

THE STATE OF SOUTH CAROLINA
In The Supreme Court

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APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

S.C. SUPREME COURT

Bentley D. Price, Circuit Court Judge

Case No. 2016-CP-07-2541
Court of Appeals Appellate Case No. 2022-000231
Supreme Court of South Carolina Appellate Case No. 2025-000436

Forum Benefits, LLC,

Plaintiff-Respondent,

v.

Brian Bannon and Assured Partners, NL,

Defendants – Petitioners.

APPENDIX

VOLUME II OF VI

July 3, 2025

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Appellant,

v.

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Respondents.

RECORD ON APPEAL

VOLUME II

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1 out.

2 BAILIFF: Yes, Your Honor.

3 MR. LEHRER: Oh, Your Honor, real quick, just one
4 other matter we'd like to take up. The -- the Defense is
5 going to consent to the motion to change the name --

6 THE COURT: Okay.

7 MR. LEHRER: -- to Forum Benefits, LLC.

8 THE COURT: Not a problem.

9 (Whereupon, the Jury enters courtroom.)

10 BAILIFF: The Jury's entering the courtroom, Your
11 Honor.

12 THE COURT: Thank you.

13 BAILIFF: The Jury is seated, Your Honor.

14 THE COURT: Thank you very much. All right, Ladies
15 and gentlemen of the Jury, I apologize for the delay;
16 however, we did -- we were working here getting some things
17 arranged, so we can just, hopefully, to get through by the
18 end of the day, but if not, we'll just keep on trucking,
19 but thank you all so very much for being here, and I
20 apologize for the delay. All right, call your next
21 witness.

22 MR. LEBLANC: The Plaintiff calls Michael Scholz.

23 **Jonathan Michael Scholz,**

24 having been duly sworn,

25 testifies as follows:

1 MADAM CLERK: All right, have a seat over there. If
2 you could say and spell your name for the Court Reporter,
3 please?

4 MR. SCHOLZ: Okay. Can I remove this?

5 THE COURT: Yes.

6 MR. SCHOLZ: Jonathan Michael Scholz, J-O-N-A-T-H-A-N
7 M-I-C-H-A-E-L S-C-H-O-L-Z.

8 **DIRECT EXAMINATION**

9 BY MR. LEBLANC:

10 Q Mr. Scholz, what do you do for a living?

11 A I am a Digital Forensic Examiner.

12 Q And what is your involvement in this case?

13 A I -- I was asked to analyze a desktop computer.

14 Q I'd like to bring you what will be marked as --

15 what -- what is marked as Plaintiff's Exhibit 69. Yes, 69.

16 Do you recognize what's shown in Plaintiff's Exhibit 69?

17 A (Reviews document.) Yes, sir, it's my Curriculum
18 Vitae.

19 MR. LEBLANC: Your Honor, we'd move Plaintiff's
20 Exhibit 69 into evidence.

21 THE COURT: All right, any objection?

22 MR. LEHRER: No objection, Your Honor.

23 THE COURT: All right, without objection.

24 (Whereupon, Plaintiff's Exhibit Number 69 was marked for
25 the record and admitted into evidence without objection.)

1 BY MR. LEBLANC: (Continuing)

2 Q And you said this was your Curriculum Vitae?

3 A Yes, sir.

4 Q That's the same thing as a resume?

5 A Yes, sir.

6 Q Okay, tell the -- the Jury a little bit about
7 your qualifications in the field of digital forensic
8 analysis.

9 A Yes, sir. I graduated from the Citadel in 2014,
10 where I obtained a Criminal Justice Degree and focused my
11 studies in Forensic and Severe Crimes. I was then employed
12 by Liberty Business Associates after graduation. And while
13 employed there, I was trained and certified in the field of
14 digital forensics. Some of my certifications include ACE,
15 which is Access Data Certified Examiner, Cellebrite
16 Certified Logical Operator, and Cellebrite Certified
17 Physical Analyst.

18 Q So how long have you been working this field of
19 digital forensic analysis?

20 A About six years.

21 MR. LEBLANC: Your Honor, at this time, we would
22 proffer Mr. Scholz as an expert witness in the field of
23 digital forensic analysis.

24 MR. CARLSTEDT: No objection, Your Honor.

25 THE COURT: And you said you're going to proffer him,

1 or do you want to --

2 MR. CARLSTEDT: They -- they can treat him like an
3 expert, that's fine.

4 THE COURT: Okay, all right. Ladies and gentlemen of
5 the Jury, the witness has been deemed an expert. The
6 difference between an expert and a layman is he can tell
7 you his opinion, okay, where a lay witness is not allowed
8 to.

9 BY MR. LEBLANC: (Continuing)

10 Q How did your work at Liberty Business Associates
11 change over the years?

12 A Yes, sir. In 2019 Liberty Business Associates
13 formed ESI Insight. ESI Insight was formed to solely
14 provide legal forensic services to law firms, businesses
15 and individuals.

16 Q And where do you work now?

17 A I'm currently employed with Nelson Mullins, which
18 is a law firm, and I provide data collection services for
19 them.

20 Q Since graduating from the Citadel in 2014, how
21 much of your professional life has been involved with
22 digital forensic analysis?

23 A All of it.

24 Q Do you know what you did in this case? Do you
25 know what work you did in this case?

1 A Yes, sir.

2 Q I'm gonna pass you a document that's been marked
3 as Plaintiff's Exhibit 70. Do you recognize what's shown
4 in Plaintiff's Exhibit 70?

5 A (Reviews document.) Yes, sir. These are my lab
6 forms.

7 Q And by lab forms what -- what does that entail?

8 A Sure, this -- this includes our initial intake
9 form, chain of custody forms, evidence forms and
10 examination notes.

11 Q All right.

12 MR. LEBLANC: At this time we'd move Plaintiff's
13 Exhibit 70 into evidence.

14 MR. CARLSTEDT: No objection, Your Honor.

15 THE COURT: Without objection.

16 (Whereupon, Plaintiff's Exhibit Number 70 was marked for
17 the record and admitted into evidence without objection.)

18 BY MR. LEBLANC:

19 Q When were you first contacted to do any work in
20 this case?

21 A Sure. I'll need to flip to my initial intake
22 form. On February 21st of 2017 Mr. Stritt contacted me.

23 Q And what did Mr. Stritt ask you to do?

24 A He asked me to perform a forensic analysis of a
25 desktop computer.

1 Q Do you know whose desktop computer this was?

2 A Mr. Stritt said that it was a former employee
3 Brian Bannon's desktop computer.

4 Q What, specifically, were you asked to look for?

5 A He asked me to look for email communications with
6 certain individuals, as well as evidence of files being
7 transferred from the desktop to external storage devices.

8 Q Do you know when you received that desktop
9 computer?

10 A Yes, sir, on February 24th, 2017, I took custody
11 of the desktop.

12 Q What did you do after you took custody of the
13 desktop computer?

14 A Sure, I -- I transferred it back to our lab in
15 North Charleston and entered it into Evidence Locker Number
16 3.

17 Q And when did you conduct any forensic analysis of
18 that computer?

19 A Sure, I began my analysis by acquiring the
20 desktop computer hard drive on February 27th, 2017, and so
21 from that date to May 1st, 2017, I worked approximately 30
22 hours analyzing the desktop computer.

23 Q Okay, so when you say acquired the hard drive
24 from the desktop, do you mean you took the computer, it'd
25 be a desktop computer, and you removed the hard drive from

1 it?

2 A Yes, sir.

3 Q And what did you find?

4 A Sure, we -- or I -- I found evidence that
5 electronic storage devices were attached to the desktop
6 computer, and that those stored devices contained files and
7 folder paths similar to files and folder paths on the
8 external -- on the desktop computer.

9 Q All right, so what -- what does that mean to you
10 as a digital forensic an -- analyst?

11 A Sure, it's -- it's very -- it represents or it
12 could mean that files were copied from the machine to an
13 external device. It's very consistent with a -- a transfer
14 of files.

15 Q All right, I'm gonna pass you a document that has
16 been marked as Plaintiff's Exhibit 77. Do you recognize
17 what's shown in Plaintiff's Exhibit 77?

18 A (Reviews document.) Yes, sir. This is a -- a
19 file listing of files that were -- had existed in the
20 Palmetto Benefit Management folder on the desktop computer.

21 Q All right.

22 MR. LEBLANC: All right, at this time, Your Honor, I'd
23 move Plaintiff's Exhibit 77 into evidence.

24 MR. CARLSTEDT: No objection, Your Honor.

25 THE COURT: All right, without objection.

1 (Whereupon, Plaintiff's Exhibit Number 77 was marked and
2 entered into evidence without objection.)

3 BY MR. LEBLANC: (Continuing)

4 Q And would you agree with me that this is pretty
5 small print?

6 A Yes, sir.

7 Q Do you know approximately how many files were on
8 the desktop computer under the Palmetto Benefit Management
9 folder?

10 A Yes, sir, there were roughly a thousand files in
11 that folder.

12 Q I'm gonna pass you a document that has been
13 marked as Plaintiff's Exhibit 72. Do you recognize what's
14 shown in Plaintiff's Exhibit 72?

15 A (Reviews document.) Yes, sir. This is a LNK
16 File Report.

17 Q Can you describe what a LNK File Report is?

18 A Yes, sir. It's a -- it's a report of shortcut
19 files or linked files that are created on the desktop, and
20 those files are the shortcut files .2, you know, what files
21 are related to. So when a shortcut's created, it -- it
22 contains the shortcut file itself, as well as information
23 about the file it's pointing to.

24 MR. LEBLANC: And at this time we'd move Plaintiff's
25 Exhibit 72 into evidence.

1 MR. CARLSTEDT: No objection, Your Honor.

2 THE COURT: All right, without objection.

3 (Whereupon, Plaintiff's Exhibit Number 72 was marked and
4 moved into evidence without objection.)

5 BY MR. LEBLANC:

6 Q When is a shortcut file created?

7 A A shortcut file can be created when a document or
8 folder is opened. It can also be created when a user
9 creates a shortcut.

10 Q Okay, and what did this LNK File Report indicate
11 to you about the creation of a folder?

12 A On -- on October 30th --

13 Q Are you looking at a particular page? There is a
14 number in the bottom right-hand corner.

15 A Yes, sir, it's 02526.

16 Q So this is your -- these are pages in the LNK
17 File Report that you're using; is that right?

18 A Yes, sir.

19 Q Is this the page you were referring to?

20 A Yes, sir.

21 Q Bates numbers is 2526?

22 A Yes, sir.

23 Q Okay. What on this page would you point to as
24 information?

25 A If you look at the Palmetto Benefit Management

1 LNK file, that file was created on October 30th, 2016, and
2 if you go to page Bates number 02579 --

3 Q Okay, hold up, I want to clarify something here.

4 A Sure.

5 Q What was created on October 30th, 2016?

6 A It's a shortcut file or a LNK file of the
7 Palmetto Benefit Management folder.

8 Q Okay, so a shortcut file was created before that?

9 A Yes, sir.

10 Q And what was the other page you wanted to go to?

11 A Page number 02579.

12 Q And is -- is page 02579 being shown up on the
13 board there?

14 A Yes, sir.

15 Q And what does that show you in the LNK file?

16 A So that shows me that the folder Palmetto Benefit
17 Management existed on a removable disk, local path G, so it
18 was assigned to drive letter G, which is consistent with
19 the removable or external devices. And the LNK file that
20 was created on 10/30/2016 is the shortcut file that was
21 created when that folder was opened or accessed.

22 Q And when you -- when you refer to the folder,
23 Palmetto Benefit Management, is that -- is that what we
24 discussed previously for Exhibits 677?

25 A Yes, sir.

1 Q All right. What analysis were you able to make
2 of the hard drive that's referred to there?

3 A Just that it's a removable disk. We were not
4 provided an external hard drive, so I couldn't analyze it
5 to determine the contents of Palmetto Business Management
6 folders.

7 Q You said you were not provided an external hard
8 drive?

9 A Yes, sir.

10 Q Okay. What could have you der- -- done, if you
11 had been provided the external hard drive that's shown up
12 there on the screen?

13 A I could have taken a forensic image of that
14 external hard drive and analyzed the contents of this file
15 path to determine what file folders were contained within
16 the Palmetto Business Management folders.

17 MR. LEBLANC: Thank you. I don't have any further
18 questions. Please answer any questions they may have.

19 **CROSS-EXAMINATION**

20 BY MR. CARLSTEDT:

21 Q Good morning, Mr. Scholz, how are you?

22 A Good morning, how are you?

23 Q I'm doing okay. My name is Ed Carlstedt, and I
24 represent the Defendants, AssuredPartners and Brian Bannon,
25 in this matter.

1 A Yes.

2 Q My first question to you is -- is do you recall
3 that you were deposed back on January 14th, 2019?

4 A Yes, sir.

5 Q Okay. Have -- have any of your findings or
6 opinions been updated since your deposition, or did you
7 complete all your work before that?

8 A I completed all my work before then.

9 Q Okay. Thank you. So as opposing counsel
10 indicated, you were asked to perform an analysis of
11 Mr. Bannon's desktop computer, correct?

12 A Yes, sir.

13 Q And when Mr. -- was it Mr. Stritt that provided
14 that to you?

15 A Yes, sir.

16 Q Okay. And he indicated to you that it was a
17 computer that was formerly used by Mr. Bannon?

18 A Yes, sir.

19 Q Okay. And Mr. Stritt provided the computer to
20 you? He stated that Mr. Bannon had possibly downloaded and
21 took large amounts of company data, correct?

22 A Yes.

23 Q All right, and Mr. Stritt also told you that
24 Mr. Bannon had begun representing a competitor named
25 AssuredPartners?

1 A Yes, sir.

2 Q And in connection with your role as your forensic
3 examination in this case, you started it in March of 2017,
4 correct?

5 A Yes, sir. Well I believe -- yeah, I imaged the
6 hard drive on February 27th, 2017.

7 Q Yes, sir.

8 A The analysis began in March.

9 Q Okay, and then you -- yeah, you completed your
10 analysis in May of 2017?

11 A Yes, sir.

12 Q So a little over two to three months to get the
13 analysis done?

14 A Yes, sir.

15 Q All right, and at the time you were billing at a
16 flat rate of \$250 to create the forensic image; is that
17 right?

18 A Yes, sir.

19 Q Okay, and then your -- for your work, as an
20 expert, on behalf of Forum, you bill out at \$200 an hour;
21 is that correct?

22 A Yes, sir.

23 Q Okay. So you are being compensated for your
24 testimony today, correct?

25 A Yes, sir.

1 Q Now, and -- and you, in fact, also produced a
2 Mounted Devices Report, correct?

3 A Yes, sir.

4 Q Okay. That was not one of the reports that you
5 were handed today though, correct?

6 A No, sir, it was not.

7 Q Okay. Now, if I -- I understand the Mounted
8 Devices Report, that report -- the purpose of it was to
9 show what external devices had been plugged into the
10 desktop computer, correct?

11 A Yes, sir. It -- it shows the drive letters
12 associated with certain devices.

13 Q Okay, but -- but if I understand correctly, the
14 Mounted Devices Report that you have not been provided with
15 here today, you couldn't tell when any of those mounted
16 devices had been plugged into the desktop; is that correct?

17 A That's correct.

18 Q So to the extent that information was moved from
19 Mr. Bannon's desktop computer to a thumb drive, or any
20 other external hard drive, you -- you don't know when he
21 did that?

22 A Yes, sir.

23 Q All right, it's also true, is it not, that you
24 don't know what information, if any, Mr. Bannon downloaded
25 to any external device?

1 A That's correct.

2 Q And there's nothing in any of your reports that
3 shows what information was downloaded to any device,
4 correct?

5 A That's correct.

6 Q Okay. And -- and there's nothing to show that
7 information was downloaded versus just accessed; is that
8 correct?

9 A That's correct.

10 Q You understand -- well, did -- did Mr. Stritt
11 advise you that Mr. Bannon was using that computer on a
12 near daily basis to do work for clients?

13 A I don't recall.

14 Q So -- so the reports that you have, that -- that
15 could just be information that Ban -- Mr. Bannon viewed,
16 correct?

17 A That's correct.

18 Q And you don't have any opinion, as you sit here
19 today, as to whether or not Mr. Bannon took any information
20 without permission, correct?

21 A I do not.

22 Q You're -- you're agreeing with my statement?

23 A Yes, sir.

24 Q You also can't tell from any of your reports
25 whether Mr. Bannon printed out any information, correct?

1 A That's correct.

2 Q Also nothing in your report shows the content of
3 any of these files that were accessed by Mr. Bannon,
4 correct?

5 A Correct.

6 Q So -- so we don't know the substance of any of
7 these documents, do we?

8 A That's correct.

9 Q In fact, you -- you were not asked to produce the
10 content of any of these files that were accessed, were you?

11 A No, sir, I was not.

12 Q You have actually not been asked to give any
13 opinions in this case at all, correct?

14 A No, sir, I haven't.

15 Q Okay. You're just -- you're just reporting,
16 basically, what your observations were after doing the
17 analysis, correct?

18 A Yes, sir.

19 Q So after several -- just to confirm, after
20 several months-worth of your work, none of it showed that
21 Mr. Bannon actually took anything from his desktop,
22 correct?

23 A That's correct.

24 Q And at the time that you were deposed, you had 30
25 hours of work into this file?

1 A Yes, sir.

2 Q And -- and -- and it was your goal, was it not,
3 you were tasked with trying to determine what information
4 Mr. Bannon had downloaded from his desktop elsewhere,
5 correct?

6 A Could you elaborate --

7 Q Yeah.

8 A -- on that, please?

9 Q Yes, sir. You were asked to review and attempt
10 to determine whether any files were downloaded from the
11 desktop?

12 A That was one of the tasks, yes, sir.

13 Q Do you -- did Mr. Stritt describe to you what a
14 program called SharePoint was?

15 A He mentioned that they utilized SharePoint to
16 store files.

17 Q Okay. Do you have any evidence that any
18 information from the desktop was transferred to
19 AssuredPartners, one of the Defendants in this case?

20 A No, sir.

21 MR. CARLSTEDT: Can I just have one moment, Your
22 Honor? Nothing further, Your Honor.

23 THE COURT: All right.

24 **REDIRECT EXAMINATION**

25 BY MR. LEBLANC:

1 Q Why can't you tell if anything has been
2 downloaded to an external storage device?

3 A I can't, and I don't have the external storage
4 device to compare the contents of the Palmetto Benefit
5 Management folder to the Palmetto Benefit Management folder
6 on the desktop computer.

7 Q Thank you.

8 MR. LEBLANC: Thank you, I don't have any further
9 questions.

10 THE COURT: All right, thank you, sir. You may be
11 excused, and have a wonderful rest of your day.

12 All right, call your next witness.

13 MR. LEBLANC: The Plaintiff calls Brian Stritt.

14 **Brian Stritt,**
15 having been duly sworn,
16 testifies as follows:

17 MADAM CLERK: Thank you. Would you state and spell
18 your name?

19 MR. STRITT: Sure. Brian Stritt, S-T-R-I-T-T.

20 **DIRECT EXAMINATION**

21 BY MR. LEBLANC

22 Q Good morning, Mr. Stritt, how are you doing?

23 A Good morning.

24 Q When did you hire Brian Bannon?

25 A So it would -- would have been June 1, 2009.

1 Q And what was Brian -- Brian Bannon doing when you
2 hired him?

3 A He was unemployed.

4 Q And -- and what had he done before that?

5 A So Brian's background had been apparently years
6 working for the carrier, and then he worked for a couple of
7 brokers, then he worked for a couple of brokers, and at
8 some point became a Nationwide agent. I'm not really sure
9 what happened with that, but I was informed at one point
10 that it wasn't working out.

11 Q And where did you hire Brian Bannon to work?

12 A At Charleston, South Carolina.

13 Q What specific arrangements did you make before
14 you hired Brian Bannon in 2009?

15 A So we're -- Brian was gonna be in a unique
16 position and another gentleman, they were gonna be sales
17 reps for us, which we had never had outside sale reps, or
18 inter -- internal sales reps. So we went and had a
19 noncompete and non-piracy form. And -- for Brian we also
20 did something unique, we formed a separate LLC in
21 Charleston, we called it Palmetto Benefit Management
22 Charleston, and then his long-term goal was to give him an
23 opportunity to gain some equity in that -- in that
24 component. We also then had given him a check for \$5,000
25 to start working, and I had been already through an

1 experience, which taught me about consideration in the
2 State of South Carolina so we knew we had to give him money
3 upfront to do that.

4 Q Okay, you referred to internal people is the new
5 thing you were doing?

6 A Yeah.

7 Q What -- what do you mean by that?

8 A So we had in the past, and we still do, we've got
9 a number of arrangements with agencies across the country
10 or sometimes local people who just simply don't have a back
11 office, and we would do an arrangement with them to service
12 their business. We -- we've got a pretty crack staff, it
13 was a good way for us to grab some more income without any
14 risk, because they were bringing the money in. With Bannon
15 and the other gentleman, we actually had a risk at play, so
16 we actually paid him a salary, and then that salary would
17 go until it hit a certain point of commission, and then
18 that commission would supersede the salary. What was
19 unique about that, I've seen several models in the past on
20 that, and what was unique is we made it a non-refundable
21 draw; meaning, basically, if he performed at a high level,
22 he got the money beyond that high level. If he performed
23 at a low level, he still got a guarantee, and we never went
24 back to him and asked for any of that money back.

25 Q Okay. Who was the other individual you said you

1 were engaging at the same time?

2 A Chris Whatley.

3 Q Okay, and who did you engage to prepare the
4 noncompete or non-solicitation that you referred to?

5 A So for the noncompete and non-solicitation was
6 David Wyatt of Pfeiffer Gantt Gleaton-Wyatt, I think was
7 the name.

8 Q And he's the gentleman who testified first in
9 this case?

10 A That's correct.

11 Q Why did you find the need for an employment
12 agreement now?

13 A So when you give a nonrefundable draw to a
14 producer, you're taking a risk. And, obviously, the goal,
15 as a -- as a businessperson, and I've been doing it for 30
16 years for several companies, the goal, as a businessperson
17 was not to lose money, so the last thing we would do would
18 allow him to basically pay him a salary to build up a
19 block, and then move it to a competitor, because,
20 obviously, it wouldn't make any sense.

21 Q And when -- when you say block, is that the same
22 thing as a book -- a book?

23 A Yeah, sure, sure, interchangeable.

24 Q Do you remember when David Wyatt prepared this --
25 an -- an employment agreement for you?

1 A I think it was in the -- I mean, obviously, we
2 discussed the dates, so it was in the April-May timeframe
3 probably.

4 Q And how did you receive the employment agreement
5 from David Wyatt?

6 A It was sent via email through his -- one of his
7 -- either paralegals or assistants.

8 Q And why did he send you this employment agreement
9 via email?

10 A Well, we needed changeable rights, so there were
11 different parameters for different people, we may pay them
12 a different salary. We may include different benefits in
13 there, it just needs to be changeable, it's -- it's not
14 consistent.

15 Q And I'm gonna pass up to you what's been
16 previously marked as Plaintiff's Exhibit 137.

17 A (Reviews document.)

18 Q Do you recognize what's shown in Plaintiff's
19 Exhibit 137?

20 A Yes.

21 Q And what is that?

22 A Yeah, that is the employment agreement that was
23 sent over.

24 Q And have you since used that employment agreement
25 with anyone?

1 A Yeah, it was used twice for Chris Whatley and
2 Brian Bannon. It -- I don't know if I used this version of
3 it past that particular point.

4 Q All right, I'm gonna pass up to you a document
5 that will be marked as Plaintiff's Exhibit 163.

6 A (Reviews document).

7 Q Do you recognize what's shown in Plaintiff's
8 Exhibit 163?

9 A Yeah, it's -- that is Chris Whatley's version of
10 this agreement.

11 MR. LEBLANC: I'd move Plaintiff's Exhibit 163 into
12 evidence.

13 MR. LEHRER: No objection.

14 THE COURT: Moved, without objection.

15 (Whereupon, Plaintiff's Exhibit 163 is marked for the
16 record and entered into evidence without objection.)

17 BY MR. LEBLANC: (Continuing)

18 Q And I think you said this is the employment
19 agreement filled out for Chris Whatley; is that right?

20 A That is correct.

21 Q When did he sign this employment agreement?

22 A I'm looking for the date, don't see it. That
23 would have been --

24 Q Right at the top.

25 A The 18th of May, there you go, 2009.

1 Q So you said 18th of May, 2009?

2 A That's correct.

3 Q Where did you get this employment agreement from,
4 this one that's up on the screen, where'd you get it from?

5 A His employee file.

6 Q And where is his employee file?

7 A In our group of employee files, that particular
8 group was of ex-employees.

9 Q So how many employee files do you have in there?

10 A Thirty, 40 probably.

11 Q And what -- what physically are these employee
12 files contained in? A file cabinet, safe?

13 A Yeah.

14 Q I don't know what, what?

15 A A file cabinet, yeah.

16 Q And is the file cabinet in -- in a secured room
17 or a non-secured room?

18 A It's a secured room, and it is my office, which,
19 unfortunately, sometimes is non-secured, depending on who
20 would go into it. We had a pretty small little office, a
21 lot of other information was in -- in that office,
22 including our financial work, and it -- it had -- I had
23 access given to our key people, and also our accountant,
24 which is really one person at the time, I guess.

25 Q All right. What changes did you make to this

1 employment agreement signed by Mr. Whatley compared to the
2 blanket employment agreement in Plaintiff's Exhibit 137?

3 A Well, a couple things. We put in -- first of
4 all, I believe the commission level and the draw. So I
5 added in the draw there of 60,000, made it's still non-
6 refundable. The 43 looks like it's on a boiler plate,
7 because that was going to be standard.

8 Q Okay.

9 A So I didn't change that part. Full-time,
10 commission, his name, Social, all that --

11 Q All right.

12 A -- different.

13 Q How about paragraph two? What -- what are --
14 what -- what did you describe for Mr. Whatley's duties?

15 A Yeah, so employee -- employee benefit, sales,
16 including unlimited healthcare --

17 MR. LEHRER: Your Honor, I'm going to object to
18 relevance of going through Mr. Whatley's agreement. Mr.
19 Whatley's not a party or witness in this case.

20 THE COURT: All right. What's the relevance?

21 MR. LEBLANC: As soon as I get done with this line of
22 questioning I'll ask him the relevance. How similar is
23 this to the doc -- to the agreement signed by Mr. Bannon?

24 THE COURT: All right, let's get to that, please.

25 BY MR. LEBLANC: (Continuing)

1 Q So in -- in duties do you see that reference to
2 Exhibit A?

3 A (Reviews document.) Yeah.

4 Q In the top paragraph.

5 A Yeah.

6 Q Please go to Exhibit A.

7 A All right.

8 Q Okay, is that Exhibit A on the screen now?

9 A (Reviews document.) Correct.

10 Q Okay. Who put the -- who put the description of
11 duties that are shown in Exhibit A?

12 A That would be us.

13 Q And how would that have been compared to the
14 employment agreement for Brian Bannon?

15 A It would have to be identical.

16 Q All right, let's go to Exhibit B; what does
17 Exhibit B show?

18 A (Reviews document.) Exhibit B is a summary of
19 what we provided, in addition to just simply compensation.

20 Q And what would Brian Bannon's employment
21 agreement have -- have looked like compared to Chris
22 Whatley's?

23 A Identical. Yeah, that's correct.

24 Q Where did Brian Bannon work when you first hired
25 him?

1 A So he was unemployed, I believe.

2 Q No, I mean after you hired him at Forum Benefits?

3 A Oh, oh, he was working at Charleston --

4 Q But I mean --

5 A -- South Carolina.

6 Q -- location, physical workspace, where was that?

7 A Oh, that was -- that was out of his home.

8 Q When did you say that Brian Bannon received his
9 first paycheck?

10 A June 1st.

11 Q And why do you recall that?

12 A Because it was the date of the check. I had
13 driven it down. We got it from Propel, our -- our payroll
14 company at the time.

15 Q What else did you do when you delivered the check
16 to Brian Bannon?

17 A Well, that was gonna be consideration for
18 exchange for the employment agreement.

19 Q And what did Brian Bannon say then about the
20 employment agreement?

21 A "Thanks for doing this," and it was nothing --
22 nothing specific.

23 Q Did he sign the employment agreement?

24 A Correct.

25 Q What did you do with his signed employment

1 agreement then?

2 A Put -- put it in my car and drove back to
3 Greenville, and I went back home.

4 Q And what did you do with the signed employment
5 agreement when you got back to Greenville?

6 A Put it in the employee file and never thought I'd
7 ever have to pull it out and look at it again.

8 Q Where is the signed copy of the employment
9 agreement that Brian Bannon signed?

10 A No idea.

11 Q When did you realize that you did not have that
12 signed copy?

13 A After we got the slew of agent-of-records with no
14 communication from Mr. Bannon. I really wasn't even
15 worried about it. Then went and tried to find the file and
16 the file was missing.

17 Q So you mean the employment agreement was missing?

18 A The -- the entire employee file was gone. It was
19 like he never worked for us.

20 Q When could someone have taken the entire employee
21 file for Mr. Bannon?

22 MR. CARLSTEDT: Objection, speculation, Your Honor.

23 THE COURT: I'll -- I'll sustain the objection.

24 BY MR. LEBLANC: (Continuing)

25 Q Was your office locked at all times?

1 A Generally, yes, not always.

2 Q What timeframe are we talking about here?

3 A That's --

4 Q During the year?

5 A What -- which -- which timeframe, sir?

6 Q The timeframe when you discovered that Mr.

7 Bannon's employment file was missing.

8 A That was in November of 2016.

9 Q And how busy is the insurance broker business in
10 November of each year?

11 A This is the worse time to do a lot of things,
12 including a lawsuit.

13 Q So how often was your office open, but minimally
14 staffed?

15 A Yeah, quite -- quite often, quite often.

16 Q I'm gonna pass you what's been previously
17 admitted into evidence as Plaintiff's Exhibit 1, and ask
18 you to take a look at it, please. If you could put it up
19 on the screen please.

20 A (Reviews document.)

21 Q Do you recall this email exchange with Mr.
22 Bannon?

23 A Yeah.

24 Q So can you describe what was going on here? What
25 were the discussions between you and Mr. Bannon?

1 A So Brian worked for us for a number of years,
2 with -- with low -- low to moderate production, and he came
3 to me one day and said, "Hey, Brian, I want to do something
4 a little unique here, I want to become a fireman." And I
5 said, "Okay," it didn't sound exactly logical to go from
6 this profession to that profession, but he said, "Look, my
7 plan is this. What I'd like to do is work during the day,
8 and then in my down time, which I'll -- I assume I'll have
9 a lot of, I'll still continue to produce and -- and help
10 out, and I still want to be part of Forum, still want --
11 still want to have that job." So that was -- that was,
12 essentially, the conversation.

13 Q And were you happy with Brian Bannon becoming an
14 independent contractor?

15 A You know, I wasn't necessarily happy from a
16 business standpoint. It certainly wasn't what I wanted to
17 hear, particularly, after investing, I think, quite a bit
18 of money in the office, and I -- I was pretty dubious it
19 was gonna be successful. And Brian said, "Look, you know,
20 I think it's the best thing for me and my family," and
21 that's -- that's fine, I -- I can't argue with a guy who
22 wants to do something to improve his lot, and help his
23 family out. So I said, "Look, let's see if we can make it
24 work. We'll try to accommodate it and go from there."

25 Q What action does Forum Benefits take when

1 somebody ceases to be a -- an employee of Forum Benefits,
2 or ceases a relationship with Forum Benefits?

3 A So if -- I mean if you're -- if you're
4 terminating your relationship in the normal sense, we cut
5 off all access, we fill out termination paperwork, so, you
6 know, the typical, you know, cut off your email,
7 everything.

8 Q And when you say cut off access, what are you
9 referring to?

10 A Any systems we might have. Any -- any data, any,
11 you know, I want you to return our equip -- our office
12 equipment, I want your business cards -- actually you can
13 keep your business cards but -- we don't normally ask for
14 those back, but they're pretty useless after that point.

15 Q And what particular sources of data do you
16 terminate access to?

17 A So what -- whatever they would have. It wouldn't
18 -- wouldn't matter. Certainly, it would depend on the
19 individual and which products they had access to. It would
20 be either our CRN system, our SharePoint system, Navigator,
21 which we've got customer service program. It's a really
22 big part of all access to any internal systems that we
23 would have at Forum.

24 Q What happened earlier in 2016 when Mack Ward and
25 Ben Taylor left -- left Forum Benefits?

1 A Yeah, so Ben Taylor and Mack Ward were a -- an
2 arrangement we had, which was, basically, service. They
3 informed me early in 2016 that they're going in a different
4 direction, they were going to sell the company, and we
5 arranged a sort of a 60-day transition period in which they
6 would -- they would leave, and then after that 60-day
7 period we were no longer going to have a relationship.

8 Q So you and Forum Benefits had had a relationship
9 with Mack Ward and Ben Taylor for a number of years?

10 A That's correct. About -- about three and a half,
11 I believe.

12 Q And what do you mean when you say they were gonna
13 sell their business? What does that mean?

14 A Well, we had a -- we had a meeting in -- in
15 Spartanburg, and I had been after them for probably about a
16 year and a half to renegotiate the contract between us.
17 Our business, historically, has gotten more and more labor
18 intensive, more technology intensive, basically, more
19 expensive. So the money left for production drops, as we
20 have to hire people like you -- you've met for our staff.
21 So we had a meeting in Spartanburg, it was delayed a number
22 of times. I finally went out there, and it turned out that
23 meeting was not what I had expected. It had nothing to do
24 with renegotiating the contract. They informed me that
25 they were selling the property.

1 Q And what was the name of their firm?

2 A AssureSouth.

3 Q And who were they selling their firm to?

4 A They briefly showed it to me, and I -- honestly,
5 I thought at the time it was Assurex, which is another
6 conglomeration of insurers, and it turned out to be
7 AssuredPartners.

8 Q All right. I'm gonna pass you a document that
9 will be marked as -- for identification as Plaintiff's
10 Exhibit 550.

11 (Whereupon, Plaintiff's Exhibit Number 550 is marked for
12 identification.)

13 A (Reviews document.)

14 Q Do you recognize what's shown in Plaintiff's
15 Exhibit 550?

16 A That is a -- an email between myself and Ben
17 Taylor, who owned and ran AssureSouth.

18 Q Okay.

19 MR. LEBLANC: At this time we'd move to exhi -- enter
20 Exhibit 550 into evidence.

21 THE COURT: Sir.

22 MR. LEHRER: It wasn't on -- on the exhibit list, so
23 we object that it wasn't identified as an exhibit for
24 trial.

25 THE COURT: All right. Let me see it, please.

1 MR. LEBLANC: This was produced.

2 MR. LEHRER: Your Honor, I'll withdraw -- I will
3 withdraw the objection.

4 THE COURT: Thank you, sir.

5 MR. LEBLANC: Can you put 550 up on the board, please?
6 And I'd like you to scroll down to the email that starts on
7 the second page of the exhibit, the middle of the page.
8 Right -- oh, back up.

9 BY MR. LEBLANC: (Continuing)

10 Q So is this a email from Ben Taylor to you on
11 February 17th?

12 A (Review document.) Correct.

13 Q And right below that it says on February 17 you
14 had written something, and then there's content there in
15 blue; is that right?

16 A That's correct.

17 Q So was that an earlier email that you had sent to
18 Ben Taylor?

19 A Correct.

20 Q And the date of your email to Ben Taylor is
21 February 17th?

22 A Correct.

23 Q How long was that after you learned that Ben
24 Taylor and Mack Ward were shifting their business or
25 selling their business?

1 A So that would have been on -- it looks like the
2 5th of February, so 12 days.

3 Q Okay. And it looks like you all are getting
4 along here, right?

5 A Oh yeah.

6 Q Okay. If you would, look at the paragraph that
7 starts with, "As far as the transition goes."

8 A Okay. (Reviews document.)

9 Q What points are you making there?

10 A Well the -- the first one Mack Ward had -- had
11 come to me and assumed -- came to my office and threw a
12 piece of paper on my desk, and said, "Here's -- here's what
13 you need to get all this information." And I'm like,
14 "What? This doesn't make sense. We're -- we're
15 relinquishing our work. You now have to go do that work."
16 Mack waned access to our Core Navigator system, which we
17 had basically started and built. Our clients didn't have
18 -- didn't admin systems. Most of them did not even have an
19 admin system prior to that time. It was still fairly new
20 in the marketplace.

21 Q All right, so what are you telling Ben Taylor in
22 paragraph one?

23 A Yeah, that's, "That they can't share -- there
24 will be no third party access. We're -- we're not gonna
25 allow your purchaser to go into our system and copy our

1 work now."

2 Q And -- and how long had you and Ben Taylor
3 discussed sort of a transition period, by which they would
4 transfer their clients to AssuredPartners or whoever?

