

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

COMPUTER MANAGEMENT	:	
CONSULTANTS, Inc., a Florida corporation,	:	
Plaintiff,	:	04 04290
v.	:	Case No.
	:	Division:
COMPUTER INFORMATION	:	
SPECIALIST, Inc.,	:	
a foreign corporation, and	:	
Michele Dyson, an individual,	:	DIVISION H
Defendants.	:	

COMPLAINT

Plaintiff, Computer Management Consultants, Inc. ("CMC"), a Florida corporation, by and through its undersigned counsel, sues Defendants, Computer Information Specialist, Inc. ("CIS "), a foreign corporation, and Michele Dyson, an individual, and states as follows:

General Allegations

1. Plaintiff, CMC is a corporation organized and existing under the laws of the State of Florida, having its principal place of business in Hillsborough County, Florida.
2. Defendant, CIS, is a foreign corporation and conducts business in the State of Florida.
3. Defendant Michele Dyson is an individual who, upon information and belief, resides in the State of Maryland.
4. The defendant, CIS, is subject to the jurisdiction of this court because CIS breached a contract by failing to perform acts required by the contract to be performed

in Florida. Additionally, defendant CIS and defendant Dyson are subject to the jurisdiction of this Court because they committed tortious acts with the State of Florida.

5. Venue is appropriate in Hillsborough County because Hillsborough County is the place where the causes of action alleged herein accrued.

6. CMC was the owner and developer of certain software ("the logistical software") designed to be utilized in large-scale applications to track materials, inventory, and the like, and provide reports and visibility for the user of the software. In connection with its ownership and marketing of this logistical software, CMC negotiated with CIS to bid on various jobs and develop a marketing approach to expand the relationship to their respective mutual benefit. At all times, Dyson negotiated on behalf of CIS.

7. After months of working together to develop bids for various projects, CIS and Dyson approached CMC and requested that CMC sell the source code and object code for the logistical software so that CIS might modify the software for its own purposes and own property rights to such modified software and any derivatives thereof. Although CMC was disappointed with this turn of events, CMC did enter into negotiations with CIS to effectuate such a limited sale of the source code and object code for the logistical software.

8. In recognition that CIS needed to procure the source code and object code immediately to move forward on various projects, CMC provided the source code and object code to CIS while the parties negotiated the terms of payment for same. Moreover, as part of the facilitation of the sale, CMC, through its Jacksonville, Florida operations, assisted the programmers working with CIS in unbundling the code and modified product to facilitate the specific needs of CIS. For example, in September,

2003, CMC personnel worked with CIS personnel to develop installation instructions, documentation for the software, and a data dictionary for the software database.

9. From August through December, 2003, CMC worked to deliver and modify the software for the particular needs of CIS. At the same time, the parties negotiated on the terms of the sale, particularly payment. CIS agreed to pay \$250,000 to CMC for the source code and object code. However, CIS, and particularly Dyson, several times asked to change the payment terms, stretching payments for the product from six months to 10 months. Ultimately, CMC agreed that it would accept payments spread out over 10 months, at \$25,000 each month.

10. In December, 2003, CMC submitted its first invoice to CIS for payment of \$25,000. CIS paid this invoice, with payment received by CMC in Hillsborough County, Florida, in January, 2004.

11. However, CIS balked at making the remaining payments. Instead, CIS began a process of avoidance, during which Dyson promised to provide a specific payment schedule to CMC, which was never forthcoming. Moreover, Dyson became unwilling to communicate with CMC, consistently claiming that she was "too busy" and that she would get back to CMC promptly. However, notwithstanding these promises, Dyson never delivered a payment schedule nor did she cause CIS to make any further payments to CMC. Instead, once CIS had possession, Dyson demanded that CMC agree to accept payments for the source code and object code when CIS received payments from its customers. It became apparent to CMC that CIS had no intention to pay for the source code and object code and that CMC had been duped by Dyson into providing the source code and object code to CIS, which CIS then proceeded to use in

making its own bids on government projects, notwithstanding the fact that CIS had failed to pay for the software.

12. All conditions precedent to the maintenance of this action have occurred or have been waived.

13. As a result of the above-described actions of Dyson and CIS, CMC has been forced to hire the undersigned counsel and agreed to pay their reasonable attorney's fees in connection with this action.

Count I

Breach of Contract Against CIS

14. CMC restates and incorporates by reference the allegations of paragraphs 1 through 12 of this Complaint.

15. This is an action for damages against CIS that exceeds Fifteen Thousand (\$15,000) Dollars, for breach of contract against CIS.

16. CIS and CMC entered into an agreement whereby CIS agreed to buy, and CMC agreed to sell, the source code and object code for the logistical software described herein.

17. CMC has fully performed its obligations in connection with the sale of the source code and object code, including the delivery to CIS and assistance given to the software engineers at CIS to install and implement the product.

18. Notwithstanding the fact that CMC has fully performed its obligations under the agreement, CIS has failed and refused to perform its obligations, to wit, payment.

19. As a result of the actions by CIS in breach of its agreement with CMC, CMC has been damaged.

WHEREFORE, it is prayed that this Honorable Court accept jurisdiction over the subject matter and parties, and enter its award for damages, costs, and prejudgment interest, and such other relief as might be appropriate.

Count II

Unjust Enrichment Against CIS

20. CMC adopts and incorporates herein by reference the allegations contained in paragraphs 1 through 12 hereof.

21. This is an action for unjust enrichment against CIS, which seeks damages in excess of Fifteen Thousand (\$15,000) Dollars.

22. CMC conferred substantial benefits upon CIS by providing the source code and object code, as described above.

23. CIS has knowledge of these contributions by CMC and indeed was the recipient of said contributions.

24. CIS has voluntarily accepted and contained the benefits conferred by CMC, without paying for the same.

25. It would be inequitable for CIS to retain these benefits without paying the fair value thereof to CMC.

WHEREFORE it is prayed that this Honorable Court accept jurisdiction of the subject matter and parties and award CMC the fair value of the benefits conferred upon CIS, including prejudgment interest, costs, and such other relief as might be appropriate.

Count III

Claim for Damages for Unfair and Deceptive Business and

Trade Practices against CIS and Dyson

26. CMC adopts and incorporates herein by reference the allegations contained in paragraphs 1 through 12.

27. This is an action for damages pursuant to Florida Statute Chapter 501.201, the Florida Deceptive and Unfair Trade Practices Act, seeking damages in excess of Fifteen Thousand Dollars (\$15,000) against defendants CIS and Dyson.

28. CIS and Dyson have engaged in unfair methods of competition, unconscionable acts or practices, and unfair and deceptive acts and practices in the conduct of trade and commerce as described in paragraphs 1 through 12, above.

29. In addition to refusing to pay for the source code and object code, CIS has effectively frozen CMC out of bids that would use the logistical software, notwithstanding the fact that Dyson and CIS had promised CMC that they would use CMC's services to jointly market the product, particularly on government contracts. Instead, having gained possession of the source code and object code, CIS and Dyson have proceeded to make bids for projects that would incorporate the object code and source code materials, for the sole benefit of CIS and Dyson, to the exclusion of CMC, notwithstanding the fact that CMC has only received \$25,000 of the agreed upon \$250,000 purchase price.

30. CMC has employed the undersigned attorneys to advance this action, and has agreed to pay said attorneys a reasonable fee.

WHEREFORE, it is prayed that this Honorable Court accept jurisdiction of the subject matter and parties and enter judgment for damages, costs, prejudgment interest and attorney's fees, and for such other relief as might be appropriate.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues so properly triable.

Respectfully submitted,



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