 2002 Bundles that CCT had secretly counted. So Mitchell must have gotten ill when he realized he had been backing Jan 9, 2003 Bundles for years, but had missed the Key part of RE Merger, "Bundles"!

It's too bad the courts trusted the lawyers, over the lawyers.
Not to mention the record, the affidavits and the Company itself.

So CCT, Counsel, simply correct the record as you are required to do, and allow the court(s) that relied on your false statements to decide the appropriate sanctions, for your client and yourselves.

You underestimate me at your own peril. Many of you have substantial legal culpability. I'm tired of fighting. But I won't quit. If you don't care to settle, you all better hope that cancer wins, soon.

You could explain away a half dozen key items of evidence (in theory, in reality you cant), and STILL be left with damning evidence of the underlying crime and litigation fraud, individually and collectively.

I've spent thousands of hours contemplating how that testimony will work. Manning and Meyer back the "early 2003", January 9 Bundle story. Meyer didn't know in 8/23/10 Deposition, but Manning was unequivocal on 2/1/11. Manning alone vouches for the document itself, Font Exh 19.

A different Nutter lawyer admitted on 6/14/11 that CCT's own document (RE Merger) established that CCT expected $7,300 in 2002 Bundle revenue to be allocated to their internet Department, $52,500 for 2002-2006, the term of the proposed Revenue Share based sale.

The undisclosed 90%/10% policy means CCT expected $73,000 in Bundle revenue for 2002, and $525,000 for 2002-2006. Cape Cod Times has yet to account for that money that the p&s, and the Court required! The document counting $525,000 in Bundles CCT planned in 2002, is named after my business. It is a description of their planned scam.

In 2010 depositions Evans and Kempf had no problem swearing Bundles were in place by 2002. Meyer still allowing the "I don't know" answer to stand. We haven't heard the client say January 9, 2003.

So, Miss Manning, Kempf and Evans admitted 2002 Bundles, RE Merger calculated 2002 Bundles, your co-counsel admitted 2002 Bundles, Mitchell says Bundles were "disclosed and presented" in 2002.

And the one executive who could actually account for the money Cape Cod Times was systematically stealing from me, Controller Hundt, was made unavailable for deposition, under the threat of sanctions.

So what in the world is Nutter McClennen & Fish doing, going into US First District Court, going into Barnstable Superior Court (6 months after Kempf & Evans admitted 2002 Bundles, and Meyer Didn't know), or Holland & Knight going into the Appeals Court of Massachusetts, and allowing the Mass SJC, then Barnstable and finally even the Mass Bar, to rely on false evidence?

Do we know which set of Books Meyer looked at when assuring the court that Bundles began in "early 2003"? When he didn't know in Aug 2010? Can I see them? Perhaps we will read of this someday in the CCT.

CCT's portrayed me as "Difficult" employee, who was not very good at Sales – Demeaning MY Character to Hide THEIR Fraud!

I'd be remiss if I didn't clarify that for the reading Public:

If you recall, I had complained to and about Kempf, Meyer and Evans in the C21 Scam. I went to the ER based on McMahon's lie.

Before Evans left for her promotion to Publish, Before Kempf left for His promotion in Ottaway, Meyer and CCT held a grand party for each in the executive offices.

Kempf was allowed to spend his last two days cleaning out his computer hard drive, with the help of the IT Head, and carried countless boxes of records to his car in front of the Hyannis Main Street Offices, while 2 dozen of us sat and watched. **The folks accused of fraud allowed to take whatever evidence and property they wanted.**