5 A That was -- it -- it was back and forth, but it
6 was -- it was a fairly short period of time, and there were
7 a lot of misconceptions about how that was going to be
8 done, how that could be done, and we had to clear them up
9 on a few things, but --

10 Q Okay, so do you see that para -- the first little
11 paragraph that says, "I concur?"

12 A (Reviews document.) Yeah.

13 Q What -- what period were you contemplating for a
14 transition period?

15 A The 60-day notice, so --

16 Q And is -- is that what happened?

17 A Yeah, yeah.

18 Q So --

19 A Yes.

20 Q -- when did the 60 days start?

21 A On -- on that day, on February 5th.

22 Q And so around --

23 A April --

24 Q -- April -- when would it end?

25 A April -- April 5th or April 6th. I'm gonna say

1 April 5th.

2 Q For the clients that were gonna leave with Mack
3 Ward and Ben Taylor, who would you expect would contact the
4 clients about their access to Employee Navigator?

5 A Mack Ward, -- not -- not really Ben, but Mack.

6 Q Okay, so why wouldn't you contact the clients
7 about terminating access to Employee Navigator?

8 A Well, it's not really our -- our transition. So
9 the -- the agreement that we, you know, I hesitate to call
10 it an agreement, but they wanted to approach the people and
11 tell them what was going on, and then I would, of course,
12 assume that that would be their sales process, to say,
13 "Hey, we're gonna move you to this system, we're gonna do
14 that," but whatever -- whatever they were gonna do, I
15 wasn't involved in that.

16 Q And you say in here that you'll continue to
17 provide services to their clients during this transition?

18 A Correct.

19 Q Did that happen?

20 A Correct.

21 Q I'm gonna pass you what's been previously marked
22 and admitted as Plaintiff's Exhibit 16, and ask you to take
23 a look at that.

24 A (Reviews document.)

25 Q Exhibit 16. What -- what specific files on the

1 SharePoint server contain some of Forum Benefits protected
2 trade secrets?

3 MR. LEHRER: Objection, Your Honor, this -- this
4 witness is not qualified to testify as to what is a trade
5 secret.

6 THE COURT: All right, rephrase the question, please.

7 BY MR. LEBLANC: (Continuing)

8 Q Do you consider that you have files on your
9 server that contain trade secrets?

10 A Absolutely.

11 Q Do you have files on your servers that have data
12 that nobody else has compiled?

13 A Correct.

14 Q Do you have files on your server that have
15 formulas that are proprietary and not known outside of
16 Forum Benefits?

17 A Correct.

18 MR. LEHRER: Your Honor, still he can't -- can't
19 testify as to what is a trade secret, that's a legal
20 question.

21 THE COURT: I agree, he's just -- he's opining, so I'm
22 okay with it.

23 BY MR. LEBLANC: (Continuing)

24 Q Do you have files on your server that have value
25 to Forum Benefits?

1 A Yes.

2 Q Do you have files on your server that would
3 damage Forum Benefits if those files became -- came into
4 the possession of a competitor of yours?

5 A Yes.

6 MR. LEHRER: Objection, leading, Your Honor. He's
7 leading the witness.

8 THE COURT: Ask him a question and allow him to
9 answer, please.

10 MR. LEBLANC: Yes, sir

11 BY MR. LEBLANC: (Continuing)

12 Q When you look at this log file, do you see any
13 file -- any -- any files included in this log file that you
14 would believe contain proprietary information of Forum
15 Benefits?

16 A Absolutely. These are -- these are files, a lot
17 of them that I don't want anywhere out in the market with
18 my competitors --

19 Q And what --

20 A -- so that is --

21 Q -- generally is the name of the files that you're
22 most concerned about?

23 A The -- the renewal spreadsheet is really a key
24 one here, and there's a lot of them here, but the renewal
25 spreadsheet is pretty critical.

1 Q And how many clients do you have a renewal
2 spreadsheet for?

3 A Every single one of them.

4 Q How often do you update the information in the
5 renewal spreadsheet?

6 A It would -- it would be quite often, monthly,
7 maybe bi-monthly. You know, we come up with a new report,
8 we find a new way to do it. This -- this particular
9 spreadsheet was really a work of progress over maybe 20
10 years, at the time 16.

11 Q And how does Forum Benefits use the renewal
12 spreadsheet in the renewal process?

13 A And so it's, basically, the -- the basic engine
14 behind it, so it can calculate everything from Affordable
15 Care Act penalties to just demographics. It gives us an
16 opportunity to compare with carrier numbers that they're
17 putting out for the renewal, so it really is -- it's kind
18 of my guide for a lot of things when I'm talking to an
19 underwriter to -- to negotiate rates on behalf of our
20 client.

21 Q All right. I want to talk about Monday morning
22 telephone calls. Do you know what I'm referring to?

23 A Yeah.

24 Q Okay. Apparently, how often does Forum Benefits
25 conduct these telephone calls?

1 A That -- at that time it was every Monday, they
2 are now switched to Tuesday, but back then it was every
3 Monday.

4 Q And to be clear at that time we're referring to
5 2016?

6 A Correct.

7 Q Who is -- what company is Strategy Plastics? Who
8 are they?

9 A Strategy Plastics was a group that was -- was
10 part of 2000 and -- I guess in late 2016 was a renewal. I
11 can't remember the account manager attached to it. It
12 might have been Heather Edwards, but they were a company, I
13 believe, out of Spartanburg, with a parent corporation of
14 up in the Midwest somewhere.

15 Q And what information, if any, did you discuss
16 about Strategy Plastics during the Monday morning phone
17 calls in this timeframe of October/November of --

18 A Yes, so -- so --

19 Q -- 2016?

20 A So every Monday meeting we went through every
21 renewal that we're working on for the next several months.
22 We talked about everything, who was competitive, who was
23 not, what our strategy was, what -- any pitfalls, any
24 claims that we knew about that may impact talking to an
25 underwriter. It was, basically, a group meeting with every

1 single one of our accounts that was coming up for renewal,
2 so we'd all be kind of on the same page, depending on who
3 had to -- which -- which duty.

4 Q And did you discuss particular things about
5 Strategy Plastics?

6 A Oh, yeah, sure.

7 Q Why?

8 A Well, that's what we did. We -- we did it on
9 every Monday morning call.

10 Q Historically, how often would Forum Benefits lose
11 a client?

12 A So if we go back probably 15 years, our retention
13 rate's probably in the 96 to 97 percent range, and that's
14 gotten better over the years. We -- I know I'm tempting
15 fate by saying this, but we -- we've got about 230 clients.
16 We haven't lost anything since last year, so we're -- we're
17 -- we're a very heavy service organization. We're not
18 great at sales, we're really good at service due to the
19 staff, so our companies just don't leave us.

20 Q I'm gonna pass you a document that will be marked
21 as Plaintiff's Exhibit 15.

22 A (Reviews document.)

23 Q Do you recognize what's shown in Plaintiff's
24 Exhibit 15?

25 A Yeah, that is a -- a listing, and it was a -- a

1 point in time when we found out all these agent records
2 were coming, and -- and Bannon had gone to work elsewhere.
3 We -- it looks like we added after that.

4 Q I -- I just need to ask that question.

5 A Okay.

6 MR. LEBLANC: At this point we'd move Plaintiff's
7 Exhibit 15 into evidence.

8 (Whereupon, Plaintiff's Exhibit Number 15 is marked for
9 identification.)

10 MR. LEHRER: We do object, Your Honor.

11 THE COURT: All right. Is it just that there's no
12 proper foundation at this point?

13 MR. LEHRER: There's no proper foundation but there's
14 -- there's some other things that just --

15 THE COURT: All right, Ladies and gentlemen, if you'll
16 excuse us for just a little bit, I'm going to take up a
17 matter of law, and so we'll take this time, just go ahead
18 and stretch your legs, use the restroom, and we'll bring
19 you right back in, okay?

20 BAILIFF: The Jury's clear, Your Honor.

21 (Whereupon, the Jury leaves the courtroom.)

22 THE COURT: All right. Thank you, sir. All right,
23 yes, sir, what's your --

24 MR. LEHRER: Your Honor, this list contains a
25 compilation of some of Mr. Bannon's clients. There's two

1 companies listed here. There's never been no foundation
2 that they were his clients, and when, in fact, they're not;
3 and so to put -- to admit a document that has a list of
4 companies and revenues were lost when they haven't even
5 established that this -- these were his clients is
6 completely wrong.

7 THE COURT: All right.

8 MR. LEBLANC: And once I have the document in
9 evidence, I'd like to have him testify about it. And what
10 -- what he created -- this man created the document to
11 document the lost business as a result of the allegations
12 in this complaint.

13 THE COURT: Right, but what they're saying is, is that
14 you're calculating losses that don't exist.

15 MR. LEBLANC: Well, I'm not -- I'm not sure how -- I
16 don't know -- I don't know what you mean by that.

17 THE COURT: Well, if they weren't his clients, how did
18 he create the -- the loss? And that's what they're saying
19 that you're going to -- you're going to submit that back to
20 them, and that's going to bolster the amount of losses
21 based on the fact that those weren't even Mr. Bannon's
22 clients.

23 MR. LEBLANC: Well, I'll provide testimony about that.

24 MR. LEHRER: Your Honor --

25 MR. LEBLANC: I'll be happy to provide it before --

1 MR. LEHRER: They --

2 MR. LEBLANC: -- I put the document into evidence. I
3 -- I don't have a problem with that.

4 THE COURT: Let me see the document, please?

5 MR. LEBLANC: Can you hand it to him?

6 MR. LEHRER: It's the bottom two, Your Honor, that
7 have not been read, that they said is added, right?

8 THE COURT: Okay. Well, that's pretty important
9 seeing how --

10 MR. LEHRER: Exactly.

11 THE COURT: They're pretty high up there.

12 MR. LEBLANC: He just testified that they discussed
13 renewal strategies during the Monday morning meetings that
14 Brian Bannon was attending, and Strategy Plastics was one
15 -- one of the companies they renewed. And in evidence is
16 that log file that shows that Brian Bannon accessed, and he
17 testified he downloaded approximately 2,000 files, and one
18 of those files in that log file, which I'm going to cover
19 with him is a particularly sensitive file for Interim
20 Healthcare.

21 MR. LEHRER: Your Honor, there's no foundation to
22 connect these two clients to Mr. Bannon sufficiently to
23 produce something to a jury that throws this big number out
24 there, that there's absolutely no evidence to connect any
25 wrongdoing from him.

1 MR. LEBLANC: Any wrongdoing from Mr. Bannon?

2 THE COURT: Well, they're -- they're referencing as to
3 these two clients, Strategy Plastics and Interim
4 Healthcare.

5 MR. LEBLANC: Yeah, I just identified, he attended the
6 monthly meeting -- monthly -- the Monday morning meetings,
7 and during which renewal strategies for Strategy Plastics
8 were discussed. We believe he passed that information
9 along to Mack Ward, who was the top producer for --

10 MR. LEHERER: And --

11 MR. LEBLANC: If I could finish, please. And then, as
12 I said, I'll point to the log file where they -- where
13 Brian Bannon accessed a particularly sensitive file for
14 Interim Healthcare.

15 THE COURT: What about Stra -- Strategy Plastics?

16 MR. LEBLANC: That's the one I just -- I just said
17 about the Monday morning --

18 THE COURT: Oh.

19 MR. LEBLANC: -- meeting.

20 MR. LEHRER: Your Honor, you can't just say we think
21 -- we think that we lost these other clients because he was
22 in a meeting. They -- they would have to call somebody to
23 testify that Mr. Bannon was somehow involved in a
24 solicitation of this client after this meeting; or that he
25 -- they have personal knowledge that he transferred

1 information from this meeting about these clients. There's
2 absolutely no foundation. This witness couldn't even
3 testify to any of that type of injury. He's testifying
4 there's some guess that he thinks that this information was
5 used with no foundation. It's totally prejudicial for the
6 Jury to see those numbers.

7 THE COURT: Yeah, I don't want the Jury to see the
8 numbers.

9 MR. LEHRER: Or even his clients, I mean --

10 MR. LEBLANC: Well --

11 MR. LEHRER: -- that would have to be redacted.

12 MR. LEBLANC: When you see those -- when you say those
13 numbers, you mean the bottom two?

14 THE COURT: No, I'm talking about all the numbers. I
15 mean you can -- you can have him testify as to what he
16 assumes is his damages, but --

17 MR. LEBLANC: That's -- that's -- that's what this is.

18 THE COURT: But he's saying you can't make a
19 foundation. You have no idea whether Strategy Plastics
20 went to whomever, based on some -- what you're indicating
21 is what you think happened. You have no idea. Just
22 because Mr. Bannon went to the -- the morning meetings in
23 the renewal of Strategy Plastics, doesn't mean that some
24 way somehow, just because y'all think that he took them
25 over there, that's not enough. You need to call somebody

1 from Strategy Plastics or Interim Healthcare to come in and
2 say, "Yeah, we spoke to Mr. Bannon, and that's why we
3 decided to go that direction, as -- as opposed to this
4 direction." I mean I don't think this witness can just
5 speculate that that's the amount that he lost based on
6 those two going elsewhere.

7 MR. LEBLANC: Well, I -- I don't believe he's
8 speculating. He calculated these numbers based on the
9 commissions those two companies brought in the previous
10 year.

11 THE COURT: I'm not asking if he can -- if he can
12 calculate the damages, I'm just saying that he is -- he's
13 guessing as to why that they did not stay with his Company,
14 or that they did not renew with his Company, and they're
15 alle- -- alleging that he thinks it's because of Mr.
16 Bannon, correct?

17 MR. LEBLANC: That's -- that's correct.

18 MR. LEHRER: Yeah, I mean that's all we've got --
19 that's all they got, Your Honor.

20 THE COURT: I mean he can't testify as to that.
21 Now, if these companies, Alpha Genesis, if they went with
22 Mr. Bannon and they didn't renew with him, sure, I've got
23 no problem with him testifying as to all that, but not two
24 speculative ones that he was in a morning meeting for one.

25 MR. LEBLANC: All right. Here's what I'm gonna --

1 here's what I'd like to show --

2 THE COURT: All right.

3 MR. LEBLANC: -- if you can. Can you put 16 up on the
4 board, please, and go to row 820. It's on the left, row
5 820, scroll back.

6 All right, do you see that monthly versus claims
7 reporting, Your Honor?

8 THE COURT: Yes, sir.

9 MR. LEBLANC: That contains, again, proprietary trade
10 secret information about Interim Healthcare and every other
11 client of Forum Benefits.

12 THE COURT: Okay. So are you going to call somebody
13 from one of these two companies to indicate why that they
14 chose not to renew with Forum?

15 MR. LEBLANC: No, sir, I don't believe I have to do
16 that. I think --

17 THE COURT: I believe -- I believe you do.

18 MR. LEBLANC: Well, the -- when we get to that point,
19 I understand, but I believe we can put this into evidence;
20 and if -- if it's not sufficient evidence, I understand,
21 but I believe we're entitled to put it into evidence.

22 THE COURT: You're talking about this or this?

23 MR. LEBLANC: Well, this --

24 THE COURT: Now you're talking about two things.

25 MR. LEBLANC: This is our -- Exhibit 16 is already in

1 evidence.

2 THE COURT: Okay.

3 MR. LEBLANC: And we will have testimony that that
4 file that was downloaded --

5 THE COURT: Yeah.

6 MR. LEBLANC: -- provided a competitive advantage for
7 somebody to take Interim Healthcare from us.

8 THE COURT: Okay. Well, I -- I think you can test --
9 if he wants to testify to that, but I'm not going to -- I'm
10 not going to let you put in just these numbers.

11 MR. LEBLANC: Why not? I mean --

12 THE COURT: Because it's speculation. He doesn't
13 know. I mean he can sit there and say why wouldn't he just
14 put -- why wouldn't have just put a million, I mean that's
15 what I would put. I'd say I lost a million.

16 MR. LEBLANC: No, they I -- I already answered --
17 those numbers are the commissions.

18 THE COURT: I -- I understand that.

19 MR. LEBLANC: They're -- they're not speculative
20 numbers, they're historic.

21 THE COURT: But you're stills speculating as to why
22 they went with a -- with a competing company.

23 MR. LEBLANC: Well, I believe the evidence is that
24 they went with a competing company, because --

25 THE COURT: You're going to have to call somebody from

1 that Company to come in here and tell you why they didn't.

2 MR. LEBLANC: Respectfully, I don't think so. I think
3 we put into evidence that --

4 THE COURT: All right, I've made -- I've made my
5 ruling.

6 MR. LEBLANC: I understand, and your ruling is --

7 THE COURT: That my -- my job is to make the decision.

8 MR. LEBLANC: Yes, sir.

9 THE COURT: I'm against you putting this into
10 evidence, I've made my ruling.

11 MR. LEBLANC: And your ruling is?

12 THE COURT: That the numbers aren't coming in, and he
13 can't speculate as to why they went somewhere else. If you
14 want to find out why Strategy Plastics and Interim
15 Healthcare went somewhere else, bring them in here, let
16 them tell us.

17 MR. LEBLANC: Are you saying none of the numbers come
18 in, or just Strategy Plastics and Interim Healthcare?

19 THE COURT: Well, I mean if you want to bring the
20 portions of what y'all allege are your damages, I've got no
21 problem with that, but, no, not the two speculative ones as
22 to Strategy Plastics and Interim Healthcare. Again, that's
23 just speculation.

24 MR. LEBLANC: It's speculation as to why they left?
25 Is that -- is that the speculation, or is it --

1 THE COURT: Yes.

2 MR. LEBLANC: -- the amount?

3 THE COURT: I don't really care about the amount. If
4 you -- the two -- you can't speculate why Strategy Plastics
5 and Interim Healthcare went with a competing company.
6 Unless you bring them in here and they say, "This is why we
7 left." Because there's 14 trillion reasons why they could
8 have left. They didn't like the products, they didn't like
9 the people, they didn't like Mr. Stritt, they liked Mr.
10 Bannon, they can -- I mean there's -- again, I just made up
11 five right there. All right, before -- we'll take a five-
12 minute break.

13 MR. LEBLANC: Yes, sir.

14 (BRIEF RECESS)

15 (Whereupon, the Jury enters the courtroom.)

16 BAILIFF: The Jury's seated, Your Honor.

17 THE COURT: All right, thank you very much. All
18 right.

19 MR. LEHRER Your Honor, do we need for the record a
20 ruling on the objection, sustained?

21 MR. LEBLANC: I believe he made it outside the
22 presence of the Jury.

23 THE COURT: Yeah, I -- I'm fine. I mean I think that
24 the -- that the record's clear. Correct, Ms. Cathy?

25 COURT REPORTER: Yes, sir.

1 THE COURT: All right, he's good.

2 MR. LEBLANC: Will you please put up Plaintiff's
3 Exhibit 16 again? You can go to line 820.

4 BY MR. LEBLANC: (Continuing)

5 Q Mr. Stritt, do you see line eight -- row 820 in
6 Exhibit 16?

7 A (Reviews document.) Correct.

8 Q What file is described in that row?

9 A So that is our -- basically, our monthly premium
10 versus claims, and all individual claims information we
11 keep on all of our accounts -- all of our larger accounts.

12 Q Okay, and -- and where on the SharePoint server
13 is that file located?

14 A I believe it's under the main section, under
15 Account Management.

16 Q And that -- that Excel -- that's an Excel
17 spreadsheet; is that --

18 A That's --

19 Q -- right?

20 A -- correct.

21 Q And it contains what information?

22 A So we keep a running total of loss ratios by
23 group, by subgroup, and then also any large claims data
24 that was either given to us by the carrier or that we get
25 internally from our Client Service Team, or our Client

1 Service Manager. Or the Account Manager and handle it as
2 well.

3 Q And so how many account -- how -- how many --
4 information from how many accounts is included in that
5 spreadsheet?

6 A Probably 50 up to 75.

7 Q And is that all the accounts of Forum Benefits?

8 A No, no, no. These are larger accounts.

9 Q Okay. How large is Interim Healthcare?

10 A About -- I believe at the time they were about
11 250 employees.

12 Q Two hundred and fifty employees, how does that
13 compare to the average size client that Forum Benefit has?

14 A So our -- our average is probably gonna be in the
15 50 or 100 range, so it's larger.

16 Q So this is a larger client?

17 A Correct.

18 Q And what information would this file contain
19 about Interim Healthcare?

20 A So we'd have all --

21 MR. LEHRER: Object -- object to relevancy, the file
22 of Interim Healthcare. There's no foundation of either who
23 this is or why that company would be relevant to this case.

24 THE COURT: What was the question?

25 MR. LEBLANC: What information would this file have

1 regarding Interim Healthcare?

2 THE COURT: All right, I'll -- I'll overrule the
3 objection. I'll let him answer what would be contained in
4 -- in the file.

5 MR. LEBLANC: Okay.

6 BY WITNESS: (Continuing)

7 A So it would be monthly premium versus claims.
8 We'd probably have some Pharmacy information, if we could
9 get that from the carrier, would be large claims data, or
10 anything that we felt on the horizon might be an issue when
11 it came to renewing that group with carriers or putting it
12 out to market.

13 Q Okay, you said monthly premium versus claims, is
14 that what was discussed yesterday as a loss ratio?

15 A Sure, sure.

16 Q Would a competitor who had access to this
17 information find it useful to take that client?

18 MR. LEHRER: Objection, Your Honor, speculation.

19 THE COURT: I'll sustain it.

20 BY MR. LEBLANC:

21 Q What use would a competitor have for this
22 information?

23 A. The same.

24 THE COURT: I'll sustain it.

25 MR. LEBLANC: At this time we would proffer Exhibit 15

1 into evidence, subject to the Court's ruling, and we would
2 also put into evidence -- or I'm sorry, pass to the -- the
3 witness a Plaintiff's Exhibit 15A. Did I give you that
4 15A?

5 (Whereupon, Plaintiff's Exhibit 15A is marked for
6 identification.)

7 THE COURT: Ladies and gentlemen, there's an issue I
8 need to take up outside of your presence, so if you will,
9 just excuse us. I'll bring you right back in in a few
10 moments.)

11 (Whereupon, the Jury leaves the courtroom.)

12 BAYLIFF: The Jury's cleared, Your Honor.

13 MR. LEHRER: Your Honor, it goes back to -- I mean I
14 think --

15 THE COURT: Well --

16 MR. LEHRER: I'm sorry.

17 THE COURT: Mr. LeBlanc, I want you to show them right
18 now every single thing you intend to discuss with this
19 witness, everything, y'all talk about it right now.

20 MR. LEBLANC: Do you want me to ask questions and have
21 him answer, or just talk about what I'm going to --

22 THE COURT: Show them first, because we need -- we've
23 got to quit doing it this way. This way isn't working.

24 MR. LEBLANC: Okay, I would present 15A to him.

25 THE COURT: Okay, so what's your objection as to 15A?

1 MR. LEHRER: These numbers, Your Honor, like I mean he
2 -- I think you kind of -- you -- you explained he can go
3 off memory of what he thinks these accounts are, but he
4 could have put any number in here. Like to hand a document
5 to the Jury --

6 THE COURT: It's not going back to the Jury with
7 numbers on it. You can argue your damages, but, again, I
8 -- like I said, I would put a million in there, by the way,
9 so let me see that document, please?

10 MR. LEHRER: It -- it's the same document, he just
11 took off the two, the Interim and the Strategy.

12 THE COURT: Oh, got you, so I --

13 MR. LEBLANC: So I would say whose clients are listed
14 on here, Brian -- Brian Bannon's clients. These are the
15 clients that left to AssuredPartners, yes.

16 THE COURT: Okay.

17 MR. LEBLANC: How much commissions did these clients
18 generate per year before they left, and then the witness is
19 not required to testify from memory, he's gonna say, "I
20 created a spreadsheet here of the revenues those clients
21 generated in the previous year.

22 THE COURT: Okay, how did he come up with that number?
23 I mean what did he --

24 MR. LEBLANC: He ran a report.

25 THE COURT: All right.

1 MR. LEBLANC: This was produced. This is Plaintiff's
2 Exhibit 1 in his depo -- or Defendant's Exhibit 1 in his
3 deposition.

4 THE COURT: All right.

5 MR. LEHLER: But there's no background found. Like
6 you said, Your Honor, we -- we don't know where these
7 numbers came from. Like there's no background --

8 THE COURT: Did you ask him about that in his
9 deposition, or did you --

10 MR. LEHLER: I'd have to look back, Your Honor, of the
11 exact testimony on those numbers, but --

12 MR. CARLSTEDT: Part -- I'm sorry to interrupt, Your
13 Honor, part of the problem is in his deposition he told us
14 he didn't know what the damages were, that they were too
15 speculative; and now it sounds like he's gonna get up there
16 and start opining like an expert, so we're gonna have some
17 case law that we're gonna introduce, and he's gonna start
18 coming up with, you know, computations and algorithms and
19 the whole thing like he's an expert. As a business owner,
20 he cannot do that.

21 MR. LEBLANC: That's not true. If a witness testifies
22 at a deposition and says, "I don't, you know, I -- I can't
23 tell you what the number is," he's already produced this,
24 he's already been examined on this. He's just saying, "I
25 -- I don't have the number in my head."

1 THE COURT: When y'all produced this, when was he
2 examined on it?

3 MR. LEBLANC: Four years ago.

4 MR. CARLSTEDT: No, no, no.

5 MR. LEBLANC: I'm sorry.

6 MR. CARLSTEDT: No, no, no.

7 MR. LEBLANC: February 22, 2018.

8 MR. CARLSTEDT: Yeah, he -- he was the 30(b)(6)
9 corporate representative in February of 2020, years, and
10 they knew from the subject areas that damages were a
11 subject area.

12 MR. LEBLANC: If you look at the exhibit, it has an
13 exhibit sticker on it that says, "February 22, 2018, 1
14 Stritt." That's when this exhibit was -- he was examined
15 on this.

16 THE COURT: All right.

17 MR. LEHRER: And maybe I can offer a compromise.

18 THE COURT: Okay.

19 MR. LEHRER: As -- as long as the numbers don't go
20 back to the Jury, if he -- I mean we're not gonna -- we're
21 not letting them have this sheet, but if he's reading from
22 it, it's just like it gives it some validity that there's
23 some formulation, like there's just got to be more of a
24 foundation.

25 THE COURT: I agree, there has to be more of a

1 foundation of now he's gone and ran a report.

2 MR. LEBLANC: He is the owner of the business and ran
3 a report on commissions for these clients, that -- that
4 uniquely identifies the basis for damages. If we hired an
5 expert, and the expert would have asked him to do exactly
6 what he did, then the expert would have said, "They ran the
7 report, I added up the numbers, and this is what it came
8 to."

9 THE COURT: What's AOR again?

10 MR. LEBLANC: Agent-of-record.

11 MR. CARLSTEDT: And, Judge, one -- one thing I want to
12 clarify, because I think Mr. LeBlanc is mistaken. Mr.
13 Stritt was deposed individually, which is probably when
14 that exhibit was used. Years later he was deposed as the
15 corporate representative on damages. That document had
16 already been used in the corporate representative
17 deposition, which was February of 2020, he didn't know a
18 thing about damages. He couldn't tell us what they were.

19 MR. LEBLANC: He had already testified what they were.
20 It's --

21 THE COURT: Why didn't he say, "I've already testified
22 as to what they were?"

23 MR. LEBLANC: Well, it's not a memory test. They had
24 the information. You can't take a depo -- you cannot take
25 a deposition, and just because the witness says the sky is

1 green, say, well, the sky must be green. You've -- you've
2 already had evidence, the witness has testified that "These
3 are my damages. I -- I ran a report, I gave it to you,
4 this is what I'm claiming as damages." They chose not to
5 pursue that inquiry. They've always taken the position
6 that we needed to hire an expert, which is absolutely not
7 correct. Hiring an expert would simply parrot what he's
8 gonna say.

9 MR. CARLSTEDT: It depends on what he's going to
10 testify to, Your Honor. He's right about that, I don't
11 know what he's gonna say. This is a corporate
12 representative whose answers are binding on behalf of the
13 corporation, he couldn't tell us. His individual testimony
14 was not binding on behalf of the corporation.

15 MR. LEHRER: Your Honor, we had discovered -- plus
16 we've asked for all documents that showed evidence of
17 damages, and there's no -- we have never been produced some
18 -- some foundation documents that show these are the actual
19 numbers versus these are the numbers that Brian Stritt just
20 came up off the top of his head.

21 MR. LEBLANC: Your Honor, we do -- you do not have
22 to --

23 THE COURT: Did you -- did you produce the report that
24 he utilized in calculating these numbers to them as per
25 their request?

1 MR. LEBLANC: We -- they were not underlying that
2 documents, it's in a computer system.

3 THE COURT: Well, that's the whole point that you --
4 that you've been talking about, it's in the computer
5 system. I mean it's in the Cloud, so why can't you
6 download the information that he was able to look at and
7 produce it to them?

8 MR. LEBLANC: We did. He -- he generated a report.
9 This is the report --

10 THE COURT: I understand that, but he had to go to
11 look to something to get that report, so why didn't you
12 produce what he went to, i.e., I guess these commission
13 reports or whatever. I don't even know what it was,
14 because I'm not in the insurance business, but what did he
15 utilize to calculate these? If they've asked for that, why
16 was that not produced?

17 MR. LEBLANC: It -- it was not produced. They asked
18 for -- we don't -- sorry, let me back up. A plaintiff is
19 not required to -- no party's required to generate a
20 documents to satisfy a production request. You're just not
21 required to create documents. So there was not a report
22 that existed. They didn't -- a company doesn't consider
23 commissions by a client by a producer, so there's -- this
24 report didn't exist before this lawsuit, so when -- when a
25 producer left and took business he said, "Well, gosh, I

1 need to put a number on how much business I've lost, let's
2 run a report of commissions for the clients that were his
3 clients that left. This is the report, we've produced it.
4 If they wanted to inquire into the underlying data, and
5 this happens in cases I've handled all the time, then they
6 ask, "Hey, we want to come and inspect your records. We
7 want to look at your system. We would -- we would like you
8 to generate a report for us." And that happens in cases
9 all the time, and the parties say, "What report would you
10 like, because I don't want to play Whac-A-Mole, tell me
11 what -- what report you want to generate?" They have never
12 said this was inadequate. They've always just said,
13 "Where'd this come from?" And he testified, "I ran a
14 report of the commissions for these things."

15 MR. LEHRER: Your Honor, that's not our job. We asked
16 for all evidence and documentation of damages. It's not
17 our job to -- to go out and show them how to produce the
18 reports that show how these -- these numbers are
19 calculated, that's not our job.

20 MR. LEBLANC: And we're not required to generate
21 reports. If they were not -- if we generated this report,
22 if they were not happy with it, if they wanted the
23 underlying data, they could have said, "We'd like to see
24 the underlying data." They took this and just stuck their
25 head in the sand, and now -- as they've done some other

1 things, but now they're complaining about it. A witness,
2 he can testify from his own personal knowledge that this
3 report was generated and those are the numbers that came
4 out of the report. This is not something he's making up,
5 it's a generated report that was produced to them three
6 years ago -- three and a half years ago.

7 MR. LEHRER: Your Honor, they could have easily done
8 -- they could have asked Mr. Bannon, "Do these numbers look
9 -- Do you have any --," like, they just can't just sh- --
10 show up with Mr. Stritt, and he just come up with whatever
11 numbers he wants on the stand.

12 THE COURT: All right.

13 MR. LEHRER: I mean they're -- they're, obviously --

14 THE COURT: I agree.

15 MR. LEHRER: -- carrier documents that show the
16 revenue.

17 THE COURT: You can -- you can ask him about the lost
18 commissions and, obviously, that he lost commissions, based
19 on Alpha Genesis, Carolina Youth Development Center, all
20 those leaving his company and going with Mr. Bannon, but
21 we're not going to talk specific numbers, all right? Show
22 me -- show me the next document that you're going to show
23 him.

24 MR. LEHLER: You mean he can show me.

25 THE COURT: Well, yeah.

1 MR. LEHLER: Yeah.

2 THE COURT: Well, I mean I don't want to have to do
3 this again --

4 MR. LEHLER: Yeah.

5 THE COURT: -- to the Jury, show them all.

6 MR. LEBLANC: I will inquire on him, and -- it might
7 help, Your Honor, can I show you this document, so you have
8 it, so when I -- this is the document we were just talking
9 about.

10 THE COURT: Yeah, you showed it to me about --

11 MR. LEBLANC: No, I mean as I -- as I discuss it, I
12 think it will make sense if you can see it.

13 THE COURT: Oh, got it.

14 MR. LEBLANC: That's what I meant.

15 MR. LEHLER: That's the same document we're talking
16 about?

17 MR. LEBLANC: Yeah.

18 MR. LEHLER: Okay.

19 MR. LEBLANC: So I will identify what clients are --
20 were Brian Bannon's clients that left, and I'll run through
21 the list of clients in there. And the next question will
22 be, "Which of those clients utilized Employee Navigator?"
23 And he'll identify them.

24 THE COURT: Okay.

25 MR. LEBLANC: Which of those clients utilized Employee

1 Navigator and Brian Bannon provided the login credentials
2 to AssuredPartners, --

3 THE COURT: Okay.

4 MR. LEBLANC: -- and he'll identify those. "How many
5 other accounts did Brian Bannon have that used -- utilized
6 Employee Navigator?" So there are six or seven other
7 accounts that used Employee Navigator.

8 THE COURT: Okay.

9 MR. LEBLANC: All right? "So how many of those six or
10 seven other accounts that utilized Employee Navigator did
11 Brian Bannon provide login credentials to AssuredPartners?"
12 None that he know -- knows of. That shows, contrary to
13 some arguments that have been made, that shows that but for
14 them providing login credentials, those clients don't
15 transfer, those login credentials are the trade secret
16 theft, so that is the -- that is the 100 percent consistent
17 evidence of if a Brian Bannon client had Employee Nav-
18 Navigator that had login credentials, and if Brian Bannon
19 provided those login credentials to AssuredPartners, all
20 three of those clients left. The six clients that had
21 Employee Navigator access and did not provide login
22 credentials to AssuredPartners, all six of those stayed.
23 That is direct causation. That is direct evidence of
24 causation.

25 THE COURT: Get back to this.

1 MR. LEBLANC: Okay.

2 THE COURT: What's the next document you're going to
3 show him?

4 MR. LEBLANC: We will have testimony, no documents,
5 about in this timeframe. So Brian Bannon left in November
6 2016, and in December 2016 his company sold to Alera, was
7 sold -- was purchased by Alera. And when Alera found out
8 that Brian Bannon was leaving, Alera identified -- they
9 identified that the lost commissions would be approximately
10 \$220,000. He'll testify to all of that. It's in
11 documents, I don't plan on putting them in, because they're
12 sensitive documents. But he can testify to it.

13 MR. LEHRER: It's hearsay, Your Honor. He's testified
14 to what some -- somebody else calculated that's not here to
15 testify.

16 THE COURT: Yeah, you can't do that.

17 MR. LEBLANC: He was the party to the transaction, so
18 it'll come out that how -- how was --

19 THE COURT: Why say 200, why wouldn't he say six
20 million?

21 MR. LEBLANC: Pardon?

22 THE COURT: I mean he just can't come up with a
23 number.

24 MR. LEBLANC: I -- I can -- I'll put the document into
25 evidence. I -- I don't have a problem with that.

1 THE COURT: Show me the document.

2 MR. LEBLANC: Let me show you the document. It's that
3 one page of the contract. It's Bates number 2359, it's
4 Schedule 2.5 in the purchase agreement.

5 MR. LEHLER: Can I look at it first?

6 MR. LEBLANC: Yeah, let's see.

7 MR. CARLSTEDT: What he's about to testify to, what he
8 wants him to testify to is entirely inconsistent with the
9 document he's about to show you.

10 MR. LEHRER: Yeah, Your Honor, I mean the numbers are
11 totally different, and this is something that there's no
12 witness who drafted these -- came up with these
13 calculations that's here to testify. He can't just hearsay
14 establish the -- the damages in this case with somebody
15 else calculating.

16 MR. LEBLANC: It's part of the contract that he
17 signed. I don't want to disturb you, but I do have
18 something to add related to the question earlier.

19 THE COURT: Well, this document isn't -- this proves I
20 was right because in the contract he says that the book of
21 \$219,000, approximately 91 of these expected not to renew,
22 and you have on this one it's going to be \$200,232, off by
23 about \$109,000.

24 MR. LEBLANC: Not -- not if you don't -- not if you
25 take Interim Healthcare and Strategy Plastics off.

1 THE COURT: I know, but, again, that's speculation.
2 You have no idea about that.

3 MR. LEBLANC: But I mean off, so if you take it out,
4 that that speculation out, you get the 91,000.

5 THE COURT: But I don't --

6 MR. CARLSTEDT: Your Honor -- Your Honor that shows
7 that they're --

8 THE COURT: This is what you were going to show the
9 Jury though?

10 MR. LEBLANC: Yes.

11 THE COURT: That's my point. That you were going to
12 show them 200,000 based on speculation. And so, obviously,
13 we know that you can't do that. All right, so what is your
14 intention as to this? Again, we're back at the same
15 argument. We have no idea where those numbers came from
16 other than the testimony, "That I ran a report?"

17 MR. LEHRER: Well -- and, clearly, the numbers contain
18 two clients that we've removed already -- that are not Mr.
19 Bannon's that we've moved -- removed already, so those
20 numbers are completely tainted.

21 THE COURT: I'm -- I'm sorry.

22 MR. LEHRER: Those numbers are completely tainted.
23 The other thing, Your Honor, I believe this was an
24 attorney, it is an attorney's eyes only document. They
25 marked it attorney's eyes only. I've never even been able

1 to talk to my client about this document. And neither one
2 of my clients have ever been able to ever see this
3 document. And they're putting attorney's eyes only
4 document as their evidence of damages in this case? That
5 -- I mean I -- I just don't understand how that's even
6 possible. I mean really you're -- I don't even think
7 you're allowed to see it, Your Honor. I mean it was --
8 this is under the attorney's eyes only provision. I mean,
9 obviously, you can see it, but like everybody else --

10 THE COURT: Okay.

11 MR. LEHRER: -- in this courtroom's not even allowed
12 to see it. The Jury can't see it, because they've marked
13 it as attorney's eyes only.

14 MR. LEBLANC: This document was produced during its
15 discovery request that they made, and this document is one
16 page of probably a thousand pages of documents that show
17 where these number came -- these numbers came from. So
18 they argu -- and that's what I wanted to add, there have
19 been reports provided. I forgot about all this accounting
20 stuff that had been provided. The purchaser of Forum
21 Benefits in December of 2019 did all sorts of accounting
22 analysis to say, "You're losing this producer, and this is
23 how we value his book of business, and as a result, we are
24 reducing the purchase price of your company by 1.5 million
25 dollars." That's how an -- an arm length's transaction a

1 part -- a purchaser of a business said, "These are your
2 damages." Because that guy's leaving, an arm length's
3 transaction, they said, "We were going to pay you something
4 before, and now we're going to pay you 1.5 million dollars
5 less." It doesn't -- that evidence doesn't get any better.

6 MR. LEHRER: Your Honor, the fact that the owner who's
7 selling the business gets less money and -- or has
8 absolutely no relevance to the damages of Forum Benefits,
9 LLC, the ongoing entity. Like this -- these are his
10 personal damages they're talking about. He didn't get as
11 much on his -- when he sold his company. This should never
12 come into the Jury, that somehow him having a hundred and
13 -- 1.5 million held back in his sale of a company that is
14 still ongoing is somehow damages in this case? That -- I
15 -- I mean I have no idea how that is even proper.

16 THE COURT: Did Forum -- what are you saying --

17 MR. LEHRER: So Forum --

18 THE COURT: -- about the sale?

19 MR. LEHRER: He sold his business, Forum Benefits, and
20 he got 8.68 million.

21 THE COURT: Okay.

22 MR. LEHRER: 1.5 was held back as an earn out, like he
23 had to meet certain conditions after the sale for growth.
24 That's not a damage to the business, the business continued
25 under the new ownership. He's the prior owner.

1 THE COURT: Right.

2 MR. LEHRER: He sold it, now he's no longer an owner.
3 The new owner should be happy. They got to reduce their
4 price by 1.5 million, like how this comes into the Jury is
5 -- is completely improper. And he -- yeah, he was paid
6 later, Your Honor.

7 MR. CARLSTEDT: All of it was paid. It was all --

8 MR. LEHRER: It was paid.

9 MR. CARLSTEDT: He got the entire hold back.

10 MR. LEHRER: He met the --

11 MR. CARLSTEDT: All of It.

12 MR. LEHRER: He met the earnout, so it's just -- we're
13 going through like this total irrelevant --

14 THE COURT: He got all the money.

15 MR. CARLSTEDT: Exactly.

16 MR. LEHRER: He got all the money, Your Honor, we're
17 -- we're wasting time here.

18 MR. LEBLANC: The Plaintiff is Forum Benefits, LLC.
19 It was Forum Benefits, Inc. In a arm's length transaction,
20 a --

21 THE COURT: Hold on, where are the new owners?

22 MR. LEHRER: They're not here, Your Honor.

23 THE COURT: Well, the new owners should be the one
24 coming in here saying, "That I -- I should have been paid
25 the 1.5. I got duped out of my 1.5."

1 MR. LEBLANC: Sir?

2 MR. LEHRER: Exactly, Your Honor.

3 MR. LEBLANC: No, you -- you --

4 MR. LEHRER: They're happy, Your Honor. They -- they
5 got to hold back the money, okay? The new owners got to
6 hold back the money --

7 THE COURT: Right.

8 MR. LEHRER: -- and the evidence will show they said,
9 "Okay, Mr. Stritt, to get this money you've got to grow the
10 profits by five percent in 2017."

11 THE COURT: Right.

12 MR. LEHRER: So he -- he grew them.

13 THE COURT: Okay.

14 MR. LEHRER: And then he got the earnout, so the new
15 owner got the five percent growth, and just paid the
16 original price, like they came out like bandits in this
17 deal. They should be thanking Brian Bannon. The new owner
18 should be thanking Brian Bannon.

19 THE COURT: Yeah.

20 MR. LEBLANC: Here's the analogy I would make, Your
21 Honor.

22 THE COURT: All right.

23 MR. LEBLANC: You've got a hotel, --

24 THE COURT: Okay.

25 MR. LEBLANC: -- 200 rooms.

1 THE COURT: Got it.

2 MR. LEBLANC: An arsonist comes in and burns down 25
3 percent of them.

4 THE COURT: Not good.

5 MR. LEBLANC: Not good. A willing buyer says, "Hey,
6 you just lost 25 percent of your rooms, we're gonna pay you
7 25 percent less."

8 THE COURT: Okay.

9 MR. LEBLANC: So your damages right then are how much?

10 THE COURT: Twenty-five percent less than the purchase
11 price.

12 MR. LEBLANC: Correct.

13 THE COURT: Okay.

14 MR. LEBLANC: Now, over the next year that buyer says,
15 "But if you increase your profitability, we will pay you
16 that 1.5 million dollars."

17 THE COURT: You -- you build the rooms back.

18 MR. LEBLANC: Okay, follow -- follow along.

19 THE COURT: Okay.

20 MR. LEBLANC: So you don't do anything with that 25
21 percent of rooms, --

22 THE COURT: Okay.

23 MR. LEBLANC: -- but you build a new wing --

24 THE COURT: Okay.

25 MR. LEBLANC: -- that -- that replaces new business,

1 so now you've earned the earnout. The company is still
2 damaged 25 percent by the arsonist. The company has
3 independently created and generated new business to -- to
4 meet the -- the earnout conditions. That's what happened.

5 THE COURT: Okay.

6 MR. LEBLANC: So that the hotel is still damaged 25
7 percent, those rooms are still broken, that's the damage.
8 That's exactly what happened here. They're selling their
9 company, and a buyer says, "Hey, it looks like \$220,000 is
10 getting ready to walk out the door, --

11 THE COURT: Okay.

12 MR. LEBLANC: -- so we're gonna pay you 1.5 million
13 dollars less.

14 THE COURT: Okay.

15 MR. LEBLANC: But if you increase your profitability
16 next year, you can earn that back." And what they did is,
17 they got new business, they cut their expenses, and they
18 increased their profitability to earn the earnout, but
19 they're still damaged by the loss of business that's in
20 Plaintiff's Exhibit 15. They're still damaged by the --
21 the rooms that are no longer available.

22 MR. LEHRER: Your Honor, can I give an analogy that I
23 think --

24 THE COURT: Sure.

25 MR. LEHRER: -- makes a lot more sense. Before the

1 sale, they knew that Brian Bannon left and clients were
2 leaving.

3 THE COURT: Correct.

4 MR. LEHRER: Okay? The new owner said, "Oh, wow, the
5 -- the deal we had, is it still good?" And they said, "No,
6 we're gonna add this earnout." That's called damage
7 mitigation.

8 THE COURT: Correct.

9 MR. LEHRER: And they said, "Okay, well we're fine
10 either way. If -- if -- if you -- we're gonna hold this
11 back, and if you, Brian Stritt, grow the business five
12 percent, then we're fine, like the sale price was good; but
13 if you don't, we're gonna hold this back, we're gonna
14 protect ourselves." That's called damage mitigation. They
15 can't produce -- they can't tell the Jury that this 1.5
16 that he got held back is somehow damages against the
17 Defendants, like that we should pay a 1.5 million, that is
18 ridiculous. There's no -- there was no loss, he got the
19 money, and then later got what they negotiated. They --
20 before they sold -- well, before they bought his business,
21 they knew what had happened.

22 THE COURT: Right.

23 MR. LEHRER: So they -- they -- they're a
24 sophisticated business, said, Well, here's the deal, if
25 you're gonna -- we're gonna go through, we're gonna

1 mitigate that.

2 THE COURT: Okay.

3 MR. CARLSTEDT: And they -- they originally said, Your
4 Honor, in their interrogatory answers that part of the
5 damages were the 1.5 million dollar earnout, because he
6 didn't, you know, get it, they later waived that, he said,
7 "That's not part of the damages." So all along this has
8 kind of been Mr. Stritt's effort to get his money back
9 personally, but that's his --

10 MR. LEHRER: But he got it, so it doesn't --

11 MR. CARLSTEDT: But the earn out money goes to Mr.
12 Stritt personally, but they identified that as an item of
13 damages in their interrogatory answers.

14 THE COURT: For Forum.

15 MR. CARLSTEDT: For -- for Forum, that's correct, but
16 then they waived that once he got the full earnout pay. So
17 now we've got this new argument that's come in, and now
18 somehow one and a half million that they're gathering --

19 THE COURT: I -- I --

20 MR. CARLSTEDT: -- which is going to be different than
21 the deposition testimony, that's what it sounds like
22 they're going to testify to.

23 MR. LEHRER: The -- the Jury can't hear the number
24 1.5 --

25 THE COURT: They're not going to hear anything about

1 that.

2 MR. LEHRER: -- million, Your Honor.

3 THE COURT: They're not going to hear anything about
4 that. I'm just trying to see if we can keep going forward
5 with this witness now to try to elicit whatever testimony
6 that they want to elicit without having to keep sending the
7 Jury out. So I'm going to allow you to discuss all of
8 these with --

9 MR. LEBLANC: You're looking at the --

10 THE COURT: Yeah.

11 MR. LEBLANC: -- this -- 15?

12 THE COURT: Yeah, but I completely agree. I mean the
13 fact that the buyout company took whatever reports that he
14 was able to generate, if they're not here to testify as to
15 those, the numbers stay out. You can say these clients
16 left, and, obviously, money went with them, but that's all
17 we're going to talk about. Anything else that you're going
18 to go over with him that we need to talk about before I
19 bring -- bring the Jury back out?

20 MR. LEBLANC: Just that I believe a Plaintiff can
21 always testify to his damages, and I believe he --

22 THE COURT: He can say he's been damaged, but -- he
23 can -- he can say he's been damaged, the commission that he
24 would have gained but for the clients going with Mr.
25 Bannon.

1 MR. LEBLANC: Right, but you're saying he can't say
2 what that number is?

3 THE COURT: That the Jury is to determine that.

4 MR. LEHRER: But he cannot say, -- so the witness,
5 sir, he can't say 1.5 million?

6 THE COURT: Absolutely not. If he says 1.5 million,
7 we're going to lunch.

8 MR. LEBLANC: Would you mind if we went to lunch now?

9 THE COURT: Sure.

10 MR. LEBLANC: I mean this is a fairly significant
11 event.

12 MR. LEHRER: He can't talk -- he can't talk with the
13 witness about his testimony, obviously.

14 MR. LEBLANC: I -- I won't --

15 THE COURT: No.

16 MR. LEBLANC: -- Your Honor. I won't.

17 THE COURT: He's still under oath.

18 MR. LEBLANC: I'm fine.

19 THE COURT: He's not to -- to say anything to the
20 witness whatsoever, and y'all might want to get together to
21 figure this out. And we get one hour.

22 MR. LEBLANC: Do you mean ten to 1:00 or one o'clock?

23 THE COURT: It don't matter.

24 (Whereupon, a lunch recess is taken.)

25 THE COURT: All right. So what were y'all able to

1 figure out, discuss, work out, whatever the case may be,
2 over lunch?

3 MR. LEBLANC: I don't think we reached any agreement.

4 THE COURT: All right. Perfect. So we'll move
5 forward. I know of no case which I have conferred with my
6 colleagues, unless somebody on this witness list is an
7 expert or a forensic accountant to talk about damages, he
8 can't do it.

9 MR. LEBLANC: What's the reason for that? Foundation?

10 THE COURT: Yeah, I mean he can say anything he wants.
11 There is nothing that's stopping him from saying -- now the
12 fact that the company did not require -- the purchasing
13 company did not require him to either get a forensic
14 account to determine the loss and the damages to the
15 company, and if they did, they need to be here to testify.
16 That's how cases work. You have to have someone come
17 testify as to the damages. We can't just take his word
18 that I was damaged by \$91,000, and when we say what's your
19 basis, he says, "Oh, I ran a report." I don't know how
20 anybody thinks that's enough. Do y'all?

21 MR. LEHRER: No, Your Honor, we actually move for
22 summary judgment on the lack of damages. They've been on
23 notice of this for years.

24 THE COURT: Who heard the motion for summary judgment?

25 MR. LEHRER: Well, Your Honor, we had an issue. It

1 was the judge -- he heard the motion and then he retired
2 before ruling.

3 THE COURT: Who did that?

4 MR. LEHRER: It was Buckner -- Buckner, I think. And
5 then we got just kind of a form denial later from another
6 judge.

7 THE COURT: Well, you can't do that for summary
8 judgment. You have to put your reasonings.

9 MR. LEHRER: Well, I mean it was -- there's an issue
10 of fact -- there were no details. The motion was on not
11 just damages, it was on every element of this claim. It
12 was a long motion, and we basically got a short order
13 saying that there are issues of fact type thing.

14 THE COURT: Oh, I see what you're saying, issue of
15 facts that moved the case to a jury.

16 MR. LEHRER: Yeah, no detail of why.

17 THE COURT: Right, right, right. And Judge Buckner
18 didn't --

19 MR. LEHRER: He heard our motion.

20 THE COURT: So he didn't submit a Form 4?

21 MR. LEHRER: No, no, no, another judge did. We didn't
22 get to reargue before that judge. I mean it was just --

23 THE COURT: You can't because Judge Buckner was the
24 one that heard it. You can't have a reconsideration if the
25 judge is not available.

1 MR. LEHRER: It was kind of a mistake that just messed
2 us up on that is my opinion.

3 (Whereupon, the Court takes a brief recess.)

4 BAILIFF: All rise, this Court is back in session.

5 THE COURT: All right, thank you very much, please be
6 seated.

7 All right, so I have taken the time to opine with our
8 esteemed business Court Judge as to the damages, and we
9 have agreed that if it can be testified to a reasonable
10 degree of certainty and tied to some form of loss, such as
11 the amount that would have been the amount of the
12 commissions that would have stayed, then we opine that that
13 would be relevant evidence, and that can come in. Any
14 discussion of a retainage of 1.5, or anything along those
15 lines, absolutely not. That's my ruling, that's what we're
16 going with.

17 MR. LEBLANC: I understand.

18 THE COURT: All right, what's the next document?

19 MR. LEBLANC: Just clarification, cause based on your
20 earlier ruling, he'll be -- he'll be able to use numbers,
21 take numbers to a reasonable degree of accounting
22 certainty?

23 THE COURT: Yes, he can use these numbers.

24 MR. LEHRER: But he can't -- this cannot be admitted
25 as an exhibit?

1 THE COURT: No.

2 MR. LEHRER: Okay.

3 THE COURT: He can just say -- I mean you can ask him
4 to reference --

5 MR. LEBLANC: To reference mainly?

6 THE COURT: Yeah, do you recall how much you would
7 have gained commission as to Alfa Genesis, and then you can
8 refresh his recollection.

9 MR. LEBLANC: Okay.

10 THE COURT: But, no, it's not going back as an
11 exhibit.

12 MR. LEBLANC: But --

13 THE COURT: And, of course, he's gonna have to testify
14 that, as to a reasonable degree of certainty. I -- I don't
15 know what was lost because I sold the company.

16 MR. LEHRER: And what about testimony, your Honor, if
17 he went and ran this report, and it's like trying to
18 bolster that this has some official status versus just his
19 memory? I would ask that he not be able to say this was --
20 to go through this, "I printed -- I went out and got this
21 report, because then it suggests there's --

22 THE COURT: Well --

23 MR. LEHRER: -- a document.

24 THE COURT: -- my issue with that is, that if he went
25 out and he got the report, then he needs somebody to come

1 in and testify how he generated the report.

2 MR. LEHRER: Yeah.

3 THE COURT: If he wants to say, "That this is what I
4 know as I've looked at my system the commissions I paid him
5 the year previous, and that's what I opine would be my
6 damages and losses for the following year," I think that's
7 okay.

8 MR. LEHRER: Exactly.

9 THE COURT: There's no talk about the selling of the
10 business and the retainage and the 1.5 at all.

11 MR. LEHRER: And no -- and no talking about going and
12 generating a report.

13 THE COURT: If he says, "That I know I've --

14 MR. LEBLANC: Okay.

15 THE COURT: -- looked and I knew that I had paid Mr.
16 Bannon \$24,974, and so I just put that into one column."

17 MR. LEBLANC: Okay.

18 THE COURT: I think that's all he needs to say.

19 Because, again, if you're gonna talk about a report and he
20 did all this, you know, the scientific work or whatever,
21 he's got to bring somebody in to come in and say, "Yep, he
22 did it correctly."

23 MR. LEBLANC: All right. The corollary of this, Your
24 Honor, there will be testimony that this lost revenue that
25 he'll testify about to a reasonable degree of accounting

1 certainty, there will be testimony that that is then
2 evaluated as a stream of income because it's annual
3 commissions, and that there is personal firsthand
4 experience of when you have a stream of revenue, it is
5 valued at a multiple of that stream of revenue. That's --
6 that will be his direct testimony.

7 THE COURT: When did he -- when did he sell the
8 Company?

9 MR. LEBLANC: 2016.

10 THE COURT: When did this happen?

11 MR. LEBLANC: Two months after this happened. A month
12 -- a month back.

13 THE COURT: For two months of damages? So you -- you
14 -- I think this actually would even benefit you, because he
15 sold the Company, so you would just take 24 -- 24,000
16 divided by 12, and add those two months, and that would be
17 your damages.

18 MR. LEBLANC: He's -- he's not the plaintiff.

19 THE COURT: The -- the --

20 MR. LEBLANC: The company is the plaintiff.

21 MR. LEHRER: Your Honor, he's trying to -- he's trying
22 to get a punitive testimony that somehow the Jury can
23 multiply the annual lost revenue by this multiple that's
24 based on the sale of his company, it's -- there's just no
25 connection. It's totally prejudicial. He can testify --

1 I think what you're saying, if he can show what the lost
2 revenue is in this, he cannot testify that the Jury should
3 multiply that.

4 He would have to have a market -- a valuation expert
5 who would say -- who would say, "This type of book of
6 business has this market value," or something along those
7 lines. He can't just say multiply.

8 MR. LEBLANC: I absolutely agree with that statement.
9 Normally -- normally when you're evaluating a loss stream
10 of revenue, you would need an accountant to come in and do
11 that and provide expert testimony on what the amount --
12 multiple will be. There is no better standard than you
13 just sold your business, and a willing purchaser and a
14 willing seller said, "That multiple is 6.8." That is the
15 gold standard that experts look for. Was there a -- was
16 there a trans --

17 THE COURT: Go -- go -- go get an expert and tell him
18 to come in here, or she can come in here and say that, gold
19 standard is 6.8. Go get them.

20 MR. LEHRER: Yeah, he --

21 THE COURT: I've got no -- I've got nothing but time.

22 MR. LEHRER: He has firsthand -- that he -- he is
23 confident --

24 THE COURT: I've ruled.

25 MR. LEHRER: I understand. This other document?

1 THE COURT: What is it?

2 MR. LEHRER: It's an agent-of-record letter, so yes --

3 THE COURT: What does that mean? The AOR?

4 MR. LEHRER: Yes, sir.

5 THE COURT: All Right.

6 MR. LEBLANC: The agent-of-record letter yesterday
7 when Mr. Bannon testified that his name was on these agent-
8 of-record letters when he brought the clients to Forum
9 Benefits, and we have proffered six agent-of-record
10 letters, and his name is not on any of them, and the Court
11 has not admitted those into evidence because they were not
12 produced in this case. They also weren't requested. We
13 did -- we came across one that we did produce, it's an
14 agent-of-record letter, Bates number -- we had -- we've
15 given them the day that we produced it, and it has Brian
16 Stritt's name on it, not Brian Bannon's.

17 THE COURT: Right.

18 MR. LEHRER: Not identified as a trial exhibit, Your
19 Honor. It has his name in the -- in the -- in the
20 paragraph. He's not a -- a sender or recipient of this --
21 this communication. It's just got -- somebody put his name
22 in there. Never identified as a trial exhibit for this
23 trial. And -- and, honestly, Your Honor, there's --
24 there's probably 5,000 documents. I couldn't even go find
25 that right now if I had to, to go back in my production to

1 find 50 -- I wouldn't try. I brought a lot of this. It's
2 just -- like there's no way for me to even respond to this,
3 when you last minute throw a -- in this type of document in
4 this case, an exhibit that you haven't identified? Your
5 Honor, I would like to point out that Mr. LeBlanc has
6 identified, when we exchanged exhibits, he got -- I mean
7 there's a hundred and something exhibits listed here. This
8 is nowhere on it.

9 MR. LEBLANC: We had no idea that Mr. Bannon would
10 testify falsely yesterday. We just can't -- you can't
11 anticipate that, and I believe the law in South Carolina
12 and the law in Federal Courts everywhere is, you do not
13 have to identify documents used solely for impeachment.
14 You don't have to identify them on any witness list, or
15 exhibit list, sorry. 27(A), 27 -- I'm sorry, Local Rule
16 26.07(A) says, "On pretrial exhibit lists they must include
17 the exhibits you're going to use (unless solely used for
18 impeachment). That's what --

19 THE COURT: All right, I'll allow it for impeachment
20 purposes only.

21 MR. LEHRER: Even -- even though he's not on the
22 document. I mean he's -- he was not a sender or recipient
23 of the document, Your Honor.

24 THE COURT: Let me see the document.

25 MR. LEHRER: His name is just -- somebody put --

1 somebody else put in the paragraph his name.

2 THE COURT: Well --

3 MR. LEHRER: He's not copied in any way.

4 MR. LEBLANC: And I want to make sure the record
5 accurately reflects -- reflects that -- I want to make sure
6 we're not misunderstood. Mr. Lehrer said his name is just
7 added at the end. This -- this document is dated 2014, we
8 produced it three years ago in 2018. There can't -- cannot
9 be any --

10 THE COURT: Was he trying to elicit from -- from the
11 witness as to this document? All it says is that we're
12 just adding a --

13 MR. LEBLANC: That --

14 THE COURT: -- an agent, and the agent is Brian
15 Stritt.

16 MR. LEBLANC: Yes, sir.

17 THE COURT: "This letter supersedes previous
18 instructions regarding our account."

19 MR. LEBLANC: Right.

20 THE COURT: So I mean the testimony always been that
21 these letters go out, and at the point of contact that
22 references somebody to communicate with.

23 MR. LEBLANC: Right, and Brian Bannon testified
24 yesterday, to our surprise, that Brian Bannon's name is
25 listed here, because he -- it's his client. His client

1 designated him as the agent.

2 THE COURT: Okay.

3 MR. LEBLANC: And we said that's never happened.

4 MR. LEHRER: Your Honor, the fact there's one letter
5 that designates this guy, I mean there could be hundreds of
6 other letters that's designating him. It doesn't show that
7 -- that somehow he lied. Like there are letters that he's
8 designated. I mean they can't just pick one, just throw it
9 on us at the last minute and say, "Ah-ha, we've got him."
10 I mean Ms. Coffield testified he was the agent, but her
11 name was on it, it's like --

12 THE COURT: But didn't -- didn't Ms. Coffield testify
13 that she whited it out and put it --

14 MR. LEHRER: Yeah, that it was --

15 THE COURT: They just put it up there?

16 MR. LEHRER: It was normal to put somebody else as --

17 THE COURT: Sure --

18 MR. LEHRER: -- the agency.

19 THE COURT: -- as a point of contact they would refer
20 back to, and then they'd just white it out and just put
21 different people's names, because they left.

22 MR. LEHRER: It doesn't show -- it doesn't show
23 whether or not somebody else is an insurance agent.

24 THE COURT: All right, I don't -- you're right, I mean
25 after reading it, I don't think it's admissible.

1 MR. LEBLANC: Okay, we would -- we'd proffer that as
2 Plaintiff's Exhibit 521.

3 THE COURT: All right.

4 MR. LEBLANC: It bears Bates numbers FORU01579.
5 (Whereupon, Plaintiff's Exhibit Number 521 is marked for
6 identification.)

7 THE COURT: All right, anything further? Bring them
8 up, please.

9 MR. LEBLANC: If I may, I understand your ruling, and
10 -- and so I'm not gonna go through any more -- well, I'll
11 -- I'll testify -- I don't -- and elicit questions
12 consistent with your ruling. I'm honestly not gonna try
13 and violate it, I'm just -- I hope you appreciate this is a
14 difficult topic.

15 (Whereupon, the Jury enters courtroom.)

16 THE COURT: All right, again, Ladies and gentlemen of
17 the Jury, I apologize for this morning's delay, but we will
18 get back to it, so Mr. LeBlanc?

19 BY MR. LEBLANC: (Continuing)

20 Q Mr. Stritt, are you familiar with Mr. Bannon's
21 accounts?

22 A Yep.

23 Q How -- how many accounts that left Forum Benefits
24 and transferred to AssuredPartners actively used Employee
25 Navigator?

1 A I believe it was three.

2 Q And -- and those accounts that use Employee
3 Navigator, how -- how many of those accounts that use
4 Employee Navigator provided their login credentials to
5 AssuredPartners?

6 A I believe two.

7 Q And how many other accounts did Mr. Bannon have
8 at Forum Benefits that used Employee Navigator?

9 A I'd have to go and look for this individually,
10 but probably another four accounts.

11 Q And it's --

12 MR. LEHRER: Your Honor, speculative, it calls for
13 speculation.

14 THE COURT: All right, I'll sustain the objection.

15 BY MR. LEBLANC: (Continuing)

16 Q Are you aware of any accounts at Forum Benefits
17 that were Mr. Bannon's that transferred over to
18 AssuredPartners in which Mr. Bannon did not share the
19 employ -- the HR's employee's login information?

20 A Ask that again. A lot of negatives for me.

21 Q I'm sorry, that was a disaster.

22 Are you aware of any Forum Benefit accounts in
23 which Mr. Bannon was the producer, and those accounts used
24 Employee Navigator, and those accounts did -- Mr. Bannon
25 did not transfer the login credentials for those accounts?

1 Are you aware of any of those accounts that -- that
2 existed?

3 A Yes.

4 Q And how many of those accounts transferred over
5 to AssuredPartners?

6 A I believe one.

7 Q Why did client -- why -- and is -- what is your
8 understanding as to why any client left Forum Benefits and
9 transferred to AssuredPartners?

10 MR. LEHRER: Objection, your Honor, speculation.

11 THE COURT: I'll sustain it.

12 BY MR. LEBLANC: (Continuing)

13 Q What information do you have that indicates why
14 any of your -- any of the clients of Forum Benefits
15 transferred to AssuredPartners.

16 MR. LEHRER: Objection, Your Honor, lack of
17 foundation.

18 THE COURT: See what he says.

19 BY WITNESS: (Continuing)

20 A Repeat that again, please.

21 Q What information do you have to indicate why any
22 of the clients transferred from Forum Benefits to
23 AssuredPartners?

24 A Well we know all the information was accessed by
25 the Employee Navigator in a couple of cases --

1 THE COURT: All right, I'll --

2 MR. LEHRER: Your Honor, objection.

3 THE COURT: That's speculation, yeah. All right, next
4 question, please.

5 BY MR. LEBLANC: (Continuing)

6 Q Did you speak with any clients that transferred
7 from Forum Benefits to AssuredPartners?

8 A Yes.

9 Q Which clients did you speak with?

10 A We spoke with St. Andrews.

11 Q And what is your understanding of their reason
12 for leaving?

13 MR. LEHRER: Objection, Your Honor, it's hearsay.

14 THE COURT: It's going be hearsay, you can't say what
15 somebody else said.

16 BY MR. LEBLANC: (Continuing)

17 Q What is your understanding of the value of the
18 business that transferred from Forum Benefits to Employee
19 Navigator that was associated with Mr. Bannon?

20 MR. LEHRER: Your Honor, can I ask --

21 THE COURT: He testified to that, but what's your --
22 what's your objection?

23 MR. LEHRER: I -- I lost the question, Your Honor, to
24 be honest with you.

25 THE COURT: I think he asked him one question about --

1 all right, ask -- reask the question. I want to make sure
2 it's correct.

3 MR. LEBLANC: Can I have the question read back,
4 please?

5 COURT REPORTER: Just a minute.

6 MR. LEBLANC: What information do you have as that?

7 COURT REPORTER: "What information do you have,"
8 sorry, it -- "What information do you have that indicates
9 why any of the clients of Forum Benefits transferred to
10 AssuredPartners."

11 MR. LEBLANC: I don't think that was the question, but
12 I'll ask -- I'll ask the question.

13 THE COURT: Okay.

14 MR. LEBLANC: Okay.

15 THE COURT: Hold on, let Ms. Cathy get back to where
16 she needs to be.

17 MR. LEBLANC: Sorry. It was after that, but that's
18 okay.

19 COURT REPORTER: What information do you have to --

20 MR. LEBLANC: I'm okay. I can do it.

21 COURT REPORTER: Okay.

22 BY MR. LEBLANC: (Continuing)

23 Q Mr. Stritt, what information do you have to
24 indicate the lost commissions as a result of Mr. Bannon's
25 clients transferring from Forum Benefits to

1 AssuredPartners?

2 MR. LEHRER: Objection, Your Honor, it's still -- I --
3 I don't -- I can't -- I'm having trouble following that,
4 but what information does he have about why they
5 transferred?

6 THE COURT: No, he's not -- I don't think he asked why
7 they transferred, I think he asked about the commissions
8 that -- that were lost based on the transfer. The former
9 question, I believe, that is -- he was asking him as to
10 why, so --

11 MR. LEHRER: Okay.

12 THE COURT: So I think he has cleaned that question
13 up, and now he's asking actual commissions.

14 MR. LEHRER: Okay, all right, thank you, Your Honor.

15 THE COURT: Correct?

16 MR. LEBLANC: Yes.

17 THE COURT: All right, yes, sir, you can answer that
18 question.

19 BY WITNESS: (Continuing)

20 A I put a spreadsheet together that we had to
21 present to the Alera Team during the transition when we
22 found out of the -- the breach, and the clients leaving
23 under Mr. Bannon.

24 Q What were the commissions associated with the
25 Company Alfa Genesis, Inc.?

1 A Might be 25,000, I'd have to see that. I haven't
2 looked to prepare, and I don't have it in front of me.

3 MR. LEBLANC: I'd like to pass the witness a document
4 to refresh his memory.

5 THE COURT: All right.

6 BY WITNESS: (Continuing)

7 A Twenty-nine thousand seventy-four dollars.

8 Q In -- in --

9 A In annual revenue.

10 Q So what is your understanding to a reasonable
11 degree of accounting certainty as to the lost commissions,
12 resulting when Alfa Genesis transferred from Forum Benefits
13 to AssuredPartners?

14 MR. LEHRER: Objection, Your Honor. I don't see --
15 this witness is not qualified to testify as to a reasonable
16 degree of accounting certainty, he's not an accountant.

17 THE COURT: He's not an accountant, but he can say
18 what he -- what he searched through his system.

19 BY MR. LEBLANC: (Continuing)

20 Q And what was your answer for that?

21 A The commission was \$24,974 annually.

22 Q And so I don't have to keep repeating that long-
23 winded question, the question is, what is your opinion to a
24 reasonable degree of accounting certainty as to the lost

1 commissions for -- and I'm gonna start listing some
2 companies, and, if you would, tell me the lost commissions?

3 THE COURT: As to --

4 MR. LEHRER: As to --

5 THE COURT: I know what you're going to say, as to
6 previous objection, he is not an accountant and this is not
7 to a reasonable degree of accounting certainty, this is
8 just the information that he had available to him, okay?

9 MR. LEBLANC: Yes, sir. Do I have to ask that
10 question, or can he just answer now?

11 THE COURT: I'd just -- I'd just --

12 MR. LEBLANC: Thank you.

13 THE COURT: I'd just stick to -- I'm just basically
14 letting the Jury know that he's not testifying as an expert
15 in this case, okay?

16 MR. LEBLANC: Yes, sir.

17 THE COURT: All right, go right ahead.

18 BY MR. LEBLANC: (Continuing)

19 Q What was the amount of commissions that Berenyi
20 generated for Forum Benefits before they transferred?

21 A Twenty-nine hundred sixty-four dollars annually.

22 Q What was the amount of commissions that Carolina
23 Youth Development Center generated for Forum Benefits,
24 before they transferred to AssuredPartners?

25 A Fifteen thousand six hundred and two dollars.

1 Q What was the amount of commissions that
2 Charleston Glass and Mirror Company generated for Forum
3 Benefits in the year before they transferred to
4 AssuredPartners?

5 A Sixteen thousand one hundred and thirty dollars.

6 Q What was the amount of commissions that
7 Charleston Local Development Corporation generated for
8 Forum Benefits in the year before they transferred to
9 AssuredPartners?

10 A One thousand four hundred and four dollars.

11 Q What was the commissions that Jordan Construction
12 Com -- Construction of Hilton Head generated for Forum
13 Benefits in the year before they transferred to
14 AssuredPartners?

15 A Seven thousand seventy-three dollars.

16 Q What was the commissions that Magnolia Plantation
17 and Gardens generated for Forum Benefits in the year before
18 they transferred to AssuredPartners?

19 A Eight thousand nine hundred and seventy-two
20 dollars.

21 Q What were the commissions that Premier Logistic
22 Solutions generated for Forum Benefits in the year before
23 they transferred to AssuredPartners?

24 A Twenty-one thousand and forty-five dollars.

25 Q What was the commissions that St. Andrews Public

1 Service District generated for Forum Benefits in the year
2 before they transferred to AssuredPartners?

3 A Thirteen thousand nine hundred and forty-nine
4 dollars.

5 Q Can I have that document back, please? Thank
6 you. Sorry, I'll give it back to you again, another
7 question.

8 A All right.

9 Q What was the commissions that Interim Healthcare
10 Systems generated in the year before they transferred their
11 business to --

12 MR. LEHRER: Objection, Your Honor, we've already
13 addressed the Interim Healthcare issue.

14 THE COURT: Move on.

15 BY MR. LEBLANC: (Continuing)

16 Q Mr. Stritt, what have you ever said about
17 disrupting -- disrupting clients that leave Forum Benefits?

18 A Nothing.

19 Q Mr. Stritt, in the context of when Mack Ward and
20 Ben Taylor transferred business in the spring of 2016 --

21 A Uh-huh.

22 Q -- I'm asking this question in that context.

23 A Okay.

24 Q Did Forum Benefits do anything to cancel coverage
25 or interfere with client coverage for their clients?

1 A No.

2 Q All right, what happened during that time,
3 regarding coverage for one of their clients?

4 A So there was one instance for a Teledoc policy,
5 and Laurie and I were trying to remember exactly which --
6 which company it was, but the Teledoc policy that got
7 covered, and I'd say, basically, you spend about \$4 a month
8 and you call a doctor on -- on-call, since then it's kind
9 of wrapped back into insurance contracts. They don't
10 really need it separately. One of the companies that moved
11 from Forum Benefits over to AssuredPartners was still
12 listed under us. We sent something to Teledoc saying,
13 "Hey, this policy," I don't know what the verbiage we used,
14 but whether we used the term, "this is terminated with us,"
15 or -- or whatever, the company then falsely, because an
16 insurance company -- an insurance agency can't cancel a
17 policy. They cancelled the policy. We found out about it,
18 but then in about an hour, as soon as we tried to call and
19 get the document done, and we had it re -- reinstated, and
20 then told the company, "Call AssuredPartners, get them to
21 transfer this over to you, it's one of their clients, it's
22 not one of ours," that was it.

23 Q So what company was that associated with?

24 A I believe it was D&D, which was a -- a plumbing
25 supply company.

1 Q Okay.

2 A It was identified yesterday as IU Press. I
3 didn't -- I don't believe that's true, but I can't
4 remember, it was five or six years ago.

5 MR. LEBLANC: Okay, if you'll put up on the screen
6 Exhibit 550 that's been admitted.

7 BY MR. LEBLANC:

8 Q And you testified earlier, so you might have it.

9 A What number is it?

10 Q Five-five-zero. It's a couple emails between you
11 and --

12 A Yes.

13 Q -- Ben Taylor.

14 A Okay.

15 Q And my question deals with the paragraph that
16 starts with "We fully." I'm sorry, I'll go to the
17 paragraph above. The paragraph above that has the February
18 5th date. What was the purpose of that February 5th date
19 again?

20 A February 5th was the date -- and that would have
21 been Taylor and Mack Ward, once again, it was my impression
22 we were gonna talk about commission cuts, but it was
23 actually for them to tell us that they were going to be
24 engaged in a sale to AssuredPartners.

25 Q And as -- as described in that paragraph, y'all

1 agreed to a 60-day transition period to allow them to
2 transfer their clients to AssuredPartners?

3 A Yeah.

4 Q All right. And this drop in Teledoc coverage,
5 when did that happen with respect to the 60-day transition
6 period?

7 A That -- again, I believe -- 'cause I don't have
8 the date, but I think it was after the 60-day period had
9 ended. I think the policy was -- erroneously got moved to
10 them. They missed it for whatever reason, and we probably
11 had already moved it over, but I think it was post 60-days.