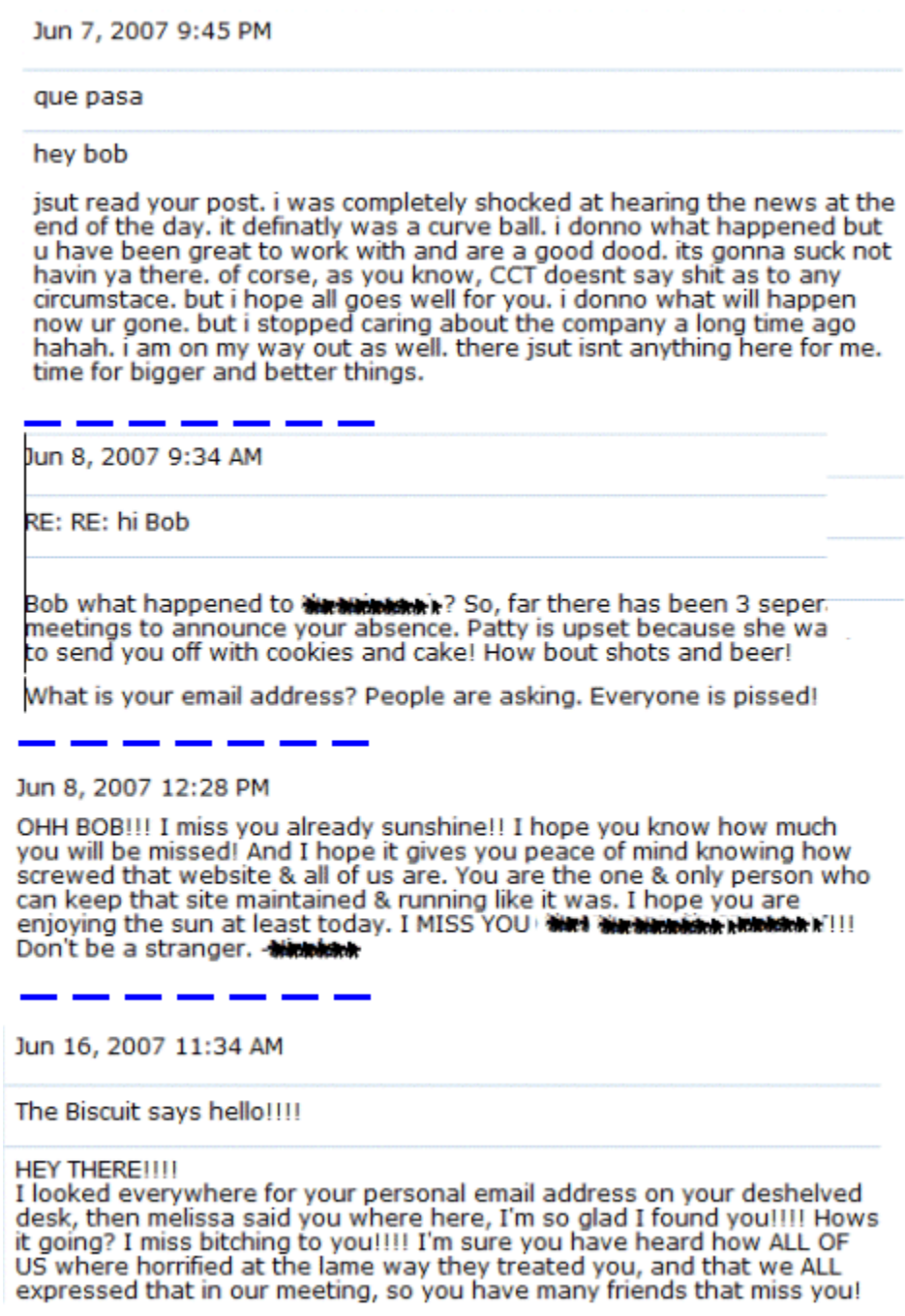
So when the record fails to show CCT's $73,000 in 2002 Real Estate Bundles, **we know why.** Same reason CCT refused to let Hundt testify.

My last day at work was in June 2007, my employment "contract" went to July. I was treating an advertiser to lunch across the street from CCT. I return to CCT as McMahon says Meyer wants to see us upstairs.

We go up to the executive officers and Meyer already has my departing letter and paychecks printed and issued. He reminds me of my non-compete agreement, and plans to walk me out the back door.

I explained to him that my keys were at my front office desk downstairs, and he and McMahon stand over me as I retrieve them, and walked me out the front door. Where Meyer followed and words were exchanged. My 2 dozen coworkers were as stunned as I was.