12 Q How long after that 60-day transition period?

13 A Maybe another 30 or 60 days.

14 Q You don't know, but it wasn't like the next day?

15 A No, no, no, no.

16 Q When a client account changes agencies, what is
17 Forum Benefits' policies regarding transmitting health
18 insure -- health information to the new agency? What is
19 Forum Benefits' policy about that?

20 A So we don't -- we don't transfer any health
21 information. If you're talking about census data, or
22 things like that. We'll gladly accommodate them to a
23 point. We will not allow them to go in our system and copy
24 our billed out of Employee Navigator. We will send them
25 whatever reports they need, and even after the termination

1 date, we still have that -- that information, and we'll be
2 glad to do that. Once again, provided somebody isn't going
3 in our system and copying our work.

4 Q Why won't you provide any of that health
5 information?

6 A Which -- which -- you're talking about Benefits?

7 Q No.

8 A We've got --

9 Q Not -- not the plans or not the census data, why
10 won't you provide specific examples of health claims for
11 employees to the new agency?

12 A Oh, yeah, so -- so that's, first of all, HIPA
13 protected, we -- we aren't transferring that to a
14 competitor under any circumstance. They've got to get that
15 from the carrier, the carrier has that information, and
16 they've got the right, as the new agency, to go to Blue
17 Cross or whatever carrier they want to obtain that
18 information.

19 MR. LEBLANC: Thank you, that's all the questions I
20 have. Please answer any questions they have.

21 **CROSS-EXAMINATION**

22 BY MR. LEHRER:

23 Q Mr. Stritt, my name is Jeff Lehrer, I represent
24 the Defendants; you understand that, correct?

25 A Okay.

1 Q Isn't it true that you do not have any evidence
2 to prove that Mr. Bannon somehow took the only copy you had
3 of the alleged employment agreement in this case?

4 A Correct.

5 Q And isn't it true that it's Forum Benefits'
6 responsibility to keep copies of its own contracts, isn't
7 it?

8 A Correct.

9 Q Isn't it true that in 2016 you proposed reducing
10 Mr. Bannon's compensation, related to his clients, by
11 approximately \$30,000?

12 A That was actually not proposed in 2016. It had
13 never been proposed to him. We had conversations going
14 back to the end of 2015, which I was having with a number
15 of people, "You know, guys, our expenses are driving up on
16 one side, and I can't pay "X" percent to a producer and pay
17 staff that's on the back of that money," so that's been an
18 industry trend for a long time, so it went on. It was
19 never enacted. I never had any firm dollar figure
20 conversation with Brian Bannon. That would have happened
21 had he stayed on probably another three or four weeks.

22 Q But there were some communications about reducing
23 his compensation through that time period of approximately
24 \$30,000, correct?

25 A I -- I don't believe we ever discussed any dollar

1 amount --

2 Q Any dollar amount?

3 A -- with Brian.

4 Q Oh okay.

5 A I could be wrong, Jeff, but I really don't think

6 so.

7 Q All right.

8 A I don't think we got there.

9 MR. LEHRER: Your Honor, I'm going to open --

10 THE COURT: Yes, sir.

11 MR. LEHRER: -- a transcript. This is the Rule 30.

12 BY MR. LEHRER:

13 Q Yeah, I'm gonna direct you, at -- on page 27 --

14 let me see. Well, let me -- you -- you're gonna be

15 somewhere in there. I'll help you.

16 A Okay.

17 Q All right, so I'm gonna start on 27. It says,

18 "In September of 2016," you say, "Sure." And I say, "Yeah,

19 and you know this document," I don't know that I need to

20 put all these in, but this one talks about a reduction of

21 \$29,911.89. Do you see that?

22 A (Reviews document.) Yeah.

23 Q And that's annually --

24 A Correct.

25 Q -- correct?

1 A That was not discussed with Brian Bannon.

2 Q But that was discussed -- I mean you were
3 planning on a reduction of that type of amount of money,
4 correct?

5 A Correct, correct.

6 Q And that was based on some meetings you had with
7 con -- some New York consultants, wasn't it?

8 A That's correct.

9 Q You didn't discuss a specific number with Mr.
10 Bannon, but you did discuss a reduction, correct?

11 A Correct. We talked in general terms about
12 expenses going up, and the need to provide more services,
13 which then gives him more opportunity to sell more, and we
14 never even got to the point where we discussed what we
15 would do if we did reduce those commissions, which is,
16 basically, paying two years out in front for any type of
17 insurance.

18 Q Isn't it true that when you first started having
19 these conversations with Mr. Bannon, he was -- he was not
20 pleased about the reductions?

21 A Never in the history of anyone are they pleased
22 with a reduction in commissions, correct?

23 Q So -- so the answer's yes, he was not pleased?

24 A That's correct, right.

25 Q Other than this alleged agreement that -- that

1 you claim Mr. Bannon signed, none of your other independent
2 contractors any -- had any type of producer agreement prior
3 to this sale to Alera, correct?

4 A That's correct. We never put any money up front
5 for anybody but Brian Bannon.

6 Q Okay. That -- that's not my question. The
7 question is, none of these other independent contractors
8 had --

9 A I --

10 Q -- agreements, correct?

11 A I understand this is relevant to why that --

12 Q Well, this is a cross-examination, I'm -- I'm
13 gonna need you to stick to -- to my question, okay? Isn't
14 it true that you personally made the decision to bring this
15 lawsuit?

16 A Correct.

17 Q And isn't it true that you are personally paying
18 for this lawsuit out of your personal funds?

19 A That is correct.

20 Q And Forum Benefits, LLC, hasn't paid a dime in --
21 for this case, have they?

22 A That is correct.

23 Q The employment agreement that you have alleged
24 that's been executed in this case, it -- it's full of
25 blanks, isn't it?

1 A Correct.

2 Q The one that was attached to your complaint; do
3 you remember that?

4 A No, I don't.

5 Q Okay.

6 A It's the only one we had.

7 Q Do you have -- do you have this?

8 A I don't have one up here. I don't believe I do.

9 Q Yeah, I think you do.

10 A Oh, that's fine.

11 Q It's the blank one.

12 A Okay.

13 Q Pull that out. You don't recall this being an
14 Exhibit to your complaint?

15 A (Reviews document.) Are you talking about the
16 original one you --

17 Q There's only one complaint in this case --

18 A Okay.

19 Q -- that you filed.

20 A Mr. Lehrer, I'm not an attorney, I don't recall
21 all --

22 Q Okay.

23 A -- this stuff, but that's fine. I'll take your
24 word for it.

25 Q Well, do you see it?

1 A No, I'll take your word for it.

2 Q Yeah, well, let's just -- again, I don't want you
3 to -- to not know, I'll probably refer to it some. All
4 right, I'm going to show you your complaint.

5 A All right.

6 Q Does that appear to be your complaint?

7 A (Reviews document.) Sure.

8 Q And it's a verified complaint, meaning you signed
9 it under penalty of perjury, right?

10 A All right, I've got it, yeah.

11 Q You signed it under penalty of perjury, right?

12 A That -- that's my signature, yeah.

13 Q And it's sworn, you had to -- it's -- there's a
14 Notary in there, and it's a sworn -- sworn verification,
15 correct?

16 A Sure.

17 Q And then Exhibit A to that complaint is this
18 blank employment agreement that has been admitted into the
19 record as whatever exhibit that is, 137 for the record,
20 correct?

21 A Correct.

22 Q It's the blank -- the -- the Exhibit A to your
23 complaint is this blank employment agreement, correct?

24 A Sure.

25 Q And -- and this -- this alleged agreement has a

1 lot of blanks in it, doesn't it?

2 A That's correct.

3 Q And it has a lot of blanks on what would be
4 considered essential terms; wouldn't you agree?

5 A That's correct. Can I explain why? Is that --

6 Q No, you cannot, your attorney can -- can ask you
7 those questions.

8 MR. LEBLANC: Objection, Your Honor, I think the
9 witness is entitled to fully answer every question that
10 gets asked of him.

11 THE COURT: He can say yes, no and explain himself.

12 BY WITNESS: (Continuing)

13 A So, yes, because we couldn't find the original,
14 and this was filed, we filed it quickly. We thought we
15 were going to be able to find the real one somewhere.

16 Q And it -- it's been -- coming up on five years
17 now.

18 A It was not found.

19 Q It's never been found.

20 A We went through every box, it's gone, correct.

21 Q And, in fact, you never found one that shows any
22 of this information completed?

23 A That's correct.

24 Q Do you consider Forum Benefits' client list to be
25 confidential information?

1 A Yup.

2 Q Okay. Look at Exhibit C to your complaint.

3 A (Reviews document.)

4 Q Do you see that?

5 A Yep.

6 Q Isn't that a client list?

7 A Yep.

8 Q And it's got -- it's got -- it's not only got Mr.
9 Bannon's clients listed there, but it's -- it's got your --
10 your clients listed, Rick Wiley's clients, Stewart Perry's
11 clients, all are listed there, correct?

12 A Correct.

13 Q Do you understand that this was filed in the
14 public record of this case?

15 A Not at all. I thought everything was
16 confidential.

17 MR. LEHRER: Your Honor, I'd -- I'd like to move to
18 admit Exhibit C from their filed complaint.

19 MR. LEBLANC: Rule 43(k) prevents the admission of
20 pleadings into exhibits.

21 MR. LEHRER: I'm not admitting the pleading, Your
22 Honor, I'm admitting -- admitting their exhibit. The
23 employment agreement was a -- was an exhibit, and that's
24 been admitted. This is an exhibit. They put their trade

1 -- alleged trade secrets in the public record, that's an
2 element of their claim.

3 THE COURT: I'll allow it.

4 BY MR. LEHRER: (Continuing)

5 Q Okay, can I -- can I take that back, so we can
6 get it marked properly?

7 MR. LEHRER: What are we marking that?

8 COURT REPORTER: 3, Defendant's 3.

9 (Whereupon, Defendant's Exhibit Number 3 is marked for the
10 record and admitted into evidence without objection.)

11 MR. LEHRER: All right, so Defendant's 3 has -- has
12 been admitted, correct, Your Honor?

13 THE COURT: That's right.

14 MR. LEHRER: Let me just keep it out.

15 BY MR. LEHRER: (Continuing)

16 Q Mr. Stritt, isn't it true that effective May 1st
17 of 2013 Forum Benefits converted Brian Bannon from an
18 employee status to an independent contractor status?

19 A Yeah, he's a 1099 sales worker.

20 Q And 1099 --

21 A I believe that was --

22 Q -- is a --

23 A I believe that's the date.

24 Q A 1099 is an independent contractor; do you
25 understand that?

1 A I do now, but I consider it a 1099.

2 Q And -- and as of that date, his employment
3 relationship with Forum Benefits ended, didn't it?

4 A I wouldn't say ended, but I still consider a 1099
5 an employee, they have a relationship with us, but I
6 understand there's a legal distinction.

7 Q Well, isn't it true that you reported to the IRS
8 that Mr. Bannon was an independent contractor?

9 A I assume our accountant did that --

10 Q Yeah, and --

11 A -- if they're required to do that.

12 Q And you would assume that would be a truthful
13 report, wouldn't you?

14 A Yeah, if it was done, yeah. Yeah, I would have
15 done that, correct.

16 Q And Mr. Bannon was an independent contractor from
17 May of 2013 through the end of the relationship, correct?

18 A Correct.

19 Q And it never changed again?

20 A Correct.

21 Q So -- so you're -- you're saying you're not sure
22 whether a 1099 is an employee or not?

23 A No, I'm telling you I've always considered a 1099
24 who's working for us, who's got our -- our email address,
25 who's on our website, I would consider that an employee,

1 but I know that there's a distinction between that from a
2 tax standpoint, and also Brian had a full-time job
3 elsewhere, and that's why he made the move.

4 Q Would you dispute that you said in your des- --
5 deposition that you agreed that a 1099 was not an employee?

6 A Yeah, I -- I would.

7 Q And isn't it true that you understand that
8 there's some obligations that are different for an employee
9 than an independent contractor?

10 A Sure.

11 Q And one of those is you -- for Mr. Bannon you
12 stop paying employment taxes, don't you?

13 A That's correct.

14 Q Didn't pay employment taxes on Mr. Bannon in
15 2014, '15 or '16, correct?

16 A Correct.

17 Q Mr. Bannon, when he converted to an independent
18 contractor, was no longer eligible for any benefits,
19 correct?

20 A That's correct.

21 Q And there was never any document created to
22 outline the terms of the independent contractor
23 relationship between Mr. Bannon and Forum Benefits,
24 correct?

25 A Correct.

1 Q Do you -- do you remember me going over the
2 employment agreement and how it had the language in there
3 about confidential information, was only not to be
4 disclosed for two years after the employment relationship
5 ended?

6 A Correct.

7 Q And you agree that's what it says?

8 A Yeah, that's what it says.

9 Q And so if -- if Mr. Bannon's employment agree- --
10 employment ended in May of 2013, two -- two years after
11 that would be May of 2015, correct?

12 A Correct.

13 Q And are you aware of any evidence that Mr. Bannon
14 misused any Forum confidential information on or before May
15 of 2015?

16 A No.

17 Q And, in fact, when you asked the forensics to do
18 all these reports, you didn't ask them to go back that far,
19 did you?

20 A Which forensic reports are you talking about?

21 Q Well, the forensic reports that have been talked
22 about in this case. That they -- they testified of the
23 dates that you told them, or somebody at Forum Benefits,
24 told them to start looking at these -- at these systems,
25 correct?

1 A Who -- now, who -- who are you talking about?
2 Which one?

3 Q That's fine.

4 A Michael Scholz or --

5 Q Well, the record -- I think -- I think everybody
6 -- we'll move on.

7 A No, no, I -- I want this answered, because I
8 think you're incorrect. So are you talking about Michael
9 Scholz or are you talking about Nolan Zielinski at PTG?

10 Q Well -- well, let me ask you this, did any of the
11 experts do an analysis -- so you may be right, you may be
12 right. The -- I'm think -- I may be thinking of -- who was
13 the first one, Scholz?

14 MR. CARLSTEDT: Zielinski.

15 MR. LEHRER: Zielinski.

16 BY MR. LEHRER:

17 Q Zielinski was asked to do like a -- a specific
18 timeframe, correct?

19 A Well, that wasn't correct. Now, look, it's been
20 a long time since someone did that. The SharePoint system
21 and their capability could only go back to August, and that
22 was a correct answer. Nolan didn't know that.

23 Q But he testified that he was asked to go back to
24 August --

25 A Yeah, I'll --

1 Q -- that's what he testified.

2 A -- tell you, that's false. That was -- that was
3 not true.

4 Q Well, okay. Did you understand that any attempt
5 to change the terms of this blank employment agreement
6 required a new signature?

7 A No.

8 Q Well, let's look at it again. Do you have it --
9 do you have the blank --

10 A Yeah.

11 Q -- agreement?

12 A Yeah.

13 Q All right. Let's go to page nine --

14 A Okay.

15 Q No, I'm sorry, page two, paragraph nine. Tell me
16 when you're there.

17 A. The amendment? Okay.

18 Q Yeah, I'll read it to you. It says, "No
19 modification amendment or addition to this agreement, no
20 waiver of any of its provisions shall be valid or
21 enforceable unless in writing and signed by all the
22 parties;" that's what it says there?

23 A Sure, accurate.

24 Q Do you consider all of the information that Mr.
25 Bannon accessed in SharePoint system to be Forum's

1 confidential information?

2 A Probably not all of it, but most of it. I'd have
3 to go one-by-one saying, "That's confidential, this isn't,"
4 so -- but most -- the vast majority of it, yes.

5 Q What about do you consider all of the information
6 in Employee -- in Forum's Employee Navigator System be
7 Forum's confidential information?

8 A I would consider the abil -- and the ability to
9 do that for us, but since it's information, basic stuff,
10 not.

11 Q All right, do you have the -- the deposition
12 again in front of you?

13 A Yeah.

14 Q Okay, let's turn to page 155. Are you there?

15 A Yeah.

16 Q Go to line 23.

17 A Okay. (Reviews document.)

18 Q I'm gonna read it. "So you would just consider
19 everything that was on Employee -- Employee Navigator to be
20 confidential?" The answer is, "That's correct," correct?

21 A (Reviews document.) Do you mind if I read it,
22 too, to make sure the context of it's correct?

23 MR. LEHRER: Your Honor, I -- I've -- I've read -- I
24 haven't asked a question. I mean his -- his attorney
25 can --

1 THE COURT: He has to say yes or no, and then I'll
2 give him a chance to explain.

3 BY WITNESS: (Continuing)

4 A If -- if you read the line before, it's
5 confidential in the conste -- in the context of the client,
6 as well. That would be -- that was why I answered the way
7 I did.

8 Q Okay, so the -- was the question confusing?
9 Let's -- let's read -- let's re-read the question.

10 A Yes, yes, it was --

11 Q Okay.

12 A Can I clarify? So are you asking if it's
13 confidential in Forum or confidential to the client?

14 Q Okay. What -- you tell me, what did you -- what
15 do you consider it?

16 A So -- so in that regards, I felt -- I thought the
17 con -- the question was leading down to this confidential
18 information to the client and to Forum, that's correct. If
19 you're saying if it's all confidential to us, the answer
20 would be some of it, and then some of it not.

21 Q Okay. And you never had any conversations with
22 Mr. Bannon about which ones you considered to be
23 confidential and which ones you didn't, did you?

24 A He never had access to the system.

25 Q What about with regard to his SharePoint, did you

1 ever had any communication with him where you verbally
2 said, "This -- this is confidential, you can't use it?"

3 A No, that was all password protected, and that's
4 pretty much common sense to me.

5 Q And in -- and -- and, in fact, you heard Mr.
6 Winston, that there is an extra password within SharePoint,
7 where you can put -- you can restrict further access to
8 information, correct?

9 A Yeah, and I don't know if that was available back
10 then. I do know we absolutely utilize it now after Mr. --
11 Mr. Bannon's --

12 Q Okay, do you remember giving -- you gave this
13 deposition in this case -- one -- one of your depositions
14 was in February of 2020, correct?

15 A Well, --

16 Q That's the one you had --

17 A -- I'll take your word for it.

18 Q That's the one you had --

19 A I've been through a lot, but go ahead.

20 Q Yeah, that's the one you have in front of you.

21 A Okay.

22 Q Turn to page 90.

23 A Okay.

24 Q On line eight I'm gonna read it. It says, "They
25 have to put it in, but then there's some limited

1 information in SharePoint that you would have to have an
2 extra password?" And your answer was, "Correct;" is that
3 right?

4 A (Reviews document.) That's correct. What --
5 what timeframe are you talking about?

6 Q Well, we know -- we know you gave this deposition
7 in 2020, so it had to be before then you were using
8 that, --

9 A So --

10 Q -- right?

11 A Yeah, correct, so -- so the SharePoint system
12 didn't always have that capability. SharePoint, like every
13 other software as soon as it grows, as you made a -- a
14 passionate agree -- or an argument yesterday, these things
15 grow, and I don't know what day that was acceptable when
16 our system would take it. I don't believe it was available
17 when we first went on SharePoint. I do know in 2020 when I
18 said this, it was absolutely there and utilized it at that
19 point.

20 Q When I asked you about it in your deposition, you
21 didn't give any -- all these clarification answers, did
22 you?

23 A Well, I didn't expect to be cross-examined like
24 this for that clarification.

25 Q Well -- well, you made the decision to sue Brian

1 Bannan, and it's your argument that you're seeking damages
2 in this case, correct?

3 A That is absolutely correct.

4 Q And you didn't expect to be cross-examined?

5 A What -- so you wanted me to anticipate you would
6 ask me the questions on individuals who did?

7 Q Isn't it true that prior to this lawsuit being
8 filed, Forum did not have any agreements with its employees
9 restricting the use of any ma -- any information in
10 SharePoint?

11 THE COURT: Mr. Lehrer, when you read you've got to
12 slow down, because she -- Cathy's good, but she's --

13 MR. LEHRER: I know.

14 THE COURT: She can only do so much in a day.

15 MR. LEHRER: I'm -- I'm -- I appreciate that, Your
16 Honor. I get on a roll and -- all right, so I do need to
17 take a breath.

18 BY MR. LEHRER: (Continuing)

19 Q All right, Mr. Stritt, prior to this lawsuit
20 being filed, Forum did not have any agreements with its
21 employees restricting the use of any information in
22 SharePoint, correct?

23 A That's correct.

24 Q There are no documents that Forum gives to
25 clients that prevent or restrict the client's use of the

1 information that the client has acc -- access to through
2 Forum, correct?

3 A Say that again, please?

4 Q There are no documents that Forum gives to
5 clients that prevent or restrict the client's use of the
6 information that the client has access to?

7 A Which system are you talking about?

8 Q I'm just asking in general.

9 A So --

10 Q Is there any --

11 A -- they don't -- they don't have any -- they
12 don't have any access to this, so that would be, I guess,
13 irrelevant. If it's Employee Navigator, you'd have to sign
14 on, security, there's a warning now. I -- I can't tell you
15 the date that came on, that's really what the employee --
16 the employer has access to.

17 Q But there's no restrictions on the client's use
18 of the information that Forum gives them access to?

19 A That's correct.

20 Q And there's no document that would prevent a
21 client from giving out its Employee Navigator username and
22 password to a third party, correct?

23 A Well, that's not true. There is a -- a warning
24 that says, "Don't do that," and I don't know when that was
25 put in the system. That's a good Laurie Winston question,

1 she's the expert there, but there is --

2 Q So my -- but --

3 A -- there is now.

4 Q It might not have been there when -- when Mr. --
5 when the issues with this case.

6 A I -- I don't know the date, but --

7 Q You're not claiming that the clients violated any
8 trade secret issue by giving their username and password
9 out, are you?

10 A No.

11 Q And when the client gets the information, it
12 becomes theirs, and they have the right to do with it what
13 they want, correct?

14 A Not if they're giving it to our competitor, but
15 that's a different story.

16 MR. LEHRER: Your Honor, I've got a second deposition
17 that I'll be opening.

18 BY MR. LEHRER: (Continuing)

19 Q All right, I'm gonna show you -- start on 96, Mr.
20 Stritt.

21 A Okay.

22 Q Ninety-six.

23 A Ninety-six.

24 Q And go down to line ten. Do you remember being
25 questioned in -- I believe this was February of 2018 was

1 this deposition; do you -- do you understand that?

2 A Yeah, in February. Can I read it?

3 Q Well, let me -- let me ask you this --

4 A Okay.

5 Q -- we'll move to the -- if you need to look at

6 the front, the depo -- this deposition was given in

7 February of 2018, correct?

8 A (Reviews document.)

9 Q The front page.

10 A I'm gonna take your word -- word for it that --

11 Q Okay. I'll -- I'll represent it to you.

12 A Okay.

13 Q I mean I'm -- I'm reading it myself. All right,

14 and you were under oath at that time, correct? It's --

15 A Correct.

16 Q Both -- both of these depositions, I mean they're

17 under oath statements, correct?

18 A I'm sure I was.

19 Q Okay, go -- go to page 96.

20 A Okay.

21 Q Line ten, I'm gonna read it to you. It says,

22 "Okay."

23 MR. LEBLANC: Objection, Your Honor, he's not really

24 impeaching the witness with the deposition. He's trying to

25 have him testify from a deposition. I wasn't allowed to do

1 that in my case.

2 MR. LEHRER: Your Honor, he -- I've asked him a
3 question, he's given an answer. I'm showing an -- prior
4 inconsistent statement.

5 THE COURT: I'll allow it.

6 BY MR. LEBLANC:

7 Q Okay, it says, "And once you give that to the
8 client," this is the question, "And once you give that to
9 the client, that becomes the client information?" The
10 answer is, "Yeah, they can, they can." And then the
11 question is, "They can do whatever with it whatever they
12 want?" And you said, "Sure." That's what it says,
13 correct?

14 A (Reviews document.) Sure.

15 Q The -- there was no document that required Mr.
16 Bannon to give you notice of any type of termination of any
17 type of independent contractor status, was there?

18 A A requirement?

19 Q There was no document that said he had to give
20 you notice, correct?

21 A Yeah, I don't -- I don't think we -- we do that.

22 Q Okay. And -- and you didn't -- you didn't give
23 him any notice that you terminated the independent
24 contractor relationship, did you?

25 A Say it again?

1 Q You never gave Mr. Bannon notice that you were
2 terminating the independent contractor relationship, did
3 you?

4 A No. We didn't know when he terminated with us.

5 Q Yeah, but -- but at some point you assume he's
6 gone, you didn't send him a letter saying "Hey, just to
7 confirm, I'm terminating the independent contractor
8 relationship?"

9 A No. I think it was pretty evident. He certainly
10 terminated that relationship himself.

11 Q Do you understand the -- the term "earnings
12 before interest, taxes, depreciation and amortization"?

13 A Correct.

14 Q What's that -- what's that commonly refer to?

15 A And you -- you can say profit, but --

16 Q EBITDA?

17 A Yeah.

18 Q That's kind of a -- I guess a --

19 A Yeah.

20 Q -- accounting term?

21 A Yeah.

22 Q And that -- that's somewhat is a measure of a
23 company's overall financial performance?

24 A Just one.

25 Q Yeah, yeah. This is kind of like an alter --

1 alter -- alternate to net income in some
2 circumstances?

3 A Not net income, it would be profit.

4 Q Okay, so that goes to -- more to profit, right?

5 A Correct.

6 Q Isn't it true that you never calculated how the
7 loss of Brian Bannon's clients impacted Forum's 2017
8 EBITDA?

9 A I don't know if I calculated it.

10 Q You just -- you don't recall calculating it, did
11 you?

12 A Well, I wasn't -- wasn't asked to do that. We --
13 we looked at it from a different perspective.

14 Q Well, isn't it -- isn't it true that you believed
15 that would be a tough exercise?

16 A I don't know -- I don't know it to be tough, I'd
17 just have to sit there and figure it out. You'd have to
18 make some assumptions on expense and things like that.

19 Q All right, I'm going to move on from that. Isn't
20 it true that the -- the clients can terminate their
21 relationship with their agent at-will?

22 A Sure.

23 Q There's no -- there's no contract that says that
24 it's for a term of any type?

25 A There can be. We -- we don't employ them,

1 they're there at --

2 Q No, Mr. --

3 A We think -- yeah, we think if somebody wants to
4 go, they should be able to go.

5 Q None of Mr. Bannon's clients had any --

6 A No.

7 Q -- any type of contract?

8 A That's correct.

9 Q And isn't it true that Mr. Bannon had some good
10 relationships with his clients?

11 A He's got some.

12 Q Isn't it true that some of his clients could
13 simply say -- he could say to some of his clients, "I'm
14 moving," and they would simply say that they were gonna go
15 with him?

16 A If -- under certain circumstances, I would say
17 yes.

18 Q And isn't it true that you do not know why Mr.
19 Bannon's clients left with him to AssuredPartners?

20 A I was not present for any of those conversations,
21 so I have no idea what he told them. I can speculate. I
22 know what has been said in the past from AssuredPartners,
23 but I don't know what Brian Bannon told those specific
24 groups, that's correct.

25 Q After Mr. Bannon's clients left, there were no

1 efforts made by Forum Benefits to talk to these clients,
2 were there?

3 A Not true.

4 Q Not true?

5 A Correct.

6 MR. LEHRER: I had the wrong deposition on that.

7 BY MR. LEHRER: (Continuing)

8 Q Well, let me -- let me ask you this, after Mr.
9 Bannon's clients left, did you do anything to try to get
10 them to come back to Forum Benefits?

11 A We made some phone calls a couple -- a couple
12 people. Other people didn't return phone calls, but --

13 Q All right. Let's turn to page 81 of the -- the
14 30(b)(6) deposition.

15 A Is that the last one you gave me?

16 Q It's -- on the front it's gonna say it's the --
17 it's the 2020 deposition. Do you -- do you have that
18 deposition?

19 A Yeah, okay, got it.

20 Q Eighty-one, go down to line 23, it starts out, "I
21 ask this broadly enough," are you on the right one?

22 A Hold on, let me get there. Okay, which -- which
23 line?

24 Q Line 23.

25 A Okay.

1 Q It starts out, "I ask this broadly enough," is
2 that -- is that the right one?

3 A Yeah.

4 Q Okay, I'm going to read it.

5 A Yeah.

6 Q I ask this broadly enough, have any of Bannon's
7 clients that have left, have you been able to get them
8 back?" Next page the answer's, "No." It says, "Okay, all
9 right." And then the answer is, "We haven't gone after
10 them or talked to them;" is that what it says?

11 A That's correct. And then please add on where I
12 did say that St. Andrews did meet with us.

13 Q But that's not -- that's not in this -- it's not
14 in this answer, is it?

15 A The next one, no? Yeah, sorry, I added it right
16 after. I remembered we did meet with St. Andrews.

17 Q But that says, "Hey," you just talked with them
18 and said, "Hey, here's what's happening." You didn't --
19 you didn't say that you made efforts to get them back, did
20 you?

21 A That's it. So --

22 Q Okay.

23 A You're kind of splitting hairs there. We wanted
24 to meet and understand what happened. Clearly, we weren't
25 happy that, at this point, I remember when I met with him,

1 the only thing we did was that Brian Bannon had accessed
2 our SharePoint system and downloaded information. What we
3 didn't understand with it was that he was a Senior Vice-
4 President for AssuredPartners at the time. We thought he
5 was representing us. We had figured that out, so after his
6 -- well, after we got the computer back.

7 Q Other than the St. Andrews you didn't -- you
8 didn't contact any of these other clients that have been
9 named --

10 A So -- so we left -- we left messages. I left a
11 message for Career Logistics that was unreturned. I can't
12 remember the other ones, if we made any contact, or
13 anything like that.

14 Q And -- and looking back at your deposition, when
15 you were asked about who you contacted, you didn't -- you
16 didn't give any information about those phone calls, did
17 you?

18 A Did I what?

19 Q Making these phone calls.

20 A No.

21 Q Okay.

22 A Well, we didn't contact them.

23 Q Well, you said you didn't contact them, that's
24 what the deposition says, right?

25 A Yeah. So -- so -- but the point of contact,

1 you're talking about talking to them, or leaving them a
2 message?

3 Q We'll let your -- your attorney -- I can't answer
4 your questions, that's not how the process works.

5 A Okay.

6 Q You don't know the market value of the lost
7 revenue related to Mr. Bannon's clients, do you?

8 A I can use a lot of different formulas. I can
9 tell you what my number would have been from my company,
10 but I don't know if I could --

11 MR. LEBLANC: Excuse me, may I approach?

12 THE COURT: Yeah.

13 BAILIFF: Excuse me, Your Honor, he wants to go to the
14 restroom.

15 THE COURT: All right we'll go ahead and take about --
16 our mid-afternoon break, and we'll be back in about ten
17 minutes.

18 (Whereupon, the Jury leaves the courtroom.)

19 (Whereupon, the Court is in a brief recess.)

20 BY MR. LEHRER: (Continuing)

21 Q Okay, Mr. Stritt, I'd like to ask you about
22 Plaintiff's Exhibit 550. I'm gonna hand that to you. And
23 I believe this was the document you -- you went over
24 earlier with your counsel; is that correct?

25 A (Reviews document.) That's correct.

1 Q Let's -- let's take a look at the third page.
2 Hold on, it'll take a second, all right. Okay, do you see
3 this -- this email on the third page between you and Ben
4 Taylor? Do you see that?

5 A I -- I'm sorry, say that again? What is it?

6 Q The email -- on the third page is -- on the
7 bottom is Form 1817. I have it on the screen, it may be
8 easier.

9 A (Reviews document.) Yeah, no, no, I've got it,
10 just tell me which -- where are you at?

11 Q And you see where it says, "Brian, thanks for the
12 discussion today. Just to summarize our discussion, we
13 agreed to the 60-day termination start date is 2/5/2016
14 through 4/5/2016;" do you see that?

15 A (Reviews document.) Yeah.

16 Q Would you agree that was kind of y'all's notice
17 period?

18 A Yeah.

19 Q And during that time period you -- Forum Benefits
20 was still going to be an agent for those clients?

21 A Correct, unless they moved over.

22 Q And then your attorney referred to your -- your
23 response to him, which included this -- your comment here
24 that you talked about, that you're not going to allow third
25 party access?

1 A Correct.

2 Q And then Mr. Taylor, if you look at the first
3 page, he responds to your comment, doesn't he?

4 A (Reviews document.) Yes.

5 Q Or your previous -- previous, yeah, first page,
6 it kind of goes backwards.

7 A Yeah.

8 Q Okay. All right, and this is his response to you
9 saying you're not going to allow access, correct?

10 A (Reviews document.) Are we talking about, "May I
11 appeal to you one more time?"

12 Q Well, I'll just -- this is -- this -- you would
13 agree that this is within the communications that we're
14 looking at, right? These are back and forth communications
15 between --

16 A That's within that.

17 Q -- you and Ben Taylor? Okay.

18 A Sure.

19 Q And it starts out, he -- he says at the top, he
20 says, "Brian, I wish I could reciprocate and appreciate
21 your position, but I'm having a difficult time." He says,
22 "I'm going to appeal to you one more time, please make this
23 easier on all of us and do the letter of transfer, except
24 the two or three accounts we discussed;" do you see that?

25 A (Reviews document.) Yeah, correct.

1 Q And then go down, do you see -- I've got it
2 highlighted there, just so we don't have to read this whole
3 thing.

4 A Okay.

5 Q He then -- the then says, "I want to, again,
6 remind you, it was you who invited us to take your toys and
7 go home. It didn't appear to include a host of hostage
8 taking efforts." Do you see that?

9 A (Reviews document.) Yeah.

10 Q That was his response to your email?

11 A That is correct.

12 Q And you were the one who approved turning off
13 Employee Navigator for AssureSouth clients?

14 A That is correct.

15 Q And that would -- sometimes we refer to them as
16 AssureSouth, some of the witnesses, I think, have referred
17 to as Mack Ward's clients.

18 A It could be, and understand we're in different
19 timeframes within the -- within the -- the transition
20 period. There were different relationships between us at
21 different times, and I'll be glad to explain all of them to
22 you.

23 Q Okay.

24 A Absolutely, with that.

25 Q Well, let me show you -- I can't remember if this

1 one actually was for these.

2 MR. LEHRER: I'm just gonna read them out, Your Honor,
3 because I can't keep up with -- with some of this stuff.

4 BY MR. LEHRER:

5 Q So I'm going to show you a set -- a group of
6 emails, and ask if you can identify that?

7 MR. LEBLANC: May I have a copy?

8 MR. LEHRER: Oh, yeah, let me get you a copy.

9 BY MR. LEHRER:

10 Q This is --

11 MR. LEHRER: Oh, yeah, let me give you a copy.

12 BY MR. LEHRER:

13 Q At the first email I mean you're copied on these
14 emails, correct?

15 A Yeah.

16 Q Okay.

17 A To Brian Stritt, February, yeah.

18 MR. LEHRER: I move to admit the Defendant's Exhibit
19 -- I didn't say mark it, did I? I'm all over the place.

20 COURT REPORTER: Four.

21 MR. LEHRER: Four? Do you need --

22 BY MR. LEHRER:

23 Q Hand it back to me, I'm jumping ahead of myself.

24 A Do you want me to give it back?

25 MR. LEHRER: All right. Move to admit Defendant's

1 Exhibit 4, Your Honor.

2 THE COURT: All right, any objection?

3 MR. LEBLANC: Same objection we discussed yesterday
4 that you overruled.

5 THE COURT: All right, subject to the objection.

6 (Whereupon, Defendant's Exhibit Number 4 is marked for the
7 record and admitted into evidence without objection.)

8 BY MR. LEHRER:

9 Q All right, let's look at this one. Okay. Do you
10 see the email there March 15th of 2016?

11 A (Reviews document.) Yeah.

12 Q So that's -- that's prior to that -- that April
13 date, I think we said April 5th, or we didn't say -- did we
14 say when?

15 A Uh-huh.

16 Q April 5th date, that's prior to that April 5th
17 date, where we talked about that notice he gave, correct?

18 A Correct.

19 Q And here is where you say, "Turn it off," you're
20 referring to the Navigator, correct?

21 A That's correct. The reporting functions on it.

22 Q And then on up you see that it looks like Heather
23 Edwards actually did the turning off; do you see that?

24 A (Reviews document.) Yes, her -- the email's from
25 her, I'm sure she did that --

1 Q Okay, all right.

2 A -- but, yeah.

3 Q Well, let's look down under that list of clients
4 that you're turning off access, right?

5 A Yeah.

6 Q It says, "All reporting access has been disabled,
7 can be enabled if they decide to stay with us," correct?
8 That's what --

9 A Correct.

10 Q -- it says?

11 A That's correct.

12 Q So for clients that were leaving with
13 AssureSouth, they're -- they're reporting access -- some of
14 those clients' reporting access was cut off, right?

15 A Correct.

16 MR. LEHRER: Nothing further for this witness, Your
17 Honor.

18 THE COURT: All right, any follow-up?

19 MR. LEBLANC: No, sir, I don't have any questions.

20 THE COURT: All right, you may be excused.

21 MR. STRITT: Yeah, you do.

22 MR. LEBLANC: I didn't --

23 MR. LEHRER: Your Honor, he can't, the witness --

24 THE COURT: You -- you can't do that. If he doesn't
25 have any questions, he doesn't have any questions. You can

1 step down, sir.

2 WITNESS: What do I do with all this stuff?

3 THE COURT: Just leave it there, we'll get it.

4 WITNESS: Thank you.

5 THE COURT: All right, call your next witness.

6 MR. LEBLANC: The Plaintiff rests.

7 THE COURT: All right, Ladies and gentlemen, there is
8 some matters of law that I need to take up with the Court,
9 so I'm going to ask that you be excused at this time, and
10 we'll get you right back in here in a couple minutes, okay?

11 (Whereupon, the Jury leaves the courtroom.)

12 THE COURT: All right, so how would you like to -- how do
13 y'all propose to proceed? How many witnesses do you have
14 available, Mr. Lehrer?

15 MR. LEHRER: Well, Your Honor, I have two of Mr.
16 Bannon's clients available this afternoon to testify. I do
17 have two clients coming in the morning that couldn't make
18 it today. And I'm still trying to decide who all I'm
19 actually going to call, and -- and I am debating whether or
20 not -- I mean if Your Honor, you know, is inclined to rule
21 on any directed verdict issues how that might change what
22 -- what evidence we would present.

23 THE COURT: All right, let's do this, let's work until
24 4:00 and let them go, and then we'll take up the directed
25 verdict motions.

1 MR. LEHRER: We call Christie Holderness.

2 CHRISTIE HOLDERNESS,

3 having been duly sworn,

4 testifies as follows:

5 MADAM CLERK: And could you please spell your first
6 and last name?

7 WITNESS: Christie, C-H-R-I-S-T-I-E, Holderness, H-O-
8 L-D-E-R-N-E-S-S.

9 DIRECT EXAMINATION

10 BY MR. LEHRER:

11 Q Good afternoon, Ms. Holderness, my name is Jeff
12 Lehrer, we've met before, right, and you understand I
13 represent the Defendants Brian Bannon and AssuredPartners,
14 correct? Tell the Jury who you work for.

15 A St. Andrews Public Service District.

16 Q How long have you been there?

17 A Since 2001.

18 Q What do you do there?

19 A I'm the CEO District Manager.

20 Q In that job do you deal with the District's
21 insurance?

22 A Yes.

23 Q And tell the Jury a little bit about the District,
24 like what all -- I know that there's a lot that goes on.

25 A So we are a government municipality, a special

1 purpose district. We provide fire service, first
2 responder, environmental services, or trash sanitation
3 pickup and street lighting for 25,000 residents.

4 Q Okay, and in that job do you deal -- you deal with
5 the insurance for the District?

6 A I'm directly involved in it.

7 Q How do you know Brian Bannon?

8 A Brian Bannon was a fan of St. Andrews before I
9 came onboard in '01. He would meet with my CFO at the time
10 to solicit our business. We were happy with the insurance
11 company that we were with until they became bigger than we
12 were, so we decided it was time for us to search for
13 someone who better fit our needs. We put out an RFP, and
14 Brian responded.

15 Q Okay, and did -- did -- after that RFP did the
16 District select Mr. Bannon --

17 A Yes.

18 Q -- for their agent?

19 A Yes.

20 Q Who was the District's insurance agent in 2016?
21 Who would you -- who did you believe was the insurance --

22 A Brian.

23 Q Brian Bannon?

24 A Yes.

25 Q And who was the District's insurance agent in 2017?

1 A Brian Bannon.

2 Q Are you aware at any point in time between 2016 and
3 2017 when Mr. Bannon was not the District's insurance agent?

4 A Absolutely not.

5 Q And as -- as the agent, did you authorize Mr. Bannon
6 to have access to all of the District's plan data?

7 A I make that decision and grant my HR the authority
8 to do that.

9 Q And so was -- was Mr. Bannon given authority from
10 the District to have access to all of the plan data?

11 A Yes.

12 Q And was that the same in 2016 as it was in 2017?

13 A Yes.

14 Q At some point did Mr. Bannon talk to you about him
15 moving over to AssuredPartners?

16 A Yes.

17 Q Tell the Jury what you recall about that.

18 A That he was looking to move to AssuredPartners
19 and wanted to know if we would like to switch. And our
20 conversation was the same reason why I went with him the
21 first time, as long as they were able to provide our needs,
22 which they were. We -- so I -- I solicited my Legal
23 Counsel to make sure, just because I don't know, I always
24 go to legal, and they assured me that there was nothing
25 wrong with that, and so we stayed with Brian.

1 Q And so you -- you stayed with Brian and you moved
2 to AssuredPartners?

3 A Uh-huh.

4 Q And just for the record, would you say yes for
5 the record?

6 A I'm sorry, yes.

7 Q That's fine. Did you trust Brian to act in the
8 District's best interest?

9 A Yes.

10 Q And had he built up that trust through years of
11 service?

12 A Oh, gosh, yeah.

13 Q Was it important for you that he had access to
14 the District's plan information at all times he was your
15 agent?

16 A Yes.

17 Q Does -- does the District -- or did the District
18 back in 2016 use a system called Employee Navigator?

19 A Yes.

20 Q Do you have any knowledge about whether Mr.
21 Bannon was given consent to use login -- the District's
22 login and password to obtain the District's information?

23 A I authorized HR to provide that to him.

24 Q Okay.

25 MR. LEHRER: Nothing further, thank you, ma'am.

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CROSS-EXAMINATION

BY MR. LEBLANC:

Q Ms. Holderness, do you have any familiarity with how Employee Navigator works?

A Yes.

Q Okay. When you say you authorized somebody to give their password to Mr. Bannon, who did you authorize?

A HR.

Q And -- and is HR's first name Joann?

A Yes, I'm sorry, yes.

Q And so you got Joann's password, login credentials and gave it to Brian Bannon?

A Yeah, Joann gave it to Brian.

Q So Joann got the login credentials and gave them to Brian Bannon?

A Yes. HR is the one who actively participates in Employee Navigator, so at that point I just asked her to give him the information.

Q And have you ever logged into Employee Navigator?

A Yes.

Q In logging in, is there a click through screen where you have to agree to their terms and conditions?

A So it's been years since I've participated in Employee Navigator, and that's why HR and the girl who just testified would appreciate that. Yeah.

1 Q Ms. Gant, who just testified?

2 A Yeah.

3 Q So --

4 A She's HR.

5 Q Yeah, so my question is, have you ever logged into
6 Employee Navigator?

7 A Yes.

8 Q And you've gone through the click-through screen
9 where it says, "I agree to all these terms and conditions?"

10 A I -- it has been years, and I honestly can't tell
11 you what the first screen pops up when I get there, so, I'm
12 sorry, I don't know.

13 Q So you've never clicked through a screen that says,
14 "Authorized users shall take appropriate precautions to
15 maintain the secrecy of their user" --

16 A Again, I don't remember.

17 MR. LEHRER: Objection.

18 MR. LEBLANC: Can I finish my question?

19 MR. LEHRER: Asked and answered.

20 THE COURT: That's okay. Read slow if you're going to
21 ask her a question.

22 MR. LEBLANC: Yes, sir.

23 BY MR. LEBLANC: (Continuing)

24 Q You've never clicked through a screen that said,
25 "Authorized users shall take appropriate precautions to

1

maintain the secrecy of their username and password?"

2

3

A I don't know.

4

MR. LEBLANC: That's all the questions I have.

5

THE COURT: All right, anything as a follow-up?

6

MR. LEHRER: No.

7

THE COURT: All right, thank you very much, you may be
excused. Is that it?

8

9

MR. LEHRER: I believe that's it for today, Your Honor.

10

THE COURT: All right. Ladies and gentlemen, I'll
definitely let you get to happy hour today, it's 3:10, so I
hope you have a wonderful rest of your afternoon; and
remember, as far as your loved ones know, you're still in a
jury trial, okay, 'til 5 o'clock, 5:30ish.

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(Whereupon, the Jury leaves the courtroom.)

16

BAILIFF: The Jury's cleared, Your Honor.

17

THE COURT: Thank you, sir.

18

All right, y'all just go ahead and let's do two
things. First off, just for scheduling purposes, do y'all
have y'all's -- yeah, jury charges and verdict forms? Did
y'all ever agree on the verdict form? Do you have, like, a
little twist that you wanted me to look at?

19

20

21

22

23

MR. LEHRER: We -- I'm not exactly sure. I sent
something back to Mr. LeBlanc.

24

25

MR. LEBLANC: We could probably make good use of the

1 next hour discussing --

2 THE COURT: All right.

3 MR. LEBLANC: -- or two.

4 MR. LEHRER: Yeah, there -- there's some issues, I think,
5 with the jury instructions, unless Your Honor has his own
6 instructions.

7 THE COURT: Yeah, I'll take a look. I mean I do,
8 obviously.

9 MR. LEHRER: Yeah.

10 THE COURT: But I'll take a look and see what y'all
11 have. Now, as to the standard jury charges, obviously, I'm
12 just going to argue the standard jury charges, because I
13 can't see what y'all want to say about the elements of
14 other causes of action. So I mean this is a very unique
15 causes of action, other than breach of contract, but -- or
16 breach of fiduciary duty, but -- all right, so let's do
17 this, so let's go ahead and take a -- well, you don't have
18 a copy of that, do you? I'll pull mine up in a second.

19 All right, let's go ahead and argue. I assume that
20 you're going to have a motion to argue, Mr. Lehrer?

21 MR. LEHRER: Your Honor, I thankfully have Mr.
22 Carlstedt for that, but, yes, we do have a motion.

23 THE COURT: All right. Yes, sir.

24 **DIRECTED VERDICT MOTIONS**

25 MR. CARLSTEDT: Are you ready to go, Your Honor?

1 THE COURT: Yes, sir.

2 MR. CARLSTEDT: Okay. Your Honor, I have notebooks
3 for opposing counsel and for you, if that's okay? Is it
4 okay if I walk up?

5 THE COURT: Sure.

6 MR. CARLSTEDT: Judge, with your permission, I -- I
7 think it might make sense to go through one claim at a
8 time.

9 THE COURT: All right, and how many outstanding claims
10 currently is -- are there?

11 MR. CARLSTEDT: There are five causes of action.

12 THE COURT: There's five still viable?

13 MR. CARLSTEDT: Yes.

14 THE COURT: All right.

15 MR. CARLSTEDT: And the way I'm gonna do it is walk
16 through the five claims, and then there's also the damages
17 issue, as well, Your Honor, that we also think is a proper
18 basis for a directed verdict.

19 I'm going to start off, Your Honor, with the breach of
20 contract. Number one, as the Court knows, there is no
21 signed contract that has been put into evidence in this
22 case, which is fatal to their claims for a variety of
23 reasons. Number two, one thing that is crystal clear,
24 after hearing the testimony is, even the contract they put
25 into evidence, there could not have been a meeting of the

1 minds. It's missing all of the essential terms. It
2 doesn't have his name, it doesn't have his compensation, it
3 doesn't have his duties, it doesn't have any of those
4 things in there. So we'll also argue that as barred by the
5 statute of frauds, as admitted to by their lawyer, David
6 Wyatt.

7 Finally, one thing that has developed during this
8 case, Your Honor, is this is an agreement that has
9 restrictive covenants. Under South Carolina's law, as I
10 understand it, that agreement has to be executed the same
11 day the employment starts. Testimony was that Mr. Stritt
12 drove down a month and a half later and, allegedly,
13 personally delivered the paycheck and the agreement to Mr.
14 Bannon. So even if that happened, and even if he signed
15 it, under South Carolina law, he didn't execute it the same
16 day he received it. So turning to the contract itself,
17 Your Honor, and this is tab 1A in the notebook, you'll see
18 that all the essential terms are missing. No name, no
19 date, no address, no Social Security Number, no job duties
20 in Exhibit A. All the compensation details are missing.

21 The other thing that's bizarre is, if it's true, as
22 Plaintiff claims, that he drafted this agreement, where was
23 the Word version of it? It never showed up over the five
24 years of this case. In short, the -- the -- there was --
25 could never have been a meeting of the minds on this

1 because this agreement that is in here does not have any of
2 those clear terms. Next, and this goes actually to the
3 trade secret issue, Your Honor, and I want to point it out
4 as I go through the contract, this came out in the
5 testimony through various witnesses, the confidentiality
6 obligation expires two years after the date that Mr. Bannon
7 ceased to be an employee. He ceased to be an employee in
8 May of 2013. In May of 2015 these confidentiality
9 agreements, even if they were true, they expired, and that
10 goes definitely to the trade secret issue.

11 On the statute of frauds issue, I'm going to get to
12 some of the cases here in a second, Your Honor. The
13 obligations in the noncompete could not have been performed
14 within one year. Their own witness that they called, Mr.
15 Wyatt, admitted on the stand that this agreement could not
16 be -- could not be performed within one year. That puts it
17 squarely within the statute of frauds. There's no
18 signature, it can't be performed within one year, as their
19 own attorney, by their own witness, this claim is barred by
20 the statute of frauds. If you'll notice on page four of
21 the contracts, not only did Mr. Bannon not sign it, they
22 don't even have a signed copy from the Plaintiff, they
23 don't have it at all. The other thing that's kind of odd
24 about this agreement, when you turn to one of the second to
25 the last pages, it talks about having a parent or guardian

1 signature. I mean there was no doubt that in every step in
2 this case Mr. Bannon was of the age of majority, so it just
3 doesn't make any sense this agreement would ever have
4 actually been tendered to. There's no job duties in
5 Exhibit A. There's no explanation of benefits in Exhibit
6 B. This -- even if they had testimony from six witnesses
7 that said that Brian Bannon signed this, because it's
8 missing all of the essential terms, there could never have
9 been a meeting of the minds, Your Honor. The face of the
10 contract just shows that there -- the -- those essential
11 terms aren't there. So if we turn, Your Honor, just
12 quickly to the case law, first case is in tab B of the
13 materials, and this is Rental Uniform Service of Florence
14 versus Dudley, which is a Supreme Court of South Carolina
15 case cited at 301 S.E.2d 142, it's from 1983. And this is
16 the case that just says restrictive covenants not to
17 compete are generally disfavored and will be strictly
18 construed against the employer. And -- and that's
19 precisely what we're dealing with here, is -- is a covenant
20 not to compete that's in here, and those things, you have
21 got to make sure you get that signed, it's got to have all
22 the essential terms. You've got to lock that away in a
23 cabinet, and you've got to present it to the Court. That's
24 precisely what the cases behind this say. So when you move
25 to tab 1C, the statute of frauds, this case is a statute of

1 frauds case where the face of the contract was unexecuted,
2 and it showed on its face that it was going to last for a
3 period of five years, so it couldn't be performed within
4 one year. And this is a summary judgment case, you're
5 gonna see, Your Honor, that the cases that I'm going to
6 discuss throughout this argument are all going to talk
7 about decisions as a matter of law, and that's what this
8 is, a summary judgment decision. These aren't after
9 trials, these are legal questions for the Court. So the
10 Springob versus University of South Carolina Court decided
11 at 757 S.E.2d 384 from the Supreme Court of South Carolina
12 from 2014. The operative text that I would like to show
13 Your Honor is over on page four of the decision, and some
14 of this is just black letter law, Your Honor. It says,
15 "The statute of frauds requires that a contract that cannot
16 be performed within one year be in writing and signed by
17 the parties." Let's skip down to that next head note five
18 there, it says, "We agree with the Trial Court that the
19 agreement was not capable of being performed within one
20 year. Indeed the very language of the brochure states that
21 the agreement to purchase premium seating was for a five-
22 year term." That's exactly what we have in this case, Your
23 Honor. It shows on the face of the agreement the
24 confidentiality and noncompete obligations two-year terms.
25 And then it goes on, you'll see it says, "We find there's

1 no genuine issue of material fact, and the Court applies
2 the statute of frauds," this is over on page five, "and
3 award summary judgment to the Defendant saying that there's
4 no signed agreement, it's going to last more than a year,
5 no contract claim." Flip over to tab B, and this is a
6 critical case, Your Honor. This case stands for the
7 proposition that a Plaintiff's self-serving loan evidence
8 is not enough to overcome the statute of frauds. So you --
9 you heard Mr. Stritt come and testify, "Oh I was there, I
10 saw him sign." That's exactly what happened in the next
11 couple cases I'm going to discuss, and what the Supreme --
12 what -- what South Carolina law says is that that's not
13 gonna do it. That -- that if you want to recreate an
14 instrument, you've got to have clear and convincing
15 evidence, not just self-serving testimony of the Plaintiff.
16 This is a summary judgment, it's affirmed on appeal. So
17 this first one is Yadkin Valley Bank and Trust versus
18 Oaktree Homes, cited in 2014 Westlaw 3747342 (phonetic).
19 It is a 2014 case. Over on the first page, Your Honor, up
20 at the top, it says, "We find the Trial Court did not err
21 in holding Oaktree's counterclaims against Yadkin Valley
22 failed as a matter of law because it was unable to produce
23 a written loan agreement. Jurisdictions," down below,
24 "Jurisdictions that allow a party to submit parol or
25 extrinsic evidence to establish proof of a lost memorandum

1 in order to avoid the requirements set forth in the general
2 statute of frauds require that evidence be clear and
3 convincing." And it says down below there, "We hold that
4 even if this Court were to accept the lost memorandum
5 exception, that the general statute of frauds apply to the
6 lender's statute of frauds. Oaktree failed to provide the
7 required clear and convincing evidence." And here's where
8 you get to the self-serving part here, Your Honor, on page
9 -- on page two of the case. It says, "The evidence Oaktree
10 submitted concerning the existence and terms of the loan
11 commitment letter was self-serving and contradictory. The
12 very purpose of the statute of frauds is defeated where the
13 sole proof of the existence and contents of a document
14 relied upon to avoid the statute is the testimony of the
15 Plaintiff." And that was the only testimony we heard in
16 this case of Mr. Stritt, who, frankly, was caught on a
17 number of occasions changing testimony from his deposition,
18 but he was the only one that testified as to the existence
19 of the agreement. The same case -- the next case, this
20 Weinsier, that's W-E-I-N-S-I-E-R, versus Soffer, this is
21 actually a Florida case, Your Honor, from 1978, Weinsier
22 versus Soffer from the Third District in Florida, same --
23 same type of case, just persuasive authority. If you go
24 over to page three of the case, Your Honor, it says -- I'm
25 gonna read from down kind of near this -- the bottom of the

1 second paragraph, "Plaintiff's recollection concerned only
2 the purpose for drafting the document. The very purpose of
3 the statute of frauds is defeated, where the sole proof of
4 the existence and contents of a document relied upon to
5 avoid the statute is the testimony of the Plaintiff. The
6 Court finds the statute of frauds is applicable, and the
7 Court, therefore, says, "No claim as a matter of law." And
8 just one final case, Your Honor, on -- on this first --
9 these first issues, this one stands for the proposition,
10 this is actually a noncompetition agreement that was held
11 unenforceable under the statute of frauds. There is not a
12 real significant discussion in this case as to the -- how
13 that was applied, but I just wanted Your Honor to see the
14 statute of frauds has been enforced and used in the
15 noncompete context. This case is Weeks versus McMillan, M-
16 C-M-I-L-L-A-N, cited at 353 S.E.2d 289. It's a 1987 case
17 from the Court of Appeals of South Carolina, and if you
18 just look over here over on page three, you'll see where
19 the Master found -- and then it goes on to say that the
20 noncompetition clause in the 1980 agreement, even if
21 applicable, is void against public policy and unenforceable
22 under the statute of frauds. And this Court over on the
23 next page, over on page four, upholds that. It says that's
24 perfectly appropriate under the circumstance. So there's
25 several reasons, Your Honor, why the agree -- the contract

1 should not be enforced. There couldn't be a meeting of the
2 minds, it was not provided to him at the time his
3 employment commenced and is barred by the statute of
4 frauds. Those are my arguments as to Count 1, Your Honor.
5 And I don't know if you want to go back and forth or you
6 want me to go through all of them.

7 THE COURT: Well, is it easier if we take them one-by-
8 one for you?

9 MR. CARLSTEDT: I think so.

10 THE COURT: I don't want you to get bogged down, so
11 that's fine.

12 MR. LEBLANC: The Plaintiff agrees that the statute of
13 frauds applies, no contest there. It -- it's a contract
14 that cannot be performed within the time period that would
15 trigger the statute of frauds. Plaintiff believes that
16 they complied with the statute of frauds by getting a
17 signed contract. The con -- the -- the testimony was that
18 Mr. Bannon signed the contract when Mr. Stritt delivered
19 it. Mr. Stritt carried it back to Greenville, put it in
20 his employer -- employee file. Didn't probably look at it
21 again until 2016. And in 2016, it's not a situation where
22 the contract was out of the file, the entire file was gone.
23 All right? So we agree that the statute of frauds applies.
24 We agree that you cannot just have self-serving testimony,
25 so we have corroborating testimony, and that corroboration

1 is his entire folder is gone, that's questionable.
2 Corroborating testimony is David Wyatt testified that he
3 was actually contacted in this timeframe to prepare a
4 employment agreement, specifically, for a new employee
5 that's gonna be hired out of Charleston. That kind of
6 corroborating testimony provides clear and convincing
7 evidence that we -- we hired an attorney, paid an attorney
8 to -- to create an employment agreement so that we can
9 comply with the statute of frauds, the corroborating
10 testimony. And the third -- so that's two pieces of
11 corroborating testimony. The third piece is Chris
12 Whatley's signed employment agreement. So Chris Whatley
13 has a signed employment agreement that's exactly like what
14 David Wyatt emailed to our client, according to the
15 testimony, and that becomes the third part of corroborating
16 testimony. We hired an attorney to create an -- an
17 employment agreement. We delivered the employment
18 agreement to Mr. Bannon, had it signed. We -- we don't
19 have the employment agreement, but we also don't have his
20 entire folder, and the employment agreement
21 contemporaneously, at that time, was used by another
22 employee in the same context as Mr. Bannon.

23 THE COURT: All right.

24 MR. LEBLANC: Thank you.

25 THE COURT: Thank you, sir.

1 MR. CARLSTEDT: Do you want to move on to number two,
2 Your Honor?

3 THE COURT: Please.

4 MR. CARLSTEDT: Your Honor, the second claim is the
5 breach of fiduciary duty claim, and under the case law that
6 I'll present to Your Honor, actually, it is -- it is your
7 responsibility to determine if a fiduciary duty exists.
8 And what South Carolina says about this is that independent
9 contractors do not owe any fiduciary duty to the companies
10 that they serve. So I'm just gonna move right into it,
11 Your Honor. Under the first --

12 THE COURT: So --

13 MR. CARLSTEDT: -- case --

14 THE COURT: I'm sorry, this is breach of fiduciary
15 duty?

16 MR. CARLSTEDT: Yes, Your Honor. And I'm at tab 2A in
17 the materials, Your Honor.

18 THE COURT: All right, I'm there, Cowburn v. Leventis.

19 MR. CARLSTEDT: Yes, Your Honor.

20 THE COURT: And, Ms. Cathy, and if you need the
21 spelling for any of these, just let me know.

22 MR. CARLSTEDT: Do -- do you want me to spell them on
23 the record, Your Honor, would that be --

24 THE COURT: Yeah, she -- she'd normally know, but if
25 it's a funky one, obviously, I'll just said let me know,

1 but you've given the case site, so it doesn't really
2 matter.

3 MR. CARLSTEDT: Okay. So this one is cited at 619
4 S.E.2d 437. It's a 2005 case from the Court of Appeals of
5 South Carolina. And what this case says, Your Honor, is
6 that whether a fiduciary duty exists should be determined
7 by the Court. If you look over on page ten of this
8 opinion, you'll see highlighted language down at the
9 bottom, and it just says very simply, "The determination of
10 whether a fiduciary relationship exists is an equitable
11 issue to be determined by the Court." And that's -- that's
12 really the only proposition that I put this in the record
13 for Your Honor, is that this one is your duty as opposed to
14 the Jury's duty, so at some point you'll have to make a
15 decision on it.

16 The next case, which is over at tab B in the materials
17 stands with the proposition that an independent contractor
18 cannot owe a fiduciary duty. And whether or not the
19 fiduciary duty exists, again, is an equitable issue for the
20 Court. This is a summary judgment case, Your Honor, where
21 the Court grants summary judgment. The case is Wired Fox
22 Technologies, Inc., versus Estep, and that is E-S-T-E-P.
23 It's cited at 2017 Westlaw 1135288. It's from the District
24 Court of South Carolina, the Federal District Court, and
25 it's a 2017 decision. I'm gonna move on over, Your Honor,

1 to the bottom of para -- page eight to start. And, again,
2 you'll see the first thing that it says is, that the
3 determination regarding the equitable issue of whether a
4 fiduciary relationship exists is to be made by the Court.
5 It says, "The imposition of a fiduciary duty upon a party
6 constitutes a high standard of responsibility, and should
7 not be done lightly." And then down below there, I'm gonna
8 skip down to the next highlighting, where it says,
9 "Moreover," Your Honor, it says, "Moreover, a mere
10 employer/employee relationship is not sufficient to create
11 a fiduciary duty under South Carolina law." So here we
12 don't even have an employee/employer relationship, we've
13 got an independent contractor, but, luckily, this case
14 talks about that independent contractor status. If you
15 move over to page ten, Your Honor, and I'm gonna -- gonna
16 read from the top left, it says, "Therefore, as more fully
17 explained below, the Court finds that no fiduciary
18 relationship existed between Estep and Wired Fox, and that
19 Plaintiff's breach of fiduciary duty claim fails as a
20 matter of law." It says, "In the breach of a fiduciary
21 duty claim, Plaintiff alleged that Estep's fiduciary duty
22 to Wired Fox arose from the independent contractor
23 agreement, so they actually had an agreement in this case.
24 It says, "Putting aside for the moment the undisputed fact
25 that the independent contractor agreement was never signed

1 by either party, Defendants convincingly argue that if a
2 traditional employer/employee relationship alone is not
3 sufficient to give rise to a fiduciary duty, an independent
4 contractor relationship can hardly be sufficient in that
5 score." Then you'll see where it goes over on the right,
6 Your Honor, and it continues to say, "That there's no
7 fiduciary duty, when it comes to an independent contractor,
8 and that the Court ultimately upholds the summary
9 judgment." And you'll see the summary judgment is there --
10 I'm sorry, is decided over on page 11, and so it kicks out
11 the fiduciary duty -- fiduciary duty claim. Moving onto
12 tab C, it's very similar, Your Honor, and this one, again,
13 affirms summary judgment, and it talks about how there is
14 no fiduciary duty for an independent contractor. The other
15 interesting part of this case that we're gonna get into a
16 second is, this case discusses how the trade secret statute
17 is inapplicable to independent contractors. As you'll
18 note, when we go through the trade secret claim, the trade
19 secret statute keeps referring to employee, it does not
20 discuss independent contractors. If you want to protect
21 your trade secret with an independent contractor, you'd
22 better have a contract. So let's start on this -- this
23 next case, Your Honor, which is tab C. This is Computer
24 Products, Inc., versus JEM Restaurant Group, Inc., cited at
25 2007 Westlaw 8326593. It's a 2007 decision from the Court

1 of Appeals of South Carolina. The operative language is up
2 here on the right-hand side. It says, "Computer Products
3 argues that because Valmus," V-A-L-M-U-S, "was an
4 agent/employee of Computer Products, Valmus had a duty of
5 loyalty to Computer Products; however, at trial Computer
6 Products conceded that Valmus was an independent
7 contractor, not its employee, therefore, this argument is
8 without merit." And the Court goes onto grant summary
9 judgment, Your Honor, in this case.

10 Turning over to tab D, tab D's actually kind of
11 interest -- interesting. So this -- this one was actually
12 dismissed on a motion to dismiss, Your Honor. This -- this
13 one isn't, you know, a directed verdict on a trial or
14 summary judgment, this is even earlier in the case. And
15 this one in this case, this -- this Big Red Box, LLC,
16 versus Square, Inc., case cited at 2020 Westlaw 465928, and
17 it's a 2020 decision from the District Court of South
18 Carolina. This case actually has the situation where the
19 individual was once employee of the company and became an
20 independent contractor, exactly what we have with Mr.
21 Bannon here, the same exact type of situation. Operative
22 language on this case, Your Honor, is over at page five,
23 and so I'm just gonna just start reading from the left-hand
24 highlighted column, "In the employment context, Courts have
25 declined to find existence of a fiduciary duty in the

1 context of a mere at-will employment relationship. Also an
2 arm's-length relationship, like that of an independent
3 contractor, does not give rise to a fiduciary
4 relationship." Up at the top it goes through some of the
5 facts here. It says, "Plaintiff alleged that it hired Tye
6 Grisel," G-R-I-S-E-L, "in November 2013 to work in its
7 sales, marketing and IT departments. Tye Grisel remained
8 an employee until March of 2016, when he started G5 and
9 continued to provide plaintiff with his services for \$1,600
10 per month. Plaintiff has not alleged adequate facts to
11 show that Tye Grisel was more than an at-will employee and
12 contractor; therefore, nothing plaintiff alleges in its
13 third amended complaint plausibly supports any circumstance
14 under which plaintiff and Tye Grisel maintain the sort of
15 special relationship to establish the obligations of the
16 fiduciary duty between them. Thus, there could be no
17 aiding and embedding of any breach of a fiduciary duty
18 where -- here Tye Grisel did not have a fiduciary duty to
19 plaintiff to breach." And then the Court goes onto dismiss
20 the case. Judge, the last thing I want to point out in
21 this -- this section, in Section E, and this goes for a
22 couple of common law claims. So tab 2E is that your trade
23 secret statute must -- like most of the trade secret
24 statutes, it has a provision that says, that if you've got
25 a claim that's based on trade secrets, it displaces other

1 common law claims where you're seeking the same damages.
2 And that's what this Section 39-8-110 is from the South
3 Carolina Code. It says, "Except as provided in Subsections
4 B and C, this chapter displaces conflicting tort,
5 restitutionary and other law of this State providing civil
6 remedies for misappropriation of a trade secret, as this
7 chapter does not effect contractual remedies, and the other
8 one is the provisions of the South Carolina Tort Claims
9 Act. So what that means is, to the extent that this
10 fiduciary duty claim and the conversion claim, to the
11 extent those are based on these alleged trade secrets, that
12 those claims are preempted by the Trade Secrets Act. So
13 for these reasons, your Honor, we would ask that you also
14 enter a directed verdict as to count two on the fiduciary
15 duty.

16 THE COURT: All right.

17 MR. LEBLANC: Several times I heard references to
18 authority that purportedly states, "There can be no in --
19 there can be no fiduciary duty in an independent contractor
20 relationship." Those cases don't say that, none of them
21 say that. And they can't say that. Think about it, when I
22 go to get my car serviced, I give a mechanic the keys to my
23 car. He has a fiduciary duty that he isn't going to go
24 driving the car around, sporting it around town, he's -- he
25 has my keys to service my car. If he does something

1 besides servicing my car, he has breached a fiduciary duty.
2 So there is no umbrella law that if you're an independent
3 contractor, you cannot have a fiduciary duty. The law is,
4 it depends on the circumstances. In all the cases cited,
5 they found that in those circumstances the person charged
6 with the fiduciary duty was an independent contractor and
7 had not developed a relationship with the other party to
8 establish a fiduciary duty. We don't believe that exists
9 in this case. Those facts don't exist in this case and
10 here's why. From 2009 to 2013 Brian Bannon was an
11 employee, not contested, of Forum Benefits. He was given
12 login credentials, equipment and assets of the Company to
13 use as an employee. That shows some level of trust in
14 relationship. From 2013 to 2016 Mr. Bannon was an
15 independent contractor, that does not mean any fiduciary
16 duty he had or he could not have any fiduciary duty. To
17 the contrary, Mr. Bannon's activities, actions indicate
18 that he knew he was doing something wrong. He knew that by
19 downloading documents and passing along login credentials,
20 he was doing something wrong. Mr. Bannon knew that if Mr.
21 Stritt or Forum Benefits, you know, an account manager or
22 somebody there got wind of what he was doing, he knew he
23 would be in trouble. If he -- if he didn't have a
24 contract, he shouldn't have been afraid of a breach of
25 contract, but he's gonna be afraid of a breach of a

1 fiduciary duty. Now, obviously, a layperson might not
2 express it in those terms, but that's how the law expresses
3 it. I want to touch on what he -- what Counsel touched on
4 with the Trade Secret Act, suggesting that -- a couple of
5 things. One, there are numerous references to employees in
6 the Trade Secret Act, there are not. That word "employees"
7 used exactly three times in one section, 39-8-30. And that
8 section just says, "An employee has trade secret
9 obligations, even if the employee has a contract that
10 doesn't say anything about it." So that section of the
11 Trade Secret Act actually adds obligations on employees
12 saying, "Hey, you can't say you didn't have any obligations
13 to protect trade secrets simply because you had an
14 employment agreement, it's not your get out of jail free
15 card." The rest of the South Carolina Trade Secret Act,
16 contrary to what was stated, does not discuss independent
17 contractors at all. That word is not there. Instead the
18 South Carolina Trade Secret Act, which closely tracks the
19 defense of Trade Secret Act, the federal flavor of this
20 law, says, "It is -- it is actionable if somebody
21 misappropriates a trade secret by improper means." And it
22 doesn't matter who does it. If -- if you're an employee
23 and you -- and you have an employment agreement and -- and
24 you violate a trade secret, you -- you misappropriate a
25 trade secret by improper means, you have violated the Trade

1 Secret Act. If you're a competitor and you misappropriate
2 a trade secret by improper means, you violated the Trade
3 Secret Act.

4 THE COURT: We're about to get to that one, aren't we?

5 MR. LEBLANC: Yes.

6 THE COURT: All right. Well, let's wait for that
7 argument for that one. Is that the balance of your
8 argument as to the fiduciary duty?

9 MR. LEBLANC: It is, but the fiduciary duty is tied to
10 the Trade Secret Act because it is a -- when you talk about
11 improper means, if somebody breached a duty and the Trade
12 Secret Act defines that, an improper means is a breach of a
13 duty, that can be one example of an improper means to
14 access a trade secret.

15 THE COURT: All right, thank you, sir.

16 MR. LEBLANC: Yes, sir.

17 MR. LEHRER: Judge, moving onto the trade secrets
18 claim -- and, to be honest, I'm not even sure where to
19 start with this one. I mean this is probably the weakest
20 showing I've ever seen of a trade secrets claim. So,
21 number one, it's pretty clear from the testimony that Forum
22 does not own the information. All the information comes
23 from the carrier or from clients, and you didn't have to
24 take our client's word for that. Mr. Labin from Blue
25 Cross/Blue Shield got up there and said information

1 pertaining to clients belongs to the clients, they can do
2 with it what they will. Then the clients came over and
3 discussed how it's their information and they authorized
4 Mr. Bannon to use it. Even what they -- they attempted to
5 put in the record, I'm kind of stupefied by this. So what
6 they put in the record were the results of the forensic
7 report, which were just filings, the files that Mr. Bannon
8 accessed. What they have to do is actually bring in the
9 documents and prove to the Court and prove to the Jury here
10 is the exact document. Here's the information and if it's
11 a trade secret, here's the measures we took to protect it.
12 They showed us LNKS, we don't know what's in any of those
13 documents. Mr. Stritt just kind of just got up there and
14 just testified, "Oh, you know, that's -- that -- that's a
15 renewal document." Great, show it to us, put it before the
16 Jury. You've got to prove when you have a trade secrets
17 claim, and they don't seem to realize this, when you have a
18 trade secrets claim, one of the risks you run is that you
19 have to put that into evidence in the case. That is black
20 letter law. And what you typically do is, you ask for the
21 courtroom to be sealed, and you take procedures and
22 mechanisms to protect the information from being disclosed
23 outside of this courtroom, and they didn't do any of that.
24 What they did instead is, they came in and they just
25 testified as to LNKS and what the documents may look like

1 in the system. That is nowhere close to proving a trade
2 secret claim, Your Honor.

3 They didn't show improper means. I'm gonna go through
4 the statute in a second. Mr. Bannon had complete authority
5 to access the information. He had his client's permission,
6 he was the agent-of-record. There were literally no
7 measures taken to protect the information. They had no
8 contract with Mr. Bannon. They had no policy at all. Mr.
9 Bannon had unfettered access to the system, except for --
10 and this was kind of key testimony, and we heard from
11 Laurie Winston, who told us about in SharePoint you, in
12 fact, could create folders with a heightened level of
13 security. You could, in fact, get into SharePoint and put
14 an extra password so that people could not access super
15 sensitive information. None of that was done with respect
16 to Mr. Bannon. And when he transferred from being an
17 employee to an independent contractor, they didn't ask him
18 to execute anything to protect this alleged super-secret
19 information that no competitor should have. Instead of --
20 let's -- let's assume that they had some super-secret
21 information, they didn't show it was used, they didn't show
22 it was transferred to AssuredPartners, they didn't show the
23 value of the information, they did absolutely nothing to
24 prove that this information was taken and used. On top of
25 that, even if Mr. Bannon had executed the agreement that

1 they claim he had, his confidentiality obligations, again,
2 ended two years after he ceased being an employee, which
3 would have been May 2015. At that point, under their
4 agreement that they're trying to put into evidence, his
5 confidentiality obligations expire, he can do whatever he
6 wants, even if that's true. With respect to
7 AssuredPartners, there is no evidence that AssuredPartners
8 had any access, ever saw, ever used any of the information
9 in SharePoint. AssuredPartners had access to the Employee
10 Navigator System at the consent of the three clients who
11 authorized Mr. Bannon and AssuredPartners to use their
12 login and password. And did you hear what they said on
13 cross-examination? This -- this was remarkable what Ms.
14 Winston said. She, basically, said that all of the
15 information could be recreated because you can get it
16 either from -- from the client or from the carrier, and
17 then you can do your buildout however you want to; but the
18 benefit to getting it directly from Employee Navigator,
19 yeah, you -- you -- you just -- you -- you just had to type
20 it in yourself. What -- what they are claiming is a trade
21 secret is -- is, literally, word processing. They're
22 claiming that the act of inputting information into
23 Employee Navigator is a trade secret, and that is -- it's
24 just nowhere close to a trade secret, and that is just
25 plain fatal to Plaintiff's claims. There's no evidence

1 anywhere in the record that AssuredPartners encouraged Mr.
2 Bannon to take any of this information. There's no
3 evidence that AssuredPartners even knew that he had
4 accessed any -- any information with respect to SharePoint.
5 Turning to the tabs, Your Honor, this is tab 3A, the
6 improper means. So just right off the bat, and this is
7 South Carolina Code Section 39-8-20. "Improper means, it
8 includes theft," no, "bribery," no, "misrepresentation,"
9 no, breach or inducement of a breach of a duty to maintain
10 secrecy, and no showing of any duty, duties imposed by the
11 common law," no, "statute," no, contract," we argue there's
12 no contract; but even if there was, it's expired,
13 "license," no, "protective order," no, "or other Court or
14 administrative order, or through espionage through
15 electronic or other means." Now, let's -- let's talk about
16 espionage through electronic or any other means. At the
17 time that Mr. Bannon accessed the information, one, he had
18 legitimate access to it, two, the clients wanted him to
19 have the information, and, three, they authorized him to
20 use the information on their behalf, and four, I maybe got
21 three or four, it is not Forum's information, it is the
22 client's information. Thus, none of these are satisfied.
23 Again, there's also no evidence that AssuredPartners ever
24 had access to the SharePoint information. With respect to
25 the SharePoint information, if you look at Sections 2A, 2B

1 and 2C, 2A talks about acquisition, 2B talks about
2 acquisition, and 2C talks about disclosure. What all of
3 those definitions in the statute contemplate is possession,
4 and, specifically, with respect to AssuredPartners, there
5 is no evidence, with respect to the SharePoint system that
6 AssuredPartners was ever in possession of any information
7 from SharePoint, Your Honor. Turning over to B, and this
8 is the section that references the employee's obligation.
9 There is -- this is this Section 39-8-30 of the -- this --
10 the trade secret statute, and it talks about how every
11 employee, who is informed of or should reasonably have
12 known from the circumstances, that they've got a duty to
13 main the trade secret, but Bannon -- Mr. Bannon was not an
14 employee. So starting with the case law, Your Honor, at
15 tab C, this first case stands for the proposition. This is
16 a summary judgment case, where the summary judgment is
17 affirmed by the Fourth Circuit. And this case stands for
18 the proposition that the Plaintiff failed to take
19 reasonable measures to protect the trade secret, where it
20 did not have a confidentiality agreement. I'm going to
21 start over on page nine of this case. Up at the top right
22 of this case, it says, "A reasonable," did I cite the case,
23 Your Honor? I don't think I did. It's Hill Holliday
24 Connors Cosmopolos, which is C-O-S-M-O-P-U-L-O-S, versus
25 Greenfield, cited at 433 Federal Appendix 207, it's a

1 Fourth Circuit decision from 2011. Going back to page
2 nine, it says, "A reasonable finder of fact, however, could
3 not conclude that Greenfield took reasonable efforts to
4 maintain these secrets -- the secrecy of the How Sweet the
5 Sound marketing scheme, the second criterion for protection
6 under -- under the act." And it goes down below, starting
7 with individuals, it says, "Individuals entitled to a trade
8 secret and desiring to have its exclusive use in their own
9 business are barred from lightly or voluntarily hazarding
10 its leakage or escape. Revealing a trade secret to others
11 is consequently fatal to its protected status unless --
12 unless -- unless one exercises eternal vigilance. The
13 exercise of eternal vigilance imposes a heavy burden on the
14 owner of a trade secret, as it calls for constant warnings
15 to all persons to whom the trade secret has become known,
16 and obtaining from each an agreement, preferably in
17 writing, acknowledging its secrecy and promising to respect
18 it." So I think aside the fact that Mr. Bannon didn't have
19 an agreement, or even if he did, the obligations expired.
20 On the Employee Navigator, the undisputed evidence was that
21 the clients have full access to the information on Employee
22 Navigator, and they have no agreement with Forum, whereby,
23 they have to maintain that information in confidence. So
24 they were free to share any of that information with Mr.
25 Bannon unrestricted, because they have no agreement, and

1 Forum did nothing to protect that information with respect
2 to their clients. And this case, Your Honor, it goes on
3 and -- and affirms summary judgment. Interestingly, in
4 this case, and, again, and this -- and this case is
5 different than the case that we have before the Court, it's
6 on the right-hand column. It says, "Although Greenfield
7 unilaterally placed confidentiality notices on some of its
8 materials, these notations are not sufficient to create a
9 genuine issue of material fact as to the reasonableness of
10 its conduct." You heard from Mr. Stritt that he never had
11 a conversation with Mr. Bannon as to what was or was not
12 confidential, what was or was not trade secret, so -- so he
13 didn't come anywhere close to even what this Plaintiff did
14 in this case. This Plaintiff at least marked the
15 information as confidential. Forum did absolutely nothing.
16 They did nothing to identify what was confidential or a
17 trade secret. And then it says, the next sentence says,
18 "But South Carolina is clear -- clear, that warnings alone
19 are insufficient to place a trade secret within this sphere
20 of protection provided by the Act. "A trade secret owner,
21 who knowingly discloses proprietary information to others,
22 must also obtain from each an agreement, acknowledging its
23 secrecy, and promising to respect it." Greenfield points
24 to nothing in the record suggesting he obtained a
25 confidentiality agreement from the multiple entities, to

1 whom he presented the How Sweet the Sound concept. So --
2 and -- and they go on, Your Honor, to -- to award summary
3 judgment in this case.

4 The next case at tab D, and this actually isn't a
5 case, tab D came into evidence as on the of the Defendant's
6 exhibits. You heard Mr. Stritt get on the stand and
7 testify that he believed the identity of the Forum clients
8 was confidential and trade secret, and lo and behold, they
9 actually filed it with their complaint. And as you've
10 heard, some of the testimony from Mr. Bannon, with respect
11 to companies that have, I believe, 100 employees or more
12 was the testimony, you can go out and search on the
13 Internet, there's certain filings they've got to make, and
14 you can find out a lot of information about their current
15 insurance coverage. So, one, their clients aren't a
16 secret, because they put it right in the public record,
17 and, two, with respect to clients that have more than 100
18 employees, a lot of information can be discovered about
19 those folks with respect to their current insurance plans.

20 Case tab E, Your Honor, is the Atwood Agency versus
21 Black case, it's a Supreme Court of South Carolina case,
22 cited at 646 S.E.2d 882, and this case reverses a temporary
23 injunction. And what it basically says is, "Information
24 available from public sources cannot be a trade secret."
25 Operative language is over on page three of four. I'm

1 gonna start on the bottom left page, it says, "Here the
2 information that is the subject of the temporary injunction
3 is readily ascertainable from other sources, and,
4 therefore, does not qualify for protection under Section
5 39-8-25. And that's really what you heard a lot of in this
6 case, Your Honor, all of this information, whether it's
7 Employee Navigator, whether it was the SharePoint
8 information. One, it all belongs to the client, but, two,
9 if you want to get the information, all you have to do is
10 either go to the client or go to the insurance carrier. So
11 all of these things that they're -- they're claiming are
12 such a trade secret are absolutely not that. They can all
13 be obtained from third party sources, and that's what the
14 testimony was.

15 Let's see here, oh, tab F, and -- and -- and there's a
16 lot of weaknesses in the Plaintiff's case, but this may be
17 the biggest one, Your Honor. Wilson versus Gandis, G-A-N-
18 D-I-S, Supreme Court of South Carolina case from 2020, it's
19 cited at 844 S.E.2d 631, and what this says is the damages
20 must be proximately caused by the misappropriation. So
21 what they need to show, and this is what they never did, at
22 any point in the case, they've -- they've never done this.
23 Let's assume that everything that Forum alleges is correct,
24 and that this information is trade secret information, and
25 that Mr. Bannon downloaded that information, let's assume

1 he used it, which, by the way, there's no evidence that he
2 used the information, but let's assume he used it, they
3 still have to show a causal connection between the loss of
4 the clients and the loss of the revenue and the use of the
5 information. They didn't call a single customer. They
6 didn't have testimony from anybody who came in and said,
7 "You know, I would never have switched from Forum Benefits
8 to AssuredPartners but for Mr. Bannon's use of that trade
9 secret information." And, in fact, the only thing we've
10 heard from Mr. Bannon is, that the people moved because of
11 their relationship with him. That is a fatal flaw in the
12 Plaintiff's argument. They had to draw a linear connection
13 directly from the use of the trade secrets to the actual
14 damages suffered, and they didn't do that at all. At no
15 point did they present any testimony showing that causal
16 link, and that's what this case discusses. Here we go, and
17 I'm just gonna read from the footnote, Your Honor, here
18 down on the bottom. And this is footnote 7 on page 17 of
19 18, it says, "The owner must also prove its damages were
20 approximately caused by misappropriation. The Trial Court
21 concluded CCC had proven neither of these elements." In
22 this case, the -- the Court upholds the dismissal of the
23 trade secrets claim, and that just was not done in this
24 case at all, Your Honor. The next case, this is Future
25 Plastics, Inc., versus Ware Shoals Plastics, Inc., cited at

1 340 Federal Supplement 1376. It is a Federal District
2 Court case from South Carolina. And this is a case where
3 the Court actually dismisses the complaint because it found
4 that the alleged trade secret owner did not take
5 appropriate measures to protect the trade secret; and this,
6 again, it talks about -- and this is over on page six of
7 the case, the owner's got to, you know, exercise eternal
8 Vigil -- vigilance, you've got to give constant warnings to
9 all persons. If you hand out your trade secret to someone
10 else without doing that, it loses its trade secret statute.
11 Then over here on page seven, it says, "There is no
12 exception which allows permissive, competitive use, except
13 under pledge of secrecy and no such pledge was obtained
14 from Murray. Impact or the employees who left Future, at
15 that time, there has been no showing that Future and Impact
16 may have intended to preserve secrecy just among
17 themselves, while operating in -- in competition. And then
18 it says, "The relationship of employer/employee is not by
19 itself sufficient to create a confidential relationship.
20 There must be an expressed understanding as to the
21 confidential nature of the information, or the
22 circumstances must be such that the employee is aware of
23 the confidence placed in him or her. The circumstances of
24 Massey's employment were not sufficient to make him aware
25 of any special confidence proposed to him." And,

1 therefore, it goes on, it just dismisses the complaint,
2 Your Honor. So for -- for a whole host of reasons, in --
3 in our view, they've missed the boat entirely on the trade
4 secret claim. They haven't put the trade secret into
5 evidence, they haven't taken actions to protect the trade
6 secret, and they haven't shown the causal link between the
7 alleged misappropriation and the damages suffered, Your
8 Honor.

9 THE COURT: All right, thank you.

10 MR. LEBLANC: I was trying to write as fast as I could
11 to keep up with the things, Your Honor, if I missed one,
12 feel free to ask. First issue, we only put into evidence
13 file names, we did not put into evidence the actual trade
14 secrets. Now, that's true and false. We put into evidence
15 the file names, that's what Mr. Scholz put in Exhibit 77,
16 the big exhibit, that is a printout of the Palmetto Benefit
17 Management files, the files in the Palmetto Benefit
18 Management folder. And the various witnesses have
19 testified that the Excel spreadsheets include trade secrets
20 in the -- I forget the term, but Mr. Stritt testified, too,
21 that collection of all data, that file's on there, that
22 includes trade secrets. So they're -- they're accurate
23 that we did not actually show the trade secrets at trial.
24 They're inaccurate that we produced testimony of what the
25 trade secrets are. Now, we did not actually show the trade

1 secrets at trial, because we don't have to. Contrary to
2 his representation, South Carolina Code Section 39-8-60, to
3 make sense it says, "Preservation of secrecy during
4 discovery proceedings of civil actions, substantial need
5 define." And the statute says, "In any civil action where
6 discovery is sought of ins -- information designated by its
7 holder as a trade secret, by ordering discovery, a Court
8 shall first determine where there is a -- whether there is
9 a substantial need by the party seeking discovery for the
10 information. So this is in the Trade Secret Act, it says
11 you -- you can't file a lawsuit that involves trade
12 secrets, and then think you're gonna get discovery of the
13 trade secrets, that's circular. A Plaintiff doesn't have
14 to file a lawsuit of the trade se -- by theft of a trade
15 secret, and then reveal the trade secrets in the lawsuit;
16 that -- that would defeat the whole purpose, and the
17 statute says you don't have to show the trade secrets, it's
18 not discoverable. Now, it's discoverable in a patent case
19 where we need to know the trade secret to see if there's
20 patent infringement. That's -- that's an issue in case.
21 That's like having a -- a plaintiff has -- has to disclose
22 their medical records in a personal injury case, that's --
23 that's an issue. So in those cases it might have to be
24 disclosed, but in a misappropriation of trade secret case,
25 you absolutely do not have to share your trade secret.

1 Now, the Exhibit C that has our client list, that --
2 he testified that that was a trade secret, but it's out,
3 and, you know, you've got it, and it's just -- we're not
4 making any claim for damages that you've got our client
5 list; but that is a trade -- that is a protectable trade
6 secret, it's no longer protectable as a trade secret, I
7 agree with that, that client list, but we've not pursued
8 claims related to the client list. There -- there are
9 perspective client lists on those tabs that I'll be talking
10 about, if -- if the case is not dismissed for sure, but we
11 have put in evidence for that. Now, the next topic was we
12 didn't take measures to protect the trade secrets, or
13 adequate measures to protect the trade secrets, and not
14 only did we take measures to protect the trade secrets, but
15 when Mack Ward and Ben Taylor left three -- six months
16 earlier, they demonstrated that the measures we had taken
17 to protect our trade secrets worked. Our measures are
18 login credentials. Producers don't have login credentials.
19 Mack Ward, Ben Taylor, when they left, they did not have
20 login credentials to access any of that stuff, so it's --
21 the couldn't get into our trade secrets, and when we
22 learned that people were leaving, we turned off client
23 access to our trade secrets, that's for the Employee
24 Navigator side. So not only do we have measures in place,
25 but they were proven effective. It -- it -- it's -- it's

1 not an argument to say we did not adequately protect our
2 trade secrets because Brian Bannon or Mack Ward figured out
3 a way around it. We put in contemporaneous email
4 communications between Mack Ward and AssuredPartners,
5 BeneSolv, Jim Brady, saying, "Here are the login
6 credentials, hurry up and download this stuff before Forum
7 finds out what we're doing and they'll turn off access."
8 So the login credentials worked against Mack Ward and Ben
9 Taylor, and the fact that they -- they knew enough about
10 the system to get around it doesn't mean that the measures
11 were ineffective or inadequate.

12 I think I -- I picked up on one of the arguments that
13 the trade secrets have no value, or it's the client data.
14 Well, neither of those arguments are true, and you know it
15 by the contemporaneous email communications, "Hurry up and
16 get this data before they turn off access." Brian Bannon,
17 or, you know, I -- I think the testimony is undisputed that
18 he became an employee of AssuredPartners October 15th, and
19 he downloaded all the trade secrets related to Employee
20 Navigator that they got over the next month. You know,
21 October 27th to November 11th, I think is when Jim Brady
22 said, "I've got it, I've downloaded everything, I've taken
23 screenshots or I'll take screenshots." That shows their
24 urgency of doing that, that shows that they needed to get
25 the trade secrets from us. And -- and the reason I say it

1 shows the value in the trade secrets is because Jim Brady
2 had testified that, "I could have built this stuff out in a
3 -- in a day, or a couple of days, depending on the size of
4 the client." Well, if you could have done that by getting
5 the client information from the client, or getting the plan
6 information from the carrier, so if you could have built
7 out Employee Navigator in a day, or two, or a week, or
8 three weeks, or four weeks, then they had four weeks to
9 build out Employee Navigator. They would not have
10 downloaded our stuff. If it -- if our stuff in Employee
11 Navigator did not have value, then they would not have been
12 getting it -- trying to get it -- getting it at break-neck
13 speed, and part of that argument is, it's the client data.
14 You know, respectfully, Bobby Labin is a great guy, the
15 employer information is there, that's theirs. When
16 somebody culls the information and organizes it and
17 compiles it, that's the language in the Trade Secret Act.
18 I'll refer the Court -- Court to 39-8-20, Subparagraph 5A.
19 "Trade secret means information, including, but not limited
20 to a formula," as testimony that SharePoint, the renewal
21 spreadsheets, had formula in them, "and then compilation."
22 So when a company says I'm gonna make a compilation of
23 data, that's a database. The -- the -- in doing that, you
24 -- you necess -- in -- in hindsight it sounds like nothing,
25 but somebody had to decide, "I want the database to have

1 these things in it," then somebody else had to say, "Well
2 go get those things." That's what I think the testimony
3 was for the last few days, that there was substantial
4 effort that goes into collecting the employee data and
5 putting it in the -- in the spreadsheet -- in the Employee
6 Navigator account. The same section Subparagraph B says, "A
7 trade secret may consist of a simple fact, item, procedure,
8 series or sequence of items," that's the employee census
9 information, it's a sequence of items, "or procedures,
10 which although individually could be perceived as
11 relatively minor or simple," you know, it's just our
12 employee data, "collectively can make a substantial
13 difference in the efficiency of a process of the production
14 of a product, or may be the basis of a marketing or
15 commercial strategy." The evidence is that Brian Bannon
16 had eight clients that used Employee Navigator. All three
17 of those clients that provided login credentials
18 transferred. That shows the value of that information.
19 All five of the clients that did not provide login
20 credentials did not transfer. I think that also addresses
21 the causation argument that was made. There's no causal
22 connection. Again, Lauri Winston provided that testimony
23 about if they had Employee Navigator and shared the login
24 credentials, we lost them, if they didn't, they stayed.
25 That -- that shows you the value of Employee Navigator

1 access.

2 E, you know, I respect counsel's argument, but I -- my
3 notes are, AssuredPartners did not encourage Brian Bannon
4 to do anything. Well, you can't reach that conclusion in
5 the emails that say, "Here are the login credentials," and
6 then Jim Brady says, "Those don't work, give me the correct
7 one. I tried them, I cut and pasted them, they didn't
8 work." So he comes back with the corrected one, and then
9 Jim Brady says, "I can only build two of those things, I
10 can't build the third one." And -- and Jim Brady is saying
11 in that email, "If I don't get the login credentials, I
12 can't build it out," that's what that email says. So there
13 might be an argument that they make, "That we could have
14 done it ourselves." His own words say, "Since I didn't
15 have the login credentials for Alpha Genesis," that's the
16 particular client, "I can't build out a system." Now, that
17 refers to the employee census information. The other part
18 of the equation in Employee Navigator is the carrier
19 information. And here's why they couldn't build that out
20 unless they used Employee Navigator. They might have been
21 able to get the employer information from the employer. If
22 they did get it from the employer, that's not a
23 misappropriation, that is absolutely fine; however, that's
24 not a defense to trade secret misappropriation. You can't
25 say, "Gee, I didn't steal the recipe for Coke, I just went

1 to Publix and bought all the ingredients, therefore,
2 they're publicly available; therefore, if I do steal the
3 recipe for Coke, it was publicly available." That's their
4 argument is, we could have got it from the employer, and --
5 and that would not be a misappropriation, but getting it
6 from Employee Navigator through login credentials, that is
7 a misappropriation. The Trade Secret Act is not like the
8 attorney-client privilege. The attorney-client privilege,
9 if you -- if you -- if you breach it, the balloon pops, you
10 have no privilege. The Trade Secret Act is not that. It
11 is do you have something of value, and have you taken
12 adequate measures to protect it, and we believe the login
13 credentials show that not only were they effective for Mack
14 Ward and Ben Taylor when they left, but they were effective
15 against the other five clients of Brian Bannon that did not
16 pass along the login credentials, therefore, they didn't
17 switch.

18 I -- I already talked about tab C in the complaint.
19 We're not seeking any claim based on the client list. The
20 -- excuse me, the employment agreement, they've -- they're
21 respectfully pointing the Court to paragraph 12G, which
22 says, "Confidentiality obligations only last two years."
23 We pointed the Court's attention during testimony to 12F,
24 that says, "Your obligations under the Trade Secret Act
25 last forever." Another argument and I -- and I don't mean

1 to repeat myself, but I -- I wrote it down, it sounds like
2 an earlier argument. They could have just gone to the
3 client to get the information, they could have just gone to
4 the carrier. Again, if they went to the client to get the
5 information, that's not a misappropriation of trade secret.
6 When they come to -- when they get into our thing and take
7 it, that's a misappropriation. And they can't get it from
8 the carrier because if they went to the carrier to get it,
9 the carrier's going to notify us that there's a new agent-
10 of-record letter, and that's, you know, it's a subtle
11 point, but that's why these agent-of-record letters were
12 signed in October and held, and all delivered at one time,
13 because, if they dropped any of these agent-of-record
14 letters, the cat's out of the bag, and we turn off access.
15 I think I talked on -- tapped on everything, but if I miss
16 one --

17 THE COURT: All right, thank you very much. Ms.
18 Cathy, do you need a break?

19 COURT REPORTER: I'm good. Thank you.

20 THE COURT: She said she's good.

21 MR. CARLSTEDT: Oh, she's good, okay.

22 Your Honor, the next tab is the conversion count, and
23 they cannot satisfy the basic elements of conversion. They
24 cannot show that the Defendants exercised rights over the
25 information to the exclusion of Plaintiff's rights, which

1 is what's required. And these intangible rights, which is
2 what they're asserting over the information are not the
3 proper subject of a conversion claim. So if you turn to
4 tab 4A, the first case affirms the summary judgment on a
5 conversion claim, and it talks about the elements of a
6 conversion claim; and it's also going to talk about the
7 fact that intangible rights are not the proper subject of a
8 conversion claim. This first case is -- and I'm just gonna
9 spell this one, because this one's terrible, G-I-G-N-I-L-L-
10 I-A-T versus the same thing, again, Savitz, S-A-V-I-T-Z,
11 and Bettis. It's cited at 684 S.E.2d 756, it's a 2009 case
12 from the Supreme Court of South Carolina. And the language
13 I'll start with is over on page seven, Your Honor. And
14 page seven, right-hand side highlighted text says, "This
15 Court has defined conversion as the unauthorized assumption
16 in the exercise of the right of ownership over goods or
17 personal chattels belonging to another to the exclusion of
18 the owner's rights." So it's -- conversion claims,
19 historically, Your Honor, is I would go and steal some item
20 of personal property to you, like your car, you know,
21 watch, whatever else, that -- that's a conversion claim,
22 because I'm taking it from you and you no longer have any
23 possession of it, to the exclusion of your rights. Here
24 what they are complaining about is not Mr. Bannon taking it
25 to their exclusion, but making copies of it. It was never

1 taken to the Plaintiff's exclusion, and as a result of
2 that, they can't satisfy the most basic element of a
3 conversion claim, and that's probably why claims for theft
4 of intangible rights are not appropriate subjects for a
5 conversion claim. So if you flip over to the next page,
6 Your Honor, this same case, page eight, it says, "Our
7 Courts have previously held that intangible rights are
8 normally not the proper subject for a conversion claim."
9 And then it talks about this Hawkins case, it says, "The
10 Court of Appeals observed that an action for conversion
11 ordinarily lies only for personal property, which is
12 tangible, or which is represented by or connected with
13 something that is tangible." And down below it says, "We
14 are reluctant to expand the tort of conversion, as it
15 relates to intangible property, and conclude that it should
16 be limited to intan -- limited to intangible property
17 rights that are identified with some document. In the
18 current appeal, the alleged property right," and this is
19 Gignilliat's, "sought to enforce was intangible, and there
20 was no documentation evidencing this right; thus, it is not
21 properly subject to a claim for conversion, and we hold the
22 Circuit Court properly granted summary judgment to GSB on
23 Plaintiff's claim for conversion." So then we flip over to
24 tab D, Your Honor, and this case is directly applicable to
25 the case at bar. This case is the Dickerson versus TLC

1 Lasik Center's case cited at 2011 Westlaw 382443, District
2 Court of South Carolina case, and this is a motion to
3 dismiss, granting the motion to dismiss. And what the
4 Court says is that medical records, like we have at issue
5 here, are intangible property and not the proper subject of
6 a conversion claim. So if you flip over to page eight of
7 this opinion, and this is -- this is a -- a pretty critical
8 case, because that -- that's what they've been complaining
9 about this whole time, that there's, you know, medical
10 information, and there's HIPAA, and there are buildouts,
11 and blah, blah, blah, but it says over on page eight, left-
12 hand side, "The South Carolina Supreme Court has expressed
13 reluctance to expand the tort of conversion as it relates
14 to intangible property and concluded that it should be
15 limited to intangible property rights that are identified
16 with some document. Claims for the conversion of medical
17 records have been treated similarly in other
18 jurisdictions." And it cites cases finding that a property
19 interest in medical information is an intangible right that
20 is not customarily merged in, or identified with some
21 document, and, therefore, cannot be the subject of a
22 conversion claim." There's a case down below from New York
23 that holds the same thing, holding the information obtained
24 from medical records was intangible, and, therefore, could
25 not be the subject of a conversion claim." So this Court

1 says that given that conversion of plaintiff's medical
2 information is not a legal -- legally cognizable action
3 under South Carolina law in that plaintiff has failed to
4 demonstrate any concrete, quantifiable injury to his
5 business or property, plaintiff does not have standing to
6 pursue his RICO claim, even under the well-pleaded facts of
7 the amended complaint. One -- one thing I also want to
8 point out here, Your Honor, this medical information issue.
9 If, in fact, Mr. Bannon took this medical information that
10 they're claiming there's some HIPAA violation, there's no
11 private right of action under HIPAA. That is something
12 you've got to report to an agency, and then the agency
13 investigates and prosecutes it. That is not something that
14 Forum would have any right to try to enforce. And on top
15 of that, you know, the -- the way you know that there was
16 no medical records taken in this case is because Forum had
17 an affirmative obligation if it believed these medical
18 records were taken to notify Blue Cross/Blue Shield under
19 the business associate agreement of this misappropriation,
20 and guess what Forum never did? Guess what we heard from
21 Mr. Labin, they never notified Blue Cross/Blue Shield at
22 all about some alleged violation of the business associate
23 -- business associate agreement, or any misuse of protected
24 health information.

25 The next case, Your Honor, I cite for the same

1 proposition is at tab C, and this is actually the -- the
2 appeal case to the one we just discussed, so this is in the
3 Fourth Circuit, same -- same parties, Dickerson versus TLC,
4 the Laser Eye Center Institute, cited at 493 Federal
5 Appendix 390. This affirms the Trial Court's decision, and
6 this case holds that medical records are not the proper
7 subject of a conversion claim under South Carolina law.
8 There's a whole discussion of it over on page four that
9 I've highlighted, I'm not gonna run through all that again,
10 Your Honor, and save us a little time. And then the final
11 case that I've got in here on this subject, Your Honor, is
12 at tab D, and this is another one, it grants summary
13 judgment on a conversion claim, this is Hill Holliday
14 Connors Cosmopulos versus Greenfield, cited at 2010 Westlaw
15 11530830, 2010 decision from the District Court of South --
16 South Carolina. This one over on page six, again, says,
17 "That intangible property is not the proper subject of a
18 conversion claim." And it finds that the defendant was
19 entitled to summary judgment in this case, Your Honor. So
20 the information at issue here is intangible property, it
21 should be -- the claim for conversion should be dismissed,
22 and the information was not taken to the exclusion of
23 plaintiff.

24 MR. LEBLANC: I understand, but just so the argument
25 is that intangible property is not protected by a trade

1 secret, I can't respond to that any better than I did in
2 the fourth motion for summary judgment, it's page 25.
3 That's the legal authority, it says -- and -- and I'm
4 paraphrasing right now, but intangible, personal property
5 absolutely can be protected by a trade secret, especially
6 if it's associated with a document, which, you know, the
7 way of the law is, it's always evolving; and when we talk
8 about documents, that includes things that are in
9 computers. So one of the issues that's come up in this
10 case is the production of certain documents. Well, when
11 they're in the air, the -- the Cloud, those are nonetheless
12 documents. They're not paper, they don't have ink on them,
13 but they are documents. So I can't -- again, I don't want
14 to waste the Court's time, I can't say it any better than I
15 did in the response to the fourth motion for summary
16 judgment around pages 25 through 27. The -- the brief
17 comment about we had an obligation to report it to Blue
18 Cross/Blue Shield, Bobby Labin testified that he knew about
19 this situation on November 15th, so that is the reporting
20 requirement is met. They knew about it, if they wanted to
21 take action, they can. They want to sit on the sidelines
22 and see how this comes out.

23 THE COURT: All right.

24 MR. CARLSTEDT: Judge, the -- the last claim is the
25 tortious interference claim and then the damages.

1 MR. LEBLANC: I'll withdraw -- we'll withdraw tortious
2 interference.

3 THE COURT: All right. Damages?

4 MR. CARLSTEDT: Okay.

5 THE COURT: Do you want to do it now?

6 MR. CARLSTEDT: Yes, Your Honor, I'll try to breeze
7 through as quickly as possible. First of all, Your Honor,
8 the -- the first thing I want to address is, in the
9 complaint there is a claim for punitive damages. There was
10 no net worth testimony put on, so we think that should be
11 struck, that should not be submitted to the Jury at all.
12 There's nothing for them to consider in regard to punitive
13 damages, so that's number one.

14 With respect to damages generally, there are numerous
15 issues with the damages. First, one of the first things I
16 want to discuss is, as I discussed earlier, there's been no
17 causal link provided to the Jury between the clients
18 leaving and the information allegedly misappropriated, and
19 that is absolutely critical. The failure to do that is
20 fatal to their claims. They cannot proceed on damages
21 without showing the link between the damages caused and the
22 misappropriation that's alleged in this case. And that --
23 that's discussed, Your Honor, I'm going to move onto tab 6B
24 in my materials. And this case stamped the proposition the
25 Plaintiff must show proximate causation between the

1 information misappropriation and the damages suffered, and
2 I -- I cited the same proposition in -- in a previous case,
3 as well, Your Honor, that we discussed. This case affirms
4 a summary judgment. The only testimony in the record so
5 far on this is, Mr. Bannon's testimony that the clients
6 went with him because of the relationship and not because
7 of any information, which is, you know, is entirely
8 consistent with what you hear about this industry, which
9 this is a relationship industry. No one went with him
10 because of the information. So in this case, Your Honor,
11 if you turn to page five of six, I'm gonna start on the
12 left-hand column. It says, "In our analysis here we will
13 assume, without deciding, that Mortgage Group, Inc.'s
14 information constituted trade secrets in that Glen shared
15 some of those trade secrets with Stonegate. We conclude
16 nevertheless that the District Court properly granted
17 summary judgment to Stonegate, because Mortgage Group
18 failed to produce evidence that Glen's transfer of the
19 alleged trade secrets to Stonegate was a proximate cause
20 for Mortgage Group's loss of revenue in North Carolina."
21 And that is exactly -- and I mean exactly what we have in
22 this case. Even if you assumed everything they've claimed
23 is true, they have not shown that the alleged
24 misappropriation was a proximate cause. And there's a
25 discussion over here on the right-hand side, Your Honor.

1 It says, "We hold that WeissMalik's conclusions were
2 speculative and failed to support a finding of proximate
3 causation. Primarily, the report failed to support the
4 proposition that Mortgage Group's decline in sales in North
5 Carolina was related to the misappropriation of Mortgage
6 Group's customer information, rather than resulting from
7 Glenn's resignation, or from any other event. WeissMalik's
8 report simply set forth a correlation between the timing of
9 Glenn's resignation and the continued decline in Mortgage
10 Group's North Carolina sales without any evidence showing
11 that the misappropriation caused the decline." And that's
12 what they had to show. They had to have clients come in
13 here and testify that they moved over from Forum to
14 AssuredPartners because of the information that Mr. Bannon
15 misappropriated. Not a shred of that evidence was
16 presented. In this case, Your Honor, the Court goes on to
17 -- to hold summary judgment, and it talks about -- it even
18 talks about their report. So they actually put in more
19 evidence in this case. I don't know if I put the case site
20 in the record, but this is the 360 Mortgage Group, LLC,
21 versus Homepoint Finance Corporation, case. It's cited at
22 740 Federal Appendix 263. It's a Fourth Circuit case from
23 2018. And on this page six of six, it says, "Like his
24 first report, WeissMalik's," and that's W-E-I-S-S-M-A-L-I-
25 K, WeissMalik's second report is speculative, and fails to

1 support a finding of proximate causation. WeissMalik did
2 not provide any evidence in that report of a causal
3 connection between Stonegate's misappropriation of customer
4 information, and any profits gained by Stonegate. Mortgage
5 Group's counsel even admitted in oral argument that
6 Mortgage Group failed to proffer any evidence that Stone --
7 Stonegate's revenue increased due to the misappropriation.
8 And over there on the right the Court affirms the summary
9 judgment, and it says -- it says, "We hold that Mortgage
10 Group has not supplied the necessary fact specific evidence
11 establishing a causal reconnection between the alleged
12 misappropriation and any damages sustained by Mortgage
13 Group." The same thing that we have here, your Honor.

14 Next case is this Charlottesville, this is at tab C,
15 this is the Charlottesville Music Center, Inc., versus
16 Magnepan, Inc., and Magnepan is M-A-G-N-E-P-A-N. It's
17 cited at 655 Fed 2nd 38, it's a Fourth Circuit decision
18 from 1981. And this case stands for the proposition that
19 the damages have to have a causal nexus to the alleged
20 tortious conduct. The operative language on this starts
21 over on page three of four. It says, "The record
22 adequately demonstrates that Music Center employees
23 disparaged Magnepan products. However, Magnepan did not
24 offer sufficient proof that the business decline of its
25 Virginia Beach retailer was caused by the tortious

1 misconduct. The only evidence introduced on causation was
2 the testimony of the defendant's President, that after the
3 Norfolk Music Center store was terminated, the commercial
4 disparagement began, and the Virginia Beach dealer
5 experienced a sales decrease. This testimony was
6 undermined by the unrebutted evidence that a number of
7 factors directly contributed to the sales decline,
8 including a general decline Magnepan sales nationwide,
9 financial difficulties at the Virginia Beach facility, and
10 competition from another Magnepan dealer in the Tidewater
11 area. Therefore, Magnepan failed to establish a -- a
12 sufficient direct causal connection between the decrease in
13 sales and the product disparagement." And then the Court
14 affirms -- the -- the lower Court's decision --

15 THE COURT: Okay.

16 MR. CARLSTEDT: -- and that's what we have here, Your
17 Honor. I mean they just -- they have not provided any
18 evidence of that direct causal link. They've tried to.
19 What they've tried to contend is that the three clients
20 that had their continued access to Employee Navigator moved
21 to AssuredPartners, and, therefore, they want to make this
22 leap that that means that it's because of the information,
23 they moved, and that is not -- they have no testimony from
24 customers to establish that. That is a pure circumstantial
25 speculation as to what the customers are thinking. Mr.

1 Bannan testified the customers moved with him because of
2 their relationship. And even -- even Mr. Stritt
3 acknowledged, they didn't even call the clients -- I'm
4 sorry, they had no evidence from the clients as to why the
5 clients moved, and they didn't put on any evidence as to
6 why the clients moved.

7 Let's see here, tab D, Your Honor, on the damages,
8 this is the South Carolina Finance Corporation verses
9 Westside Finance Corporation, Supreme Court of South
10 Carolina case from 1960. So -- so what they're entitled to
11 seek, Your Honor, is lost profits. What they put into the
12 record as their damages are like gross commission figures.
13 There was no accounting done for what the net figure would
14 be, and under the law they're supposed to put in evidence
15 of what the lost profits were, not just these gross
16 numbers. So if you turn over to page seven of ten of this
17 case, it says, "In profits that have been prevented or lost
18 as the natural consequence of a breach of contract are
19 recoverable as an item damages and action for such breach.
20 To warrant such recovery, loss of profits must be
21 established with reasonable certainty for recovery, cannot
22 be had for profits that are conjectural or speculative."
23 And it talks about over on the right-hand column, and it's
24 net profit after the additional expense incident by making
25 a collection of those loans, and before state or federal

1 income taxes would have amounted to, and then it talks
2 about the net profit amount. So here they -- they didn't
3 provide these net figures, they just provided the Jury and
4 the Court with the gross figure, which is not permissible.
5 They need to take into account the expenses they would have
6 incurred in servicing those clients, which they did not do.