I returned home to tell my wife the bad news and I started receiving the following messages, sent to me by my coworkers, those who I actually worked with and For, UNLIKE those who were committing fraud and found it beneficial to tear my character down for profit!:



Jun 7, 2007 9:45 PM

que pasa

hey bob

jsut read your post. i was completely shocked at hearing the news at the end of the day. it definatly was a curve ball. i donno what happened but u have been great to work with and are a good dood. its gonna suck not havin ya there. of corse, as you know, CCT doesnt say shit as to any circumstace. but i hope all goes well for you. i donno what will happen now ur gone. but i stopped caring about the company a long time ago hahah. i am on my way out as well. there jsut isnt anything here for me. time for bigger and better things.

Jun 8, 2007 9:34 AM

RE: RE: hi Bob

Bob what happened to [redacted]? So, far there has been 3 seper meetings to announce your absence. Patty is upset because she wa to send you off with cookies and cake! How bout shots and beer!

What is your email address? People are asking. Everyone is pissed!

Jun 8, 2007 12:28 PM

OHH BOB!!! I miss you already sunshine!! I hope you know how much you will be missed! And I hope it gives you peace of mind knowing how screwed that website & all of us are. You are the one & only person who can keep that site maintained & running like it was. I hope you are enjoying the sun at least today. I MISS YOU [redacted]!!! Don't be a stranger. [redacted]

Jun 16, 2007 11:34 AM

The Biscuit says hello!!!!

HEY THERE!!!!
I looked everywhere for your personal email address on your deshelved desk, then melissa said you where here, I'm so glad I found you!!!! Hows it going? I miss bitching to you!!!! I'm sure you have heard how ALL OF US where horrified at the lame way they treated you, and that we ALL expressed that in our meeting, so you have many friends that miss you!

So the Next time you frauds want to attack MY Character, in my job or in the Courts, you better find someone with LESS character, because I WILL NOT LET YOU GET AWAY WITH IT! I am Dying to get into a Courtroom!

In the end, Miss Manning, Cape Cod Times, I told the truth, I didn't do anything wrong and I didn't deserve what has been done to me. Money doesn't mean a whole lot to me at this point, but providing security for my family, which YOU have stolen from us, means the world.

Interestingly, and of potential benefit to several of you, since there are no active lawsuits or outstanding complaints with the Bar, I think you can legally consider this an attempt at settlement, and not a quid pro quo in exchange for me dropping a complaint. And settle.

You might want to consider it.

NM&F swears Bundles Began in 03, H&K swears they were Disclosed in 02. CCT's Records & Affidavits Prove that CCT and Both Firms have Lied.

If you prefer, on the other hand, to personally pay the price for your obscenely wealthy client's crimes, sit back and do nothing. And I'll get to them after exposing you, legally. **I REFUSE to remain a Victim!**

I will be between Dana Farber and Memorial Sloan Kettering this month. Should you send me, or should you convince the Court to send me, Legal Notice of any kind, consider yourself informed of same.

Do you know how many years it has taken, how much research and effort was spent, to personally reconstruct this elaborately concocted fraud? Dozens of filings taking months each to prepare, consuming every day of my complicated life, 10 feet of records, 3 different Courts, 3 wealthy owners, two experienced law firms, tens of thousands of words.

I was forced to Appeal that illegitimate 2012 Barnstable Summary Judgment Ruling, pro se, with DAYS remaining for the deadline to file a complicated legal brief, 5 years into litigation, case documents in my home piled taller than myself, on the days I was able to stand.

So I don't know how to give up anymore. It's not optional. I refuse. I remember that you wished me well on my pending 33 days of salvage radiation treatment after you deposed me. Then you went into court on 2/1/11 and stabbed me in the back, just as your client had before you.

Under any statute of limitations, Mitchell's 2014 affidavits are ripe.

Respectfully, reasonably, but not with unlimited patience:

_____

Robert Fontaine
30 Skyline Drive
West Yarmouth Massachusetts 02673