7 Over on tab E, Your Honor, this Boyd versus Hyatt
8 South Carolina Appeals Court case, cited at 364 S.E.2d 478.
9 And this case stands for the proposition that where lost
10 profits are too speculative, the Plaintiff fails to meet
11 its burden, and over on the page five of five it says,
12 "Finally, Boyd claims the trial Judge erred in failing to
13 award damages to him for lost profits for his auto parts
14 business. The office manager testified to an approximate
15 loss of \$45 per day in profits, but he could produce no
16 records to support his testimony. And -- and that's
17 exactly what we had today, they didn't show up at trial
18 with any records to support the testimony. Mr. Stritt had
19 to get up there and do it from -- from memory. He put up
20 these gross figures that's improper. It says, "He did not
21 testify to the number of days the business lost these
22 profits. The record is lacking in probative evidence of a
23 causal connection between Hyatt's conduct and the alleged
24 lost profits. There is, therefore, evidence to support the
25 Trial Judge's finding that Boyd's claim for lost profits is

1 too speculative." Here, the same thing, Your Honor, these
2 are purely speculative figures, the number that have been
3 put in. There was really no basis entered into the record.
4 There was no -- no business records that were entered
5 showing the commission history from these clients, what
6 they paid in the past. It was, you know, just Mr. Stritt's
7 testimony, "Hey, I looked at my -- my files and my records,
8 and I think it was, you know, 20,000 for this client, 5,000
9 for that client, 7,000 for this client, you know, give me
10 some money." And that -- that's just not how damages work,
11 Your Honor. Thank you.

12 THE COURT: Thank you.

13 MR. LEBLANC: I'm not sure I understand the argument
14 about punitive damages. We -- if we dismiss the inter --
15 the tortious interference with contract, I believe that was
16 the only claim that possibly could have entailed punitive
17 damages. Now, that's distinguishing from the Trade Secret
18 Act, which definitely has in play enhanced damages. So for
19 enhanced damages there's no requirement to produce evidence
20 of net worth. The -- the argument about no causation, I
21 think I've talked about that several times about the
22 Employee Navigator, and here's another way to say it. If
23 what Mr. Bannon did with Employee Navigator and SharePoint,
24 if that was not helpful to con -- converting clients from
25 Forum Benefit to AssuredPartners, then why did he do it?

1 That shows the causation. But for him taking these
2 actions, those clients would not have left, and although we
3 didn't call Paula Gant, it was after case, her testimony is
4 -- is an example, and Christie Holderness, their testimony
5 is in -- as -- is an example of why you're not required to
6 go to each client and say, "Why'd you leave?" And let me
7 explain why it is not required. Paula Gant said, "Well, we
8 left because we really liked Brian Bannon, but we didn't
9 like the service that was being provided, so we left."
10 Well, Brian Bannon, if she didn't like the service, he was
11 the producer. All the testimony is, is that the producer
12 is supposed to handle those client issues. So it's that
13 kind of testimony, and she's a nice lady, but it -- it's,
14 obviously, self-interested testimony. If -- if she says,
15 "I like Brian Bannon because he great -- gave great
16 service, but I didn't like the company I was with, and I
17 don't really think of Forum Benefits or AssuredPartners,"
18 that's why you don't have to get client testimony of, "Yes,
19 I left because of the trade secret," that's just -- that's
20 not even practical. The argument about the damages can
21 only be lost profits, that's not true, it's -- in the Trade
22 Secret Act it's 39-8-40, it doesn't say anything about --
23 the -- the only measure of damages is profits. To the
24 contrary, not only, as we've -- we've argued and
25 unsuccessfully, I believe, but we might revisit that, not

1 only are the damages at least the commissions that were
2 transferred, but we believe the evidence shows that the
3 value of that business of a stream of commissions is a
4 multiple of the commissions. That's just straight
5 financial accounting. Not only is it financial accounting,
6 but it's experience. Mack Ward and John Taylor -- I'm
7 sorry, Ben Taylor, and Brian Stritt testified that -- or he
8 would have -- I'm sorry, I'll just hold off, because that
9 was not admitted. The argument that it's too speculative,
10 damages do not have to be proven to a particularity. I --
11 I believe all of the evidence that we put in about damages
12 show, specifically, this was the stream of revenue that we
13 lost, and that is plenty to support an award of damages.

14 MR. CARLSTEDT: Judge, can I respond to one thing, and
15 I think he misunderstood Ms. Gant's testimony. Ms. Gant
16 did not testify that she was receiving bad service from
17 Forum, she was talking about the predecessor agent.

18 THE COURT: I've got it. I was going to -- if he
19 didn't have ask any more questions, then I was going to
20 clarify it for him, but then he thought about it and then
21 he just said he had more questions.

22 MR. LEBLANC: That's right.

23 THE COURT: That's right. All right, I will take all
24 of this under advisement, and we'll be back here tomorrow
25 morning at 9:30. Karen?

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P R O C E E D I N G S

* * *

COURT'S RULING

THE COURT: All right, so before we get started here today, we will need to address the Motions for Summary Judgment as to the, what is now one, two, three, four causes of action. All right, is everyone ready? All right.

So as y'all are aware, I decided to take all of the arguments of Mr. Carlstedt and Mr. LeBlanc under advisement last night, and I thought long and hard. I actually reviewed some -- some filings and, basically, just thought through most of the testimony that we had heard over the past three days. And so as to the Breach of Contract, I agree with Mr. Carlstedt, there was no signed contract that was produced at the trial. There was, obviously, no meeting of the minds, if, in fact, Mr. LeBlanc's client is accurate and correct, and there was a signed contract that had not been covenanted not to compete, would have expired after the two-year limitation. And also people forget this about non-competes, that if you -- if there's no meeting of the minds in non-competes, and you don't give the employee the opportunity to negotiate portions of the non-compete, that also makes it null and void; and, obviously, we didn't have that in this case as well, so I am going to grant the

1 motion as to the breach of contract.

2 It's my duty to determine whether there was a
3 fiduciary duty before I even determined there was a breach
4 at all. I find that there's no duty between a 1099
5 employee and a former employee, certainly, in this
6 situation with both the -- there's more than enough
7 evidence in the record that Mr. Stritt -- made Mr. -- made
8 him become a 1099 employee, and, obviously, he worked under
9 that façade, and everybody knew that he was a 1099
10 employee. So I don't find that there's a breach of any
11 fiduciary duty whatsoever because there was no duty to
12 begin with.

13 As to the trade secrets, I couldn't agree with
14 Mr. Carlstedt more, and I adopt his entire argument as to
15 the trade secrets that -- obviously that the biggest
16 concern is that if any secrets were obtained, that you have
17 to have some benefit, and, obviously, in this case there
18 was none, so I'm going to grant the motion as to directed
19 verdict for the trade secrets.

20 Conversion, I again adopt Mr. Carlstedt's complete
21 argument as to conversion, and, obviously, that the trade
22 secrets that were alleged to have been stolen had no value
23 whatsoever, and, therefore, I'm granting the motion to
24 conversion.

25 All right, don't need to address anything as to

1 damages.

2 So let me say this before I let everybody go, because
3 I know everybody's eager to get back home, and any other
4 motions that you may have, I'll be happy to entertain. If
5 this case gets appealed, which I'm assuming it will, I want
6 to make sure that something in the record is very clear,
7 all right? Yesterday when Mr. LeBlanc made the motion to
8 have myself recused because of, apparently, my actions or
9 something that I may -- or someone may have said, I
10 understand that, Mr. LeBlanc, you have a client, and you
11 work for that client, and you have to do things at the
12 direction of your client, but I want to caution you very
13 seriously about some things that you said about the
14 judiciary yesterday, all right? We take an oath, and we
15 take it very seriously, and nothing in my decision today
16 had anything to do with any -- anybody in this case. I am
17 fair and impartial every single day. The fact that you
18 accused myself of not being able to be fair and impartial
19 because I said hello to an old friend, that's
20 understandable. If your client had a concern, that's fine,
21 but the fact that you brought in a very sensitive issue
22 that's occurring in this circuit where you indicated there
23 was some issue with the judiciary because of the Murdaugh
24 issue that's around here, and that you would caution me,
25 that's highly inappropriate. So I want the record to

1 reflect that I admonish you for that, and that I thought
2 that to be very inappropriate, all right? So I want the
3 record to reflect that what I did was completely
4 appropriate. I asked y'all for permission, I spoke to
5 somebody I knew. You wanted to add certain facts into
6 that, like I was a good buddy, and other things, that's not
7 accurate at all. I did nothing wrong, and, therefore, I
8 did not recuse myself. I want that to be clear for the
9 record, all right? Anything further?

10 MR. LEHRER: We do have some motions, Your Honor.

11 The -- as put in the record as testified to by
12 Mr. Stritt's own attorney, their first witness, the -- the
13 -- the alleged agreement in this case has a prevailing
14 party mandatory attorney's fees provision, and we would
15 move --

16 THE COURT: I just --

17 MR. LEHRER: -- we would move for our attorney's fees
18 on that.

19 THE COURT: You'll get them, just send me an
20 affidavit.

21 MR. LEHRER: Okay, and then also, Your Honor, the
22 Trade Secrets Act has a provision where if there's a bad
23 faith pursuit of a trade secrets claim that the -- both
24 Defendants get their attorney's fees, we would move for bad
25 faith pursuit of a trade secrets claim. We've been five

1 years, they've never produced any damage, Your Honor. We
2 filed four motions for summary judgment. We've shown them
3 everything we can show them on how to prove this case, and
4 they have done none of it.

5 THE COURT: Great, send me an update. Yes, sir.

6 MR. LEBLANC: Your Honor, may we be heard on either of
7 those motions?

8 THE COURT: Absolutely.

9 MR. LEBLANC: But I thought you just granted them
10 both.

11 THE COURT: I'm happy to hear you, you need to keep
12 your record clear.

13 MR. LEBLANC: Yes, sir. A couple of things, first, we
14 will respectfully request ten days to file post-trial
15 motions.

16 THE COURT: One hundred percent, happy to do it.

17 MR. LEBLANC: Does that apply to the motions he just
18 made?

19 THE COURT: If you would like to address those in some
20 type of briefing, I'm happy to do that as well, or you
21 could certainly make your motion on the record here today,
22 I've got no problem. Either way that you want to do it,
23 I'm happy to accommodate you.

24 MR. LEBLANC: I'd prefer to have ten days to reflect
25 on it, so that it's --

1 THE COURT: That's perfect -- perfectly fine. Submit
2 it to Aimee and I'll be happy to take a look at it.

3 MR. LEHRER: Your Honor, I mean it's my understanding
4 -- I mean we've made the motion for fees. Do I need to do
5 anything else, or just to respond to something he -- I just
6 want to make sure I protect whether I need to actually file
7 something with you moving for fees. I've -- I've done
8 that. If he's -- I don't know what -- if he's going to
9 file some response to that. I just --

10 THE COURT: He needs to make the record clear. And
11 I'm fine with that.

12 MR. LEHRER: Okay, but I don't need to file
13 anything?

14 THE COURT: Send me an affidavit.

15 MR. LEBLANC: Okay, thank you, Your Honor.

16 THE COURT: All right, anything further before we let
17 the Jury go?

18 MR. LEBLANC: If I could have a brief time to talk to
19 my client, I'd appreciate it.

20 THE COURT: Absolutely, yes, sir. Y'all have no -- do
21 y'all have any objection to me releasing the Jury back
22 there? I don't need to bring them up in front of y'all, do
23 I?

24 MR. LEHRER: Absolutely not --

25 THE COURT: Okay.

1 MR. LEHRER: -- Your Honor.

2 (OFF RECORD)

3 BAILIFF: All rise, the Court's back in session.

4 THE COURT: All right, thank you very much. All right

5 -- oh, sorry, yeah. All right, we're ready to go.

6 Anything further before we adjourn?

7 MR. LEBLANC: Nothing from the Plaintiff.

8 THE COURT: All right. For the record, I've released
9 the Jury and thanked them for their services, and they have
10 been released, all right?

11 Well, guys, I know this is a tough case, been a long
12 time. Y'all have obviously put a lot of effort into it, I
13 appreciate that, and -- but I'm glad that you were able
14 to try your case, come to Beaufort and get it behind you.
15 So I hope y'all are okay moving forward, if y'all ever
16 need anything from me, I will be in Charleston or for
17 the next six months -- aren't you excited, Madam Clerk?

18 CLERK: Absolutely, yes, sir, yes, sir.

19 THE COURT: That's when you start typing. I'll be
20 here for the next six months. If y'all need something, let
21 us know. Please drive safe.

22 MR. LEHRER: Thank you, Your Honor.

23 MR. CARLSTEDT: Thank you, Your Honor.

24 MR. LEBLANC: Thank you, Your Honor.

25 THE COURT: All right.

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P R O C E E D I N G S

* * *

THE COURT: The last motion is Forum Benefits vs. Brian Bannon, a motion for a new trial. But just for the record, I'm going to -- before we get started, I -- I thought about the actual motion itself for a new trial, but since the trial didn't fully commence, I'm just going to, basically, take this as a motion to reconsider my granting of summary judgment. I don't know if that changes any of standards or anything along those lines, but I don't know if a new trial is the appropriate motion to have been filed. Is there any issue as to that?

MR. LEBLANC: Yes, I don't understand what you just said. You said that the trial didn't commence --

THE COURT: I mean --

MR. LEBLANC: -- and you're gonna --

THE COURT: -- not commenced, it did not -- we -- we commenced the trial and we never finished it, so I don't know if the motion for a new trial would be the most appropriate way to move forward on this, because really it's just a motion to reconsider my -- my granting of summary judgment.

MR. LEBLANC: Yeah, that's the other part I don't understand, Your Honor. You didn't grant a motion for

1 summary judgment, you granted a motion for a directed
2 verdict --

3 THE COURT: I mean directed verdict.

4 MR. LEBLANC: -- at the close of Plaintiff's case.

5 THE COURT: That's fine, however you want to proceed.
6 All right, it's your motion, so I'll be happy to hear from
7 you.

8 MR. LEBLANC: Thank you, Your Honor.

9 Steve LeBlanc for the Plaintiff, Forum Benefits, and
10 may it please the Court. As Your Honor has read, the
11 motion has really two parts. The first part is that
12 Plaintiff respectfully asserts that the Court should have
13 recused itself based on the Court's personal relationship
14 with a critical executive, Vice-President, of the
15 Defendant, AssuredPartners; and we've provided the reasons
16 for that. We've provided the -- the evidence to support
17 that portion of the motion. The second part of the motion
18 is directed to the Court's directed verdict rulings at
19 close of Plaintiff's evidence. As to the first part of the
20 motion, the Plaintiff would -- would like to call as
21 witnesses to provide evidence to the actions that the Court
22 exhibited during the trial; and I understand that the
23 Defendants object to those witnesses providing testimony.
24 Plaintiff would be perfectly happy with putting the
25 declarations submitted by the witnesses into the record as

1 exhibits, but we believe that if -- if the Defendants are
2 willing to waive any objections to those declarations and
3 their exhibits, we can go that way; otherwise, the three
4 witnesses are here ready to provide live testimony.

5 THE COURT: All right, sir?

6 MR. LEHRER: Well, Your Honor, I'm almost -- I'm --
7 I'm also a little confused. I mean we've got a -- we've
8 got a directed verdict that's based on their -- the case
9 they presented, right? There shouldn't be anymore evidence
10 to come in like that -- after that closes, it's whatever
11 evidence was before you at that time. This is not an
12 evidentiary-type issue. A motion for a new trial is not a
13 time to come on and put on new evidence. Like it's -- this
14 is -- the -- the record should be closed on new evidence,
15 and so we would object to not only their testimony, but any
16 affidavit that's tried to put in something in the record
17 that isn't already there or wasn't there when you made your
18 rulings. And so that would be our position.

19 THE COURT: All right, thank you.

20 MR. LEBLANC: A brief response. As the Court is aware
21 from other cases that the -- Your Honor has handled, part
22 of the motion for the Judge to recuse yourself from this
23 trial involved what would be considered extra judicial
24 conduct. Conduct that -- that was outside the scope of the
25 trial, it happened during a recess of the trial, so there's

1 no mechanism during the trial to put that evidence into the
2 record. This is our only opportunity, and that's why we
3 would call these witnesses --

4 THE COURT: Sure.

5 MR. LEBLANC: -- to provide that evidence.

6 THE COURT: Not a problem. Call your first witness.

7 MR. LEBLANC: Plaintiff calls Michelle Filler.

8 **Michelle Filler,**

9 having been duly sworn,

10 testifies as follows:

11 MADAM CLERK: Okay, have a seat. Please state your
12 name.

13 MS. FILLER: Michelle Filler.

14 MADAM CLERK: And spell it, please.

15 MS. FILLER: M-I-C-H-E-L-L-E F-I-L-L-E-R.

16 **DIRECT EXAMINATION**

17 BY MR. LEBLANC:

18 Q. Ms. Filler, what is your involvement or
19 employment with the Plaintiff, Forum Benefits, LLC?

20 A. Is it okay if I take my mask off?

21 THE COURT: Yes, ma'am, absolutely.

22 BY WITNESS: (Continuing)

23 A. I am currently the director of client services,
24 and I also work part-time as an account manager on a few
25 cases.

1 Q. And what involvement, if any, did you have in the
2 trial of this case from October 11th to October 14th, 2021?

3 A. I had been subpoenaed as a witness by the
4 Defense, but I did not testify; but other than that, that's
5 really it, just as my employee role at Forum when all of
6 this happened.

7 Q. And do you recall when the subpoena required you
8 to be in the courtroom?

9 A. It was the second week in October of 2021.

10 Q. All right, and do you recall the second day of
11 trial during that -- during that second week of October
12 2021?

13 A. I do.

14 Q. What did you observe during that second day of
15 trial?

16 A. During one of the breaks before lunchtime, as the
17 break started, the Judge stepped down and approached the
18 attorneys, and I heard him ask the question if he could
19 approach a friend, and I was kind of confused by that. I'm
20 not quite sure what was happening. And then the Judge went
21 over to the Defendant's side, where Mack Ward, one of the
22 principals, I believe it is, of AssuredPartners --

23 MR. LEHRER: Your Honor, I'm -- I'm gonna object.

24 THE COURT: Yes, sir.

1 MR. LEHRER: I mean it's one thing for her to testify
2 as to what she saw. When she starts giving testimony of
3 who she thinks Mack Ward is, that was not in the trial.

4 THE COURT: I had no idea why he was even here, and so
5 I -- I'm going to allow him to make his record though.

6 BY MR. LEBLANC: (Continuing)

7 Q. Do you know who Mack Ward is?

8 A. He -- he's one of -- he works for
9 AssuredPartners. I believe he's in ownership or man -- you
10 know, part -- managing partner status.

11 Q. How long have you known Mack Ward?

12 A. I've known Mack Ward since I came to work at
13 Forum, so a little over eight years.

14 Q. And how long has he been at AssuredPartners?

15 A. I can't say exactly, a couple of years. I don't
16 recall exactly when it was everything happened with Forum,
17 to be honest.

18 Q. All right. Let's go back to your previous
19 answer. Where were you in the courtroom when that -- those
20 events happened?

21 A. I was sitting in the seating behind the
22 Plaintiff's table about the second to third row back.

23 Q. So facing the Judge, you were on the right side
24 of the courtroom?

25 A. Yes, sir.

1 Q. And you were in one of the pews second or third
2 row back?

3 A. Correct.

4 Q. And tell me, again, what you observed during this
5 recess? The Jury was not in the courtroom; is that right?

6 A. That's correct, the Jury --

7 Q. Uh-huh.

8 A. -- had been dismissed.

9 Q. What did you observe?

10 A. The Judge first stepped down, approached the
11 attorney tables, asked them if he could approach a friend,
12 and then went to the side where Mack Ward was; and,
13 honestly, like they half-embraced, shook hands, were very
14 jovial, had conversation together, slapped each other on
15 the back, things like that.

16 Q. In your experience, how would you characterize
17 their behavior as far as friendship?

18 MR. LEHRER: Objection, Your Honor.

19 THE COURT: All right, she can't answer that question.

20 BY MR. LEBLANC: (Continuing)

21 Q. In your experience, what kind of people have you
22 seen interact the way Judge Price and Mack Ward interacted
23 that day?

24 MR. LEHRER: Objection, Your Honor.

1 THE COURT: She can't answer that question, that's all
2 speculation.

3 BY MR. LEBLANC: (Continuing)

4 Q. I'd like to finish the question. In your
5 experience, what interaction have you observed between
6 Judge Price and Mack Ward, in your experience, for other
7 people?

8 MR. LEHRER: Objection.

9 THE COURT: It's the same question. You -- she's
10 testified as to what she's observed and I'm okay with that.

11 BY MR. LEBLANC: (Continuing)

12 Q. How would you characterize the interaction
13 between Mack Ward and Judge Price during that interaction?

14 MR. LEHRER: Objection, Your Honor, again, it's just
15 her opinions. She's already said what she saw.

16 THE COURT: That's correct.

17 MR. LEHRER: That is all, and none of this is
18 relevant, but at a minimum, that's it.

19 THE COURT: She --

20 MR. LEHRER: Her opinions of all this is completely
21 speculative.

22 THE COURT: I agree. She can testify as to what she
23 saw, I have no problem with that.

24 BY MR. LEBLANC: (Continuing)

25 Q. Would you describe again what you saw?

1 MR. LEHRER: Asked and answered.

2 THE COURT: All right, I -- I've -- I've heard it
3 twice, I don't need to hear it again.

4 MR. LEBLANC: I'd like to hear it again, so I can ask
5 the next question. Can we read the transcript back,
6 please?

7 THE COURT: Don't, just ask her the question.

8 MR. LEBLANC: Your Honor, can I not hear the question
9 so I can have context for the next question?

10 THE COURT: I said you can ask her the question.

11 MR. LEBLANC: Can -- that's what I asked. Can I hear
12 the record read back so I can have context for the next
13 question? I don't want to run -- run afoul to your rul --
14 rulings, but I want to understand what she testified to.

15 COURT REPORTER: I'm not sure which question you're
16 asking because you asked it quickly three different ways,
17 so are you meaning the very last question?

18 MR. LEBLANC: Can -- can I hear this, Your Honor?

19 THE COURT: Yes.

20 MR. LEBLANC: I'd like to hear her answer to the
21 question of what she observed between Judge Price and Mack
22 Ward.

23 Court reporter reads back the answer as follows:

24 "The Judge first stepped down, approached the attorney
25 tables, asked them if he could approach a friend, and then

1 went to the side where Mack Ward was; and, honestly, like
2 they half-embraced, shook hands, were very jovial, had
3 conversation together, slapped each other on the back,
4 things like that."

5 MR. LEBLANC: Thank you.

6 BY MR. LEBLANC: (Continuing)

7 Q. How loud was the interaction between Judge Price
8 and Mack Ward that you observed?

9 A. Loud enough that I was astonished by it, I guess,
10 like, I think my jaw dropped open, 'cause my thought was,
11 this Judge knows him very intimately --

12 MR. LEHRER: Again, Your Honor, just objection. I
13 mean --

14 BY WITNESS: (Continuing)

15 A. -- and they're old buddies and old friends.

16 THE COURT: She's -- I -- I agree, she can't speculate
17 as to what -- you can only talk about what you observed.
18 You can't speculate as to anything else.

19 BY MR. LEBLANC: (Continuing)

20 Q. Did you ever hear any other interaction in the
21 courtroom that was as loud as that during the trial that
22 you observed?

23 A. I did not.

24 Q. What happened next between Judge Price and Mack
25 Ward?

1 A. Honestly, when Judge Price finished and Court
2 went to resume again, he came back up to the bench and sat
3 down, and he made a statement that he wanted to give full
4 disclosure that he and Mack were old college buddies, and
5 kind of made a -- a joke comment that if cell phones had
6 existed back when they went to college, that probably
7 neither of them would have the positions they do today.

8 Q. All right, and before the -- Judge Price made
9 that statement to the courtroom, how long did he and Mack
10 Ward interact over there on the left side?

11 A. I would guess maybe two minutes. I really wasn't
12 looking at -- at time, to be honest, maybe -- I'm gonna
13 guess it two minutes. I -- I really don't know.

14 Q. What impression did you have from observing the
15 trial regarding Judge Price's bias or partiality?

16 MR. LEHRER: Objection, Your Honor, her impression is
17 completely irrelevant.

18 THE COURT: I agree.

19 BY MR. LEBLANC: (Continuing)

20 Q. I don't have any further questions. Please
21 answer any questions Mr. Lehrer has.

22 MR. LEHRER: As this testimony is completely
23 irrelevant, I have no questions.

24 THE COURT: Okay. You may step down, ma'am, thank you
25 very much.

1 MS. FILLER: Thank you.

2 MR. LEBLANC: Plaintiff calls Lisa Stritt.

3 **LISA HOLLINGSWORTH STRITT**

4 having been duly sworn,

5 testifies as follows:

6 MADAM CLERK: Okay, have a seat. Please state your
7 name and spell it.

8 WITNESS: Lisa Hollingsworth Stritt, L-I-S-A H-O-L-L-
9 I-N-G-S-W-O-R-T-H S-T-R-I-T-T.

10 **DIRECT EXAMINATION**

11 BY MR. LEBLANC:

12 Q. Ms. Stritt, what is -- what is or has been your
13 involvement with Forum Benefits, LLC?

14 A. I'm actually married to Brian Stritt, the
15 managing partner. I worked there just for a two-year
16 period of time, two and a half years, to help fill in while
17 he had some people out on maternity leave and filling
18 positions there at that point. I was retired from Blue
19 Cross/Blue Shield, and I was just filling the role of,
20 basically, VP of employee benefits, which just whatever
21 they needed me to do for that period of time, and that
22 terminated 11/1 of this past year.

23 Q. And what involvement, if any, did you have in the
24 trial during the second week of October 2021?

1 A. I was merely an observer as part of supporting my
2 husband.

3 Q. And what did you observe during the trial
4 pertinent to today's motion?

5 A. I was actually in the pew on the second row, so I
6 was one row in front of Michelle Filler. I was actually
7 turned towards the end speaking to, I believe it was,
8 Laurie Winston or some other people when I actually heard a
9 lot of just -- laughter, boisterous people a lot during the
10 break, and I kind of turned, saw that Michelle was
11 standing, so I kind of went back to my seat, and just -- at
12 that point Michelle looked at me and she said, "Did you
13 know that the Judge is good friends with Mack Ward?" And I
14 was like, "No, I had no idea." I said, "that's -- that's
15 surprising, but," I said, "I'm kind of shocked." And I was
16 really shocked, because I thought, at that point, we would
17 be experiencing another delay, because I thought that would
18 have had an impact on the trial.

19 Q. How -- how long have you known Mack Ward?

20 A. I've actually known Mack Ward for probably 20
21 years.

22 Q. And --

23 A. I worked with him at Blue Cross/Blue Shield. He
24 was an agent and I was a director for them.

1 Q. And what is your understanding of Mack Ward's
2 position with AssuredPartners?

3 MR. LEHRER: And, Your Honor, I'm gonna object, this
4 is completely speculative. She's not -- there's no
5 foundation for her to testify as to what Mack Ward's status
6 at --

7 THE COURT: I'll allow her, she can answer it.

8 BY WITNESS: (Continuing)

9 A. Actually, I can answer it. When Mack Ward went
10 to AssuredPartners to become a vice-president, I was
11 director, and so he and I had direct dealings, and I would
12 have been in charge of the approval for the licensing at
13 that point. So I had worked with him for probably 20
14 years, since he was out of college, and when he went to
15 work at AssureSouth. I did a lot of training with Mack,
16 went on sales calls with Mack, so he and I worked very
17 closely together for the entire time until he went to
18 AssuredPartners. And even after he was at AssuredPartners,
19 I still assisted them.

20 Q. All right, let's go back to what you observed on
21 the second day of trial. I believe you -- you discussed or
22 described some activity in the courtroom?

23 A. Yes, it was just some people and Judge Price
24 standing kind of over where the Defendant table is but kind
25 of behind the -- right to the entrance to the gallery.

1 Q. Okay, that's what my question is. Where was --
2 it was on the left side of the courtroom?

3 A. Yes.

4 Q. Facing the Judge.

5 A. Facing the Judge, yes.

6 Q. And who was involved in that communication?

7 A. Well, it -- I knew that the Judge was because of
8 the robe. I knew that Mack was. And then the other people
9 kind of got -- I think had their backs to us. So I -- I
10 don't know all of the people. I mean attorneys were still
11 there, the three attorneys.

12 Q. And -- and how long did that conversation or
13 communication be -- take place?

14 A. I -- I was thinking just a couple of minutes, but
15 I didn't see the beginning of it, so I did not see Judge
16 Price approach the attorneys as you all had suggested, so
17 that part I did not see. I saw the end of it, just when
18 Mack and the Judge were -- were talking and patting each
19 other one the back or shaking hands and --

20 Q. Okay, when you say a couple of minutes, do you
21 mean that as a figure of speech, or do you mean, literally,
22 two, three, or four minutes?

23 A. I would be guessing two, three, or four minutes,
24 but I -- I wasn't actually looking at the clock at that
25 point.

1 Q. And what did you observe Judge Price do after
2 that interaction with Mack Ward?

3 A. The Judge came back to the bench and then he
4 explained to everyone that what we had witnessed was just a
5 reunion of old friends, and explained that they had gone to
6 college together, and that they were just kind of reuniting
7 after a number of years, and kind of explained the
8 relationship to us.

9 Q. The next day -- were you in the courtroom the
10 next morning?

11 A. Yes.

12 Q. Were you here when the Plaintiff made a motion
13 for the Judge to recuse himself?

14 A. Yes.

15 Q. Do you recall the Judge's statements during that
16 motion?

17 A. What I recall is that the Judge was upset that we
18 had questioned or that he had been asked to recuse himself,
19 because he felt he had explained that they were old
20 friends, and that he felt that he could be unbiased and
21 that with being unbiased, that he, specifically, said he
22 would not be the one making the decision on the trial
23 anyway, that would be left up to the Jury, and that we
24 should take that as a measure of -- of comfort in how the
25 whole proceedings would take place.

1 Q. And what did the Judge say about social media?

2 A. At that point the -- the Judge -- I think that
3 was when you had asked him to recuse himself, and he had
4 tried to explain what he felt his relationship with Mack
5 Ward should have been to us, that they were college
6 buddies, and that he could be unbiased in the proceedings,
7 and that he -- he said he hadn't seen Mack in a really long
8 time, that they went back and they were talking about
9 Mack's twins and his kids, and that, you know, he said that
10 he didn't -- I think he said he didn't appreciate what you
11 were inferring, and that he did take it personally, and he
12 said he had not seen Mack in a number of years. He was not
13 a personal friend of Mack's now. He said he wasn't on any
14 kind of social media, he wasn't on Facebook, or any other
15 type of social media at all, so he was not keeping up with
16 Mack.

17 Q. I'm gonna pass you up a document that will be
18 marked as Plaintiff's Exhibit 601. Do you recognize what's
19 shown in Plaintiff's Exhibit 601?

20 A. (Reviews document.) Yes, I do.

21 Q. Can you please tell us what it is?

22 A. This is a screenshot of Michelle Ward's friends
23 that comes directly from her Facebook page.

24 Q. And who took that screenshot?

25 A. I did.

1 Q. So is Plaintiff's Exhibit 1 a true -- 601 --
2 excuse me, is Plaintiff's Exhibit 601 a true and accurate
3 copy of the screenshot you took of the Facebook page that
4 you just described?

5 A. Yes, it is.

6 MR. LEBLANC: We'd move Plaintiff's Exhibit 601 into
7 evidence.

8 MR. LEHRER: I'll object to the relevance of all this,
9 but it's -- I guess we'll let him make a record.

10 THE COURT: All right.

11 (Whereupon, Plaintiff's Exhibit Number 601, Screenshot
12 of Facebook is marked for the record and introduced without
13 objection.)

14 BY MR. LEBLANC: (Continuing)

15 Q. What does Plaintiff's Exhibit 601 tell you as
16 somebody who knows how to use Facebook?

17 A. It's just showing a listing of people who are,
18 technically, friends of Michelle Ward's through Facebook.
19 So you would invite someone to Facebook, they would accept
20 your invitation, then you would be able to keep up with all
21 of their activity, anything that's on their Facebook you
22 would be able to see posts.

23 Q. And what does Plaintiff's Exhibit 601 show
24 regarding Judge Price?

1 A. It just shows that Judge Price is a friend of
2 Michelle Ward's on Facebook.

3 Q. And Michelle Ward is Mack Ward's wife?

4 A. Yes.

5 Q. I want to pass you a document that will be marked
6 as Plaintiff's Exhibit Number 602.

7 BY MR. LEBLANC: (Continuing)

8 Q. Can you identify what Plaintiff's Exhibit 602 is?

9 A. (Reviews document.) This is a just a screenshot
10 of someone who had posted some wedding photos, and it
11 appears that Judge Price was the officiant for the wedding,
12 so it's just on her -- her Facebook page showing pictures
13 of Judge Price and the bride and groom at the wedding.

14 Q. Can you tell from Plaintiff's Exhibit 602 who
15 posted that web -- that Facebook page thing?

16 A. I don't have my glasses with me, but I can if you
17 give me my glasses. Yes, this is a Facebook post of
18 someone, Julie Stewart, who is friends with Judge Bentley
19 Price, and John Stewart.

20 Q. And when was this Facebook post posted?

21 A. This Facebook was posted on -- oh, I can't really
22 read it, it says, "Happy Birthday, Judge, we love you.
23 Tuesday at 8:34 a.m."

24 Q. And who took the screenshot of what's shown in
25 Plaintiff's Exhibit 602?

1 A. I did.

2 MR. LEBLANC: At this time we'd move Plaintiff's
3 Exhibit 602 into evidence.

4 MR. LEHRER: Same objection, Your Honor.

5 THE COURT: Okay.

6 (Whereupon, Plaintiff's Exhibit Number 602, Screenshot
7 of Facebook, is marked for the record and introduced
8 without objection.)

9 BY MR. LEBLANC: (Continuing)

10 Q. I'll pass you a document that will be marked as
11 Plaintiff's Exhibit 603. Do you recognize what is shown in
12 Plaintiff's Exhibit 603?

13 A. (Reviews document.) Yes, I do. This is just a
14 continuation of the Happy Birthday post, and it basically
15 is just people posting Happy Birthday to the Judge, and
16 then Judge Price saying, "Thank you, everyone," and liking
17 it with a heart.

18 Q. And do you recognize who's shown in the
19 photograph there next to Bentley Price?

20 A. Judge Price is the gentleman.

21 Q. Who took the screenshot of what's shown in
22 Plaintiff's Exhibit 603?

23 A. I did, these were all the same -- same
24 screenshots.

1 MR. LEBLANC: At this time we'd move Plaintiff's
2 Exhibit 603 into evidence.

3 THE COURT: Can I see it, please?

4 BY WITNESS: (Continuing)

5 A. Sure.

6 THE COURT: All right.

7 MR. LEBLANC: I believe we're waiting on a ruling on
8 603 being admitted into evidence.

9 THE COURT: All right, I'll allow it.

10 (Whereupon, Plaintiff's Exhibit Number 603, Screenshot
11 of Facebook, is marked for the record and introduced
12 without objection.)

13 BY MR. LEBLANC: (Continuing)

14 MR. LEBLANC: Thank you. I don't have any further
15 questions. Please answer any questions Mr. Lehrer may
16 have.

17 **CROSS-EXAMINATION**

18 BY MR. LEHRER:

19 Q. Yes, Ms. -- Ms. Stritt, just for clarity, this
20 Exhibit 602, the picture of the Judge that you took, this
21 was posted by somebody else, correct, not Judge Price?

22 A. Yes, that's correct. That would have been posted
23 by Julie Stewart.

24 Q. All right. So out of all of this that you
25 presented, the only thing you -- you claim that Judge Price

1 actually put on Facebook was the words, "Thank you,
2 everyone," when they sent a bunch of birthday messages out;
3 right?

4 A. Yeah, that's correct. You would look at your
5 posts and be notified that you got one, so the only way you
6 know that it exists is you would either get an email or
7 text or on your Facebook it would show that you have a
8 notification.

9 Q. So --

10 A. So in order to get that, he would have to be
11 checking it.

12 Q. Okay. So the only thing we know that Judge Price
13 did as it relates to Facebook was put, "Thank you everyone
14 for the birthday wishes," and that happened after the
15 trial, correct?

16 A. I can't see a date on this, but I believe that
17 may have happened the weekend of the trial -- after the
18 trial.

19 Q. Yeah, the -- after trial?

20 A. Yeah. Yes.

21 Q. Okay.

22 A. Well, now, the only reason --

23 Q. So --

24 A. -- that I knew this was because Judge Price did
25 make the statement, and actually I would never have thought

1 to look at Facebook until Judge Price said I'm not on
2 social media, and I haven't seen Mack Ward, I don't have
3 anything to do with him, so that was the only reason --

4 Q. Well --

5 A. -- that I even looked at it.

6 Q. Well, isn't it true that what Judge Price
7 actually says he doesn't do Facebook. Those were his
8 quotes. The record will reflect that. Do you remember
9 that?

10 THE COURT: I remember that I said, "I do not
11 participate."

12 BY MR. LEHRER: (Continuing)

13 Q. Participate, something to that -- and -- and we
14 got -- all you could come up with was one post that he had
15 done, after the trial, that said, "Thank you," for people
16 who wished him happy birthday, that's it?

17 A. Well, you know, I think actually what led me down
18 this road was -- I wasn't looking at Facebook, I was just,
19 on the drive home, just googling just to find out a little
20 bit more background because I was surprised at some of the
21 things that happened in the trial, like, anyone else would
22 be in my position. So as I was googling that, the first
23 thing that came up was a Facebook with another attorney,
24 and then there was also a Bentley Price Law Firm Facebook
25 page, and then there was also a document that, apparently,

1 judges complete when they apply for judgeships, and part of
2 that says that -- is a question, I guess, from the South
3 Carolina Judicial Commission, that says, "Do you
4 participate in social media?" And Judge Price's response
5 was, "I do, but once I become a judge, all that will be
6 taken down, I'll no longer participate." So that led me to
7 this.

8 Q. All right, so the -- prior to this, "Thank you,
9 everyone," did you see any posts from Judge Price on
10 Facebook in the past few years?

11 A. No, but I can tell you that I have two
12 Facebook --

13 Q. Oh --

14 A. -- posts myself, and I don't consider myself that
15 I don't do Facebook.

16 MR. LEHRER: Your Honor, I object to this -- the extra
17 testimony she's provided did not relate to the question.

18 THE COURT: That's all right, that's okay. Just
19 answer the question when he asks you.

20 BY WITNESS: (Continuing)

21 A. Sorry, Mr. Lehrer, what -- what was your
22 question?

23 Q. You answered the question, but then you went on
24 with -- with your own personal --

25 A. Oh, I apologize, I'm sorry.

1 Q. So prior to this thank you to everyone post,
2 after the trial, you don't know when Judge Price's last
3 Facebook post was, do you?

4 A. No, sir, because I haven't checked it since.

5 Q. All right. Are you aware of a -- a filing that
6 was made where there was a sentence that talked about
7 Michelle Ward and this "Happy Birthday, Judge," in the same
8 sentence?

9 A. I -- I don't know of any -- I'm not privy to any
10 of the files.

11 Q. Are you aware of any -- anything that was filed
12 that suggested that Michelle Ward was the one who posted
13 happy birthday to the Judge?

14 A. No, I'm not aware of the file.

15 Q. And that -- that would have been false, wouldn't
16 it? There's no evidence that Michelle Ward posted any
17 happy birthday to Judge Price, is there?

18 A. No, that would be Julie Stewart.

19 Q. Yeah, so it'd be -- if somebody said that
20 Michelle Ward did it, that would be false?

21 A. That he said he was friends on Facebook with
22 Michelle Ward, but I think -- I don't think it's --

23 Q. No, my question is, if somebody said that
24 Michelle Ward was the one who posted, "Happy Birthday,
25 Judge," --

1 A. Right.

2 Q. -- that would be false?

3 A. Yes.

4 Q. Okay.

5 MR. LEHRER: No further questions, Your Honor.

6 THE COURT: All right, thank you very much.

7 MR. LEBLANC: I don't have anything further from that
8 witness. Plaintiff would call Brian Stritt.

9 THE COURT: Okay.

10 **BRIAN STRITT,**

11 having been duly sworn,

12 testifies as follows:

13 MADAM CLERK: Have a seat. Please state your name and
14 spell it for the record.

15 WITNESS: Brian Stritt, B-R-I-A-N S-T-R-I-T-T.

16 **DIRECT EXAMINATION**

17 BY MR. LEBLANC:

18 Q. Mr. Stritt, what is your role at Forum Benefits,
19 LLC?

20 A. I am a managing partner.

21 Q. Currently?

22 A. Correct.

23 Q. What was your status before 2016?

24 A. I was the owner of Forum Benefits.

1 Q. And now you're the managing partner for Forum
2 Benefits?

3 A. Correct.

4 Q. What was your involvement in the trial during the
5 second week of October of --

6 A. I am the Plaintiff.

7 Q. -- 2016?

8 A. I am the Plaintiff.

9 Q. So you were -- you represented the Plaintiff at
10 the trial?

11 A. Correct.

12 Q. How much of the trial did you attend?

13 A. All of it.

14 Q. Start to finish?

15 A. Correct.

16 Q. Every hour?

17 A. Correct.

18 Q. And --

19 A. Except for --

20 Q. What did you observe on the second day of the
21 trial?

22 A. I had stepped out to the -- to the restroom and
23 come back, and Michelle Ward and -- or, excuse me, Michelle
24 Filler had told me that the Judge and Mack Ward -- I
25 believe the word she used were -- were close friends.

1 MR. LEHRER: Objection, Your Honor, I think that's
2 going to be hearsay. I mean if she's gonna get up here and
3 testify -- well, she's already testified.

4 THE COURT: All right, just -- just testify as to what
5 you observed.

6 BY WITNESS: (Continuing).

7 A. So she told -- she told me that they were friends
8 and the Judge walked up from that area to this, and then
9 gave a --

10 MR. LEHRER: Objection, Your Honor, is he telling --

11 BY WITNESS: (Continuing)

12 A. -- speech --

13 MR. LEHRER: -- about what he saw or what she told him
14 she saw?

15 BY WITNESS: (Continuing)

16 A. No, I'm telling you what I saw.

17 THE COURT: All right.

18 BY WITNESS: (Continuing)

19 A. He walked from there up to here, and he said,
20 "Hey, I've got this -- just want to let everybody know Mack
21 Ward's an old buddy," and he went on about their
22 relationship in college, and if they had cell phones back
23 in his college days, neither of them would be in the
24 position they were in.

25 Q. How long have you known Mack Ward?

1 A. Probably 15 years.

2 Q. Okay. And when you said -- when you said -- used
3 the pronoun he in the previous answer, who were you
4 referring to?

5 A. The Judge -- Judge Price walking up to the bench.

6 Q. And when you observed this, where in the
7 courtroom were you?

8 A. I was sitting, I believe, in the second or third
9 row on the right side facing in.

10 Q. What was your response to the Judge's
11 declaration?

12 A. I was pretty concerned about it, obviously.

13 MR. LEHRER: Objection, irrelevant -- irrelevant
14 statement, Your Honor, it's his response. Again, we're --
15 they can testify, what I understand, as to what they
16 observed. If they're giving their opinions of this as to
17 how it can make them feel, that's all completely
18 irrelevant.

19 THE COURT: What was the question?

20 BY MR. LEBLANC: (Continuing)

21 Q. What was your response to the Judge's
22 declaration?

23 MR. LEHRER: And, Your Honor, the reason I ask that
24 question is because the standard for recusal is the
25 reasonable appearance of bias.

1 THE COURT: Okay.

2 MR. LEHRER: Mr. Stritt is the party in this case. He
3 observed conduct, and I'd like the testimony about how he
4 felt seeing that conduct, whether it's justified that he
5 had a reasonable appearance of bias?

6 THE COURT: All right.

7 MR. LEHRER: Your Honor, just for the record, it's not
8 -- it's not his subjective belief of bias, it's a
9 reasonable person's standard. What he -- what he believes
10 is completely irrelevant. He's the one who financed the
11 entire lawsuit and had the axe to grind against Mr. Bannon.

12 THE COURT: I'll --

13 MR. LEBLANC: His testimony is completely --

14 THE COURT: I'll --

15 MR. LEBLANC: -- irrelevant.

16 THE COURT: I'll allow him to answer.

17 BY WITNESS: (Continuing)

18 A. So I expected the Judge to recuse himself. First
19 of all, I would much rather have Judge Price be brother-in-
20 laws with Brian Bannon than have any friendship with Mack
21 Ward. Mack Ward is the catalyst and the reason we're in
22 this lawsuit in the first place.

23 MR. LEHRER: Again --

24 THE COURT: Well --

1 MR. LEHRER: Your Honor, this is all -- none of this
2 is part of the trial.

3 THE COURT: This is outside of -- of the -- the motion
4 for recusal and a motion for a new trial, so let's move on.

5 BY MR. LEBLANC: (Continuing)

6 Q. Why do you react to the Judge's relationship with
7 Mack Ward? Why did you react that way?

8 A. I felt it was biased in what had already happened
9 or in what continued to happen. Once again, there is not a
10 person that I would rather less see with a relationship the
11 Judge than Mack Ward.

12 THE COURT: Okay. Move to the next question. Thank
13 you very much.

14 BY MR. LEBLANC: (Continuing)

15 Q. And why do you say that?

16 MR. LEHRER: Your Honor --

17 MR. LEBLANC: Your Honor, I believe -- here's one of
18 the issues here. Your Honor didn't go and have an
19 interaction with a general member of the public. Your
20 Honor had an interaction with a vice president and key
21 witness in this trial.

22 THE COURT: Which at the time I didn't know. I didn't
23 know any reason why Mack was here. And there's nothing in
24 the record that's going to show that I had any inclination,
25 any idea, other than he was a witness for one of the other

1 sides, and I had obviously no indication of that
2 whatsoever, and the record will certainly reflect that
3 apart from him just being in here caught me off-guard when
4 I walked in, that's all the information I knew. So I will
5 allow you to continue your questioning.

6 MR. LEBLANC: What was the previous question I asked?

7 THE COURT: I think it was how did it make you -- or
8 make you feel, something along those lines.

9 Court reporter reads back the question as follows:

10 Why do you react to the Judge's relationship with Mack
11 Ward?

12 BY MR. LEBLANC: (Continuing)

13 Q. Why do you react to the Judge's relationship with
14 Mack Ward?

15 A. Well, first of all, as I said, Mack was the
16 catalyst of the entire lawsuit.

17 MR. LEHRER: Again, objection, Your Honor.

18 THE COURT: That's okay.

19 WITNESS CONTINUES:

20 A. The Judge also during jury selection had read
21 Mack's name being their corporate, so it's not like anybody
22 thought that there was going to be anybody else that showed
23 up but Mack Ward. I think the Judge even made the comment,
24 "I knew there wasn't going to be two Mack Wards around
25 here." And, of course, there wasn't.

1 Q. As a party representative in this lawsuit, how
2 did you react to what you observed? What did you do?

3 A. Well, the first thing I did was ask you to -- why
4 hasn't the Judge recused himself. This seems to me a
5 pretty obvious case and I expect that to happen. As the
6 case, all of a sudden, restarted, I realized that that
7 wasn't the case, and when I got with you privately, I asked
8 you to do whatever we could to ask the Judge to recuse
9 himself. It's just simply an odd situation to have a key
10 member of one of the parties have a good friendship with
11 the Judge.

12 Q. How did you feel about the trial that you
13 received in the second week of October?

14 A. There was no question --

15 MR. LEHRER: Objection, Your Honor.

16 THE COURT: His feelings don't have anything to do
17 with the motion for a new trial. Just stick with what he
18 observed or what transpired.

19 MR. LEBLANC: Respectfully, I believe his feelings go
20 directly to the issue of the reasonable appearance of
21 impartiality.

22 THE COURT: I think he's testified as to that.

23 MR. LEBLANC: Thank you. I don't have any further
24 questions.

25 THE COURT: All right. Thank you very much.

1 MR. LEHRER: I'm not going to ask him any questions.

2 THE COURT: All right. Thank you very much. You may
3 step down.

4 MR. LEBLANC: I have a copy of the transcript of the
5 oral motion for the Court to recuse itself, and in that
6 transcript, according to the transcript, Your Honor said,
7 "I don't do Facebook." That's a direct quote.

8 THE COURT: All right. I will let the record reflect
9 I stand corrected.

10 MR. LEBLANC: Plaintiff doesn't have any further
11 witness testimony regarding the motion for a new trial, and
12 we would be happy to answer any questions Your Honor has,
13 but we would stand on the arguments and evidence presented
14 in our briefs.

15 THE COURT: All right. Anything, sir?

16 MR. LEHRER: I don't have anything further on the
17 motion for new trial, Your Honor. Before we close though,
18 I would like us to -- I think we're going to address the
19 attorney's fees issue.

20 THE COURT: All right. And Mr. LeBlanc, I see that I
21 gave you the ten days to address it. And I know you did.
22 Anything else that you'd like to put on the record or would
23 you like to stand on your filings? I haven't had the
24 opportunity to review everyone's filings.

1 MR. LEBLANC: Well, it's the Defendant's motion, I
2 believe they should go first and I should respond.

3 THE COURT: But you want to be -- okay. But he had
4 already gone and you wanted me to --

5 MR. LEBLANC: Oh, I didn't realize that.

6 THE COURT: I'm talking about at the actual trial, so
7 I just didn't know -- I was going to give you time to
8 orally respond. I obviously gave you the ten days to
9 physically respond. I didn't know if there was anything
10 else that you'd want to put on the record apart from what
11 you've already got in your filings?

12 MR. LEBLANC: Absolutely. As we stated in our
13 filings, it was a difficult procedure or posture that Your
14 Honor placed the Plaintiff in in responding to Defendants'
15 motion for attorney's fees. Specifically, the Defendants'
16 made a motion for attorney's fees regarding the breach of
17 contract claim, which the Court ruled as a matter of law
18 did not exist. The contract did not exist. There was no
19 meeting of the minds. Before the Defendants' finished that
20 first sentence, the Court granted the motion for attorney's
21 fees. The Plaintiff had no opportunity to understand who
22 was requesting the attorney's fees, the amount of the
23 attorney's fees, and whether any of the six factors that
24 the South Carolina Supreme Court says needs to be
25 considered in awarding attorney's fees. So the Plaintiff's

1 response to the Defendants' motions for attorney's fees
2 addressed that procedural irregularity in the Defendants'
3 motion for attorney's fees.

4 In addition, you know, from sitting here today for a
5 couple of hours watching Your Honor decide various motions,
6 you know, I observed Your Honor never granted any motion
7 without A) allowing both parties to be fully heard, and B)
8 the preponderance of the motions Your Heard today, Your
9 Honor took the motions under advisement, sometimes at the
10 request of the parties and sometimes not. And I certainly
11 respect that your clerk is out this week and that may be
12 the reason, but that's another piece of evidence that we,
13 the Plaintiffs, are faced with where Your Honor ruled on
14 the Defendants' first motion for attorney's fees before
15 they finished their sentence and before allowing any
16 response from the Plaintiff.

17 As to the second motion for attorney's fees, again,
18 Your Honor granted that motion immediately without hearing
19 any response from the Plaintiff, without hearing any of the
20 six factors that are required to allow an award of
21 attorney's fees. So the Plaintiff's responses to the
22 Defendants' motions for attorney's fees address those
23 procedural defects. And based on that, we believe both
24 motions should have been denied.

1 Now, after we filed those responses, the Defendants
2 filed two things. One, they filed a reply brief that,
3 again, did not identify the amount of the fees, any of the
4 factors to support a fee award, and then three or four days
5 later, for the first time, the Defendants filed an
6 affidavit from Mr. Lehrer.

7 I can't comment on the veracity of the affidavit
8 because I don't have discovery or personal information of
9 any of the information contained in the affidavit except to
10 say two things. One, a couple of weeks before trial, Mr.
11 Lehrer indicated to me that he was charging his clients
12 \$450 per hour. His affidavit says he was charging them
13 \$390 per hour. You know, that's certainly in the
14 Plaintiff's favor that his hourly rate is not as high as he
15 indicated, but it goes to the veracity of a court officer
16 of statements that they've made to another court officer.
17 Secondly, a portion of the affidavit includes -- or a
18 portion of the fees that they are seeking includes
19 approximately \$125,000 that were billed by -- that were
20 charged to the client by Bill Harvey. Bill Harvey, if the
21 Court recalls, was originally representing the Defendants
22 in this case for a couple of years. Bill Harvey filed the
23 first motion for summary judgment, fully briefed it, argued
24 it, and received a denial of that motion for summary
25 judgment. At that point, Bill Harvey was replaced by

1 Defendants' current counsel who, as Your Honor knows from
2 practicing law 20 years, had to come up to speed on two
3 years of discovery. Plaintiff respectfully asserts that
4 that \$125,000 charged to Bill Harvey -- charged by Bill
5 Harvey should be denied as either duplicative of what the
6 Defendants' current counsel then charged to come up to
7 speed and filed two more summary judgment motions, one of
8 which was withdrawn, and the other, which also had a full
9 briefing schedule, a full hearing, and a full ruling by
10 this Court. Based on that information, the Plaintiff
11 respectfully asserts as stated in our brief and relying on
12 our brief and supplemental memorandum, which one point I
13 want to bring up about that, the supplemental memorandum
14 points out a couple of deficiencies that still exist in the
15 Defendants' motion for attorney's fees, one of which is
16 Defendant Bannon never incurred any attorney's fees. And
17 the case cited in our supplemental brief is Williams vs --
18 I forget the last name, but it's a Supreme Court -- South
19 Carolina Supreme Court case directly on point that says if
20 a party does not incur fees, they cannot recover attorney's
21 fees under a provision in a contract. That is directly on
22 all four points with this case. Mr. Bannon never incurred
23 any fees, there's been no declaration, no affidavit that he
24 incurred any fees. To the contrary, Defendants have argued
25 that AssuredPartners provided a defense free of costs to

1 Mr. Bannon, therefore as a matter of law consistent with
2 with the South Carolina Supreme Court holding, the
3 Defendants cannot recover fees that -- for Mr. Bannon that
4 he never incurred.

5 THE COURT: All right. Thank you very much.

6 MR. LEHRER: All right, Your Honor. I'll try to take
7 all these in turn.

8 First of all, you obviously -- and I'm just going to
9 state things you know, just for the record, but you
10 obviously sat through four days of this trial and observed
11 the complete lack of evidence to support these claims,
12 which, I believe, warranted a quick ruling on the motion
13 for fees. On top of that, we had something I'd never
14 witnessed before in any case I've ever had where we had the
15 Plaintiff's own attorney testify and on cross said that if
16 Mr. Bannon won, the intent of the agreement was that he
17 would get his fees. I mean we just -- the fact that they
18 haven't -- they presented our case for us on the fee issue,
19 wanted a quick decision on that. We clearly have a
20 contract they sued on that has a mandatory fee provision in
21 it, and they lost. Now, Your Honor, in granting
22 declaratory judgment is not ruling as a matter of law that
23 there is no that there is no contract. Your ruling is that
24 they haven't met their proof. They had to prove certain
25 elements of their claim, and a directed verdict is by

1 nature you had to prove in your claims, I don't even get to
2 send this to the jury because you haven't proven your
3 claims. It's not a matter of law decision that there is no
4 contract. And there were multiple grounds that Your Honor
5 talked about in the declaratory judgment. The statute of
6 frauds was a glaring issue in this case with them not
7 having a signed copy. And in our brief, we did point out
8 the case of FICI vs. Koon, 372 S.C. 341. It's a 2007
9 Supreme Court case where this exact issue came up. It was
10 a statute of frauds on a contract. The Court of Appeals --
11 the Trial Court in the Court of Appeals denied the fees
12 because they kind of said what they did -- well, there
13 wasn't a contract because the statute of frauds. The
14 Supreme Court reversed and said, no, the statute of frauds
15 is an affirmative defense, if you win on it, you still win
16 as the prevailing party under the contract. There are
17 multiple grounds for the breach of contract claim to
18 warrant fees for Mr. Bannon, not to mention to me the most
19 persuasive being their own witness that warranted a
20 granting of those fees.

21 And, Your Honor, I believe at one point before your
22 declaratory judgment ruling you mentioned that you went
23 back and looked at some of the pleadings, and I would point
24 out that in some of these prior motions, we put a section
25 in our briefs on summary judgment requesting these fees.

1 We've made it clear to them from the beginning of this case
2 we are seeking fees. You sued Mr. Bannon. You've drug him
3 through five years of litigation on a contract that you
4 could never produce a completed or signed copy. And for
5 them to come into court now and say, oh, there's no
6 contract, you don't get your fees, when they clearly were
7 seeking that is just another piece of evidence of bad faith
8 in this case. And there is a ton of it, and it will be
9 presented to the Court of Appeals I'm sure, and I'm looking
10 forward to doing that. So, Your Honor, there was plenty of
11 basis for that. Mr. Bannon doesn't have to pay the fees.
12 This case that they point out, this Williams case, that
13 case, the attorney and the party were close friends, and he
14 took it on for free. There was never a fee agreement,
15 there was never a discussion, the guy never paid any fees
16 because he was doing his buddy a favor, the Court -- the
17 Court in that case said there's -- there's no basis for
18 fees because none was occurred, none was paid. Here, which
19 is what's very common in these types of cases, the
20 employer, the new employer, AssuredPartners, has to come on
21 and take on the costs of these defenses. Mr. Bannon does
22 not have the financial ability to defend himself in a trade
23 secrets contract case of this magnitude. And that's what
24 I'm sure they would hope for, that he couldn't afford it.
25 They drag him through five years of litigation, luckily

1 AssuredPartners paid it on his behalf, they were also a
2 party, we've cited cases in our briefs where that is very
3 common in other jurisdictions in these types of cases, and
4 fees are normally awarded.

5 Despite all that, it really doesn't matter because you
6 also granted the fees on the trade secret -- the bad faith
7 trade secret claim, Your Honor. We get our fees under that
8 statute as well, so it really doesn't matter. Like -- it's
9 kind of the either/or, that's our -- the backup. We're
10 entitled to our fees in total.

11 As to the comment that Mr. LeBlanc says that I made
12 about the fees, he's right, I did tell him -- I think I
13 said 450.

14 MR. LEHRER: What did you say I said?

15 MR. LEBLANC: Four fifty.

16 MR. LEHRER: Four fifty. That is my standard rate,
17 Your Honor, and I do work for AssuredPartners a lot on a
18 big scale, multiple states, I've handled a lot of
19 injunctions for them, and my standard rate for them is 450.
20 I didn't realize that when I took this case on, I gave them
21 a discount, and my rate in this case was 380. And that
22 hurt me to see that, because honestly they should be paying
23 the 450. They got a break, and they should be glad for it.
24 I'm not lying to Mr. LeBlanc, and I could have. I mean,
25 look, lawyers engage in tactics back and forth. Mr.

1 LeBlanc says, you know, we're not going to settle for less
2 than 300,000, which are our fees today. Look, none of that
3 matters, the lawyer bolstering. But listen, my credibility
4 -- your credibility's been attacked, my credibility's been
5 attacked, everybody's credibility gets attacked because
6 Brian Stritt won't accept any responsibility in this case.
7 That's what this is all about.

8 The Bill Harvey fee, you know, that's another
9 hypocritical statement. They've -- they've just brought on
10 new counsel. They've got four -- now five attorneys listed
11 in this case. Bill Harvey brought me on. We were both
12 engaged for a short period of time, he remained involved.
13 I consulted him throughout the case. Yes, I took over as
14 primary counsel, but he was involved up until near the end
15 of this, and when we decided it wasn't necessary for trial
16 to have him, and then we brought Ed Carlstedt on to come in
17 and help us try it. These are big cases. You just can't
18 do it alone. It would kill me, Your Honor. So for them to
19 say that some how Bill Harvey's fees aren't -- aren't
20 warranted when they had counsel at the beginning Mr.
21 LeBlanc took on, it's just ridiculous, Your Honor, as most
22 of these arguments are.

23 And then this, finally, Your Honor, the hypocrisy of
24 saying that Mr. Bannon didn't occur any fees so he's not
25 entitled to it. It's just the hypocrisy of this just

1 drives me crazy. Mr. Stritt testified that he is paying
2 Forum Benefits, LLC's, legal fees personally. They didn't
3 incur any fees but, yet, throughout this whole case, they
4 were seeking their fees. It is just ridiculous how they
5 can switch. And when things aren't going their way, they
6 switch and they're just going to blame somebody else. They
7 did the exact same thing, we pointed out judicial estoppel
8 in our briefs, Your Honor. I could go on and on, but I
9 think that will be sufficient.

10 Well, finally, Your Honor, we did submit an affidavit
11 of fees. You requested it. I've gone through in detail --
12 I spent a lot of time on that affidavit, I believe I've
13 covered every element of what's required to award fees.
14 We've attached all of the information that we believe the
15 Court would need to make that ruling. If there's anything
16 else that I can answer on that, I'd be happy to do so.

17 MR. LEBLANC: Briefly, three issues I'd like to
18 address. I kept hearing the statement of directed verdict
19 does not mean that there is no contract, it just means that
20 the Plaintiff did not prove their case. And that's just
21 legally, factually wrong. The Court ruled as a matter of
22 law that there was no meeting of the minds, therefore there
23 was no contract. That's the Court's ruling. That's what
24 we're addressing with. It is not judicial estoppel for the
25 Plaintiffs to now seek to follow the Court's ruling and

1 argue how can you rule on the one hand that there has been
2 no meeting of the minds and therefore there's no contract,
3 but there is still an attorney's fee provision to enforce.
4 It makes no sense.

5 To the case of -- I'm sorry --

6 MR. LEHRER: No, I thought you were done.

7 MR. LEBLANC: Three things. Second thing, the FICI
8 case, that's a case Judge Toal wrote the opinion on and,
9 you're right, she overruled the Trial Court and the Court
10 of Appeals. Judge Toal ruled that there was a contract to
11 purchase property. There was a valid contract. The
12 contract complied with all of the elements of a contract, a
13 meeting of the minds, an enforceable contract. A part of
14 that contract described the property to be conveyed, and
15 that part of the contract did not adequately describe the
16 property to be conveyed. Therefore, under the statute of
17 frauds, they could not enforce that provision of an
18 otherwise valid contract. That's why in that case, FICI,
19 there was a valid contract. In this case, the Court has
20 that there was not a valid contract. That's why FICI does
21 not support their position.

22 Mr. Lehrer said, and a lot of times during the trial
23 and, today, we've had to respond to things on the fly. Our
24 briefs discuss some of the Court's rulings about
25 admissibility of evidence to impeach witnesses and today

1 yet I heard another one. Mr. Lehrer said that Bill Harvey
2 continued to assist AssuredPartners in counseling and
3 consulting in this case right up through trial and then
4 they replaced him with Ed Carlstedt. Well, Bill Harvey's
5 affidavit says that he provided, and I'm reading from
6 paragraph five of his affidavit, "Attached as Attachment 1
7 to my affidavit is a spreadsheet showing the fees and costs
8 billed by Harvey and Battey related to this case from
9 December of 2016 through July of 2019. Now, the Court's
10 left with the factual dispute of did Bill Harvey continue
11 to work for the Defendants free without providing any
12 services, which would probably be a record in America, or
13 is this a mistake or did he just not work for the
14 Defendants any further after 2019 as I indicated that he
15 had been replaced.

16 To the extent I didn't say it before, the Plaintiff
17 wants to be clear that we're relying on all of the
18 arguments and evidence presented in our briefs for the
19 attorney's fees motions as well.

20 MR. LEHRER: Your Honor, just a few things. I don't
21 know, you know, what Bill Harvey billed or didn't. I'm
22 looking back through my emails, and I've got communication
23 from him. I mean I've got -- I don't know if you want me
24 to put any of this in the record, I've got emails with him
25 that will go all the way through after he stopped billing.

1 And obviously with a case of this magnitude, the local
2 presence, I was consulting with him. I don't know if it
3 was just minor enough where he didn't bill it or not, but I
4 can -- I can show these emails to the Court if that's
5 relevant. You know, obviously there's privilege issues.

6 All right, let's see, I guess just finally, Your
7 Honor, the issue on declaratory judgment is just by nature
8 -- and we moved -- we moved for declaratory judgment saying
9 the Plaintiff has not proven their case. You're not in
10 obviously a position to be the decider of the case at that
11 point, and to make an affirmative ruling on whether there
12 was or was not a contract. And it's my understanding that
13 what you did and what your intent was was to say they had
14 not proven their case, as was all -- I mean, I think that
15 on the trade secrets, you adopted all of Mr. Carlstedt's
16 arguments. All those arguments where they haven't proven
17 X, Y, Z. That's the same with the contract. There was no
18 finding as a matter of law that a contract didn't exist.
19 The finding was that they haven't proven a meeting of the
20 minds along with a laundry list of things they didn't
21 prove. I mean that's just -- the nature of this case is
22 they failed on so many levels on their claim, and that is
23 why a declaratory judgment wasn't proper.

24 Nothing further, Your Honor.

1 THE COURT: All right. So let me just place some
2 things in the record that need to be established and make
3 sure that everything is clear for the record.

4 The way actually everything -- apart from what some of
5 the witnesses saw or what they viewed, I believe the record
6 is very clear and we addressed this twice previously at the
7 trial was that, I think, hopefully the record reflects all
8 this, if not, I want to make sure it's clear that I think I
9 indicated either the following day or the day of that I
10 came into the courtroom and I saw Mr. Ward. And I said --
11 and I believe -- and I believe I said there's no way -- I
12 thought to myself there's no way that there's two Mack
13 Wards. So if I'm not mistaken, we began the trial. We
14 went through I think all the way to the first break. So
15 obviously not knowing what was going to happen next, I
16 immediately let the parties know that I knew him, right?
17 So I unfortunately didn't do it on the record, but I took
18 both of you aside to a sidebar, and I said, "Hey, I need to
19 let you know" -- I didn't say Mack, I said, "I need to let
20 you know I know one of your witnesses. Mack Ward and I
21 went to Wofford together." All right. And you said,
22 "Okay," and "Okay." And I then said, "Well, I would like
23 to go say hello, I haven't seen him in an extremely long
24 time." There seems to be some issue in a lot of these
25 filings that we were somehow -- or they're attempting to

1 say that we were really close friends. I think I put on
2 the record, "If I have seen him before 2005, then I don't
3 recall it." I believe the last time I saw him was at a
4 wedding in 2005." So the fact that we -- that there's some
5 personal -- you know, we just have this big extensive
6 relationship is just 100 percent untrue. And so I just
7 wanted to put that on the record. I went over, I spoke to
8 him, hadn't seen him again in 14, 15 years, we talked, we
9 caught up. Again, I don't think it lasted more than a
10 minute or two. I was attempting to be somewhat -- I wanted
11 to be -- so everybody understood why I was speaking to a
12 witness was I wanted to make sure it was very obvious and
13 open and apparent as to why I was did it, and I said that
14 we were college friends and that I hadn't seen him in so
15 long and I wanted to say hello. I don't think I was the
16 one that said "If we had cell phones, we wouldn't be in
17 this position." I think Mack said that, and I said that
18 Mack said that. But maybe the record will correct me. I'm
19 pretty sure that's what I said. I don't think I make that
20 statement. But anyway, that's a semantic one that seems to
21 keep coming up. So I did want to address it.

22 The Facebook issue again is 100 percent semantics. I
23 used to be on Facebook everyday all day with my law firm.
24 I mean I was liking everybody. I could like every lawyer.
25 I could like every old friend. I could like -- I wanted

1 everybody on my Facebook pages. Obviously now that's gone
2 away, my pages are to be private. I don't think -- y'all
3 can correct me, y'all can go back and look, I don't think I
4 have posted anything since my daughter's birth and she's
5 nine years old. What I meant by that was I just don't mess
6 with Facebook and social media. I don't post. Now do I go
7 on Facebook like everybody else? Sure. But as you saw,
8 I'm not friends with Mack. I don't know anything about
9 what goes on. All I was saying was the reason I was
10 speaking to him was because I had no acknowledgment of what
11 or anything he had been doing, and therefore I was just
12 going to -- I said that I don't do Facebook or whatever the
13 case may be. I'm not sure why that is such a big issue to
14 be brought up. But, again, for the record, just in case it
15 ever comes down the -- becomes an issue down the road, I
16 believe, Ms. Karen, were you in here when -- who was it?

17 MADAM CLERK: It was Kristen, the clerk.

18 THE COURT: Okay, so there's Kristen, the clerk, I
19 know Rick was in here. I don't recall which deputy was in
20 here. So I just want to make sure that the record
21 indicates who all was here if it ever needs to be an issue
22 down the road.

23 But as to the motion itself, I'm going to -- I
24 appreciate --

1 MR. LEBLANC: May I ask one question for Your Honor's
2 clarification?

3 THE COURT: Sure.

4 MR. LEBLANC: I thought during our oral motion for
5 Your Honor to recuse yourself, and I may have
6 misunderstood, but I've read the transcript, that Your
7 Honor said that you invited Mack Ward back into chambers
8 alone.

9 THE COURT: I did. I did not go alone. Rick came
10 with me. When he came back into chambers, I introduced him
11 to Aimee, and then I had Rick bring him completely back
12 out.

13 MR. LEBLANC: When I say "alone," I mean without
14 anybody from the Plaintiff's --

15 THE COURT: That's correct. And so I am going to take
16 the motion under advisement, and I appreciate y'all coming
17 all the way down here. Sorry today was just so hectic, but
18 I try to get through everything each day. So again, please
19 travel safe back to Greenville, and I will get you my
20 ruling as soon as I have an opportunity to get to it.

21 Thank you very much.

22 MR. LEBLANC: Thank you, Your Honor.

23 MR. LEHRER: Thank you.

24 (Whereupon, the hearing was concluded.)

25

1

2

3



Brian Bannon <bbannon1996@gmail.com>

Re: Charleston office plans (Outlook isn't functioning so I'm having to use Gmail)

1 message

Brian Bannon <bbannon1996@gmail.com>
To: bstritt@palmettobenefit.com

Sun, Jul 7, 2013 at 4:00 PM

Hey,

I'm sorry for any confusion (please see 4/21 email below confirming my training completion date of 8/6). What equipment would you need to pick up? I'm not at the house during the week and would need to coordinate this with Renee's schedule. I look forward to working with Kim.

(Outlook stopped functioning on 7/3, so I can no longer send/recieve emails from my desktop).

Bri,

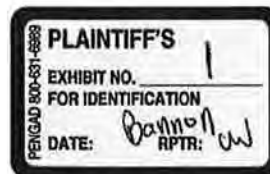
I wanted to thank you again for handling everything as well as you have. I threw you a curve-ball last week, and the timing probably couldn't have been much worse. I know you're trying to juggle a lot of different balls at the moment, so I really appreciate you hearing me out and giving me the opportunity to continue working with PBM.

This is what I came away with from our conversation over the phone on Friday. In lieu of a salary, we're moving forward with a 60/40 PBM/Bannon commission split, 1099 employment status, no benefits, and no office expense reimbursement. If it suits you, let's get back together in January to make sure this still works for us. On a personal note, I consider myself fortunate to work with you and the company you've built. Our office is full of outstanding people, every one of them deserves an "A" for professionalism and competency, I really mean this.

We'll make this work, I'll continue to grow my block of my off fire-department days both in Charleston and further down the coast toward Hilton Head, Savannah. My 15 weeks of training will be complete around 8/6, so I will give you an off-day work schedule afterwards. My hours are 8-5pm M-F. I'll try to respond to e-mails and voicemails daily. In the meantime, call or e-mail me as needed.

Thanks again for everything.

Brian Bannon



PALMETTO BENEFIT MANAGEMENT
Healthcare Analysts and Benefit Managers

Palmetto Benefit Management
1005 Albatross Ln., Mt. Pleasant, SC 29466
M: 843.860.1291

Corporate Office
23 Cleveland St, Suite B; Greenville, SC 29601
864.233.1101 F: 864.233.6902 TF:888.233.0301
www.PalmettoBenefit.com

Reminder: Emails with client name, SS# or DOB, etc. AND protected health information (PHI) must be encrypted. The information in this email and any attachments are for the sole use of the intended recipient and may contain privileged and confidential information. If you are not the intended recipient, any use, disclosure, copying, or distribution of this message or attachment is strictly prohibited. If you believe that you have received this email in error, please contact the sender immediately and permanently delete this email and all of its attachments.

From: Brian Stritt
Sent: Wednesday, July 03, 2013 4:37 PM
To: Brian Bannon
Subject: Charleston office plans

Bri,

Got your message last week. Not thrilled about the five weeks, you only told me about the first six. We hired Kim from Gallagher, we will get a time next week to go down to Charleston with her and start introducing her to accounts. Need to pick up some of the equipment, will let you know when.

Hope training goes well.

Brian Stritt

PALMETTO BENEFIT MANAGEMENT
Insurance Brokers and Benefits Consultants

23 Cleveland St., Ste. A. • Greenville, SC 29601
864.233.1101 • Fax 864.233.6902 • TF 888.233.0301
www.palmettobenefit.com

Dear Haskell

From: Brian Bannon <bbannon1996@gmail.com>
Sent: Monday, October 31, 2016 11:05 AM
To: Jon Taylor
Subject: Re: Account report

Jon,

Once Benesolv has confirmed they've copied EE navigator websites over from Forum we're ready. List of current Navigator Clients:

Premier Logistics - (Pending.....UserID/Pass have been sent to Benesolv)
Carolina Youth - (Pending.....UserID/Pass have been sent to Benesolv)
Alpha Genesis - (Pending.....1094/1095 reporting ONLY. No UserID/Pass or employer access)
St. Andrews Public - (Final AOR mtg. this wk....still need UserID/Pass info.)
Stuhr Funeral - (not likely...will talk to after AOR's are sent in)
MSI Viking (will AOR them in December)

I'll call the rest of my smaller accounts that I haven't talked to when I send in the AOR's.

Thanks,

Brian

On Mon, Oct 31, 2016 at 8:47 AM, Jon Taylor <Jon.Taylor@assuredptrnl.com> wrote:

Thanks Brian. Looks good and let me know if you're ready to drop these for 11/1.

Look forward to get you rocking in a new direction here.

From: Brian Bannon [mailto:bbannon1996@gmail.com]
Sent: Sunday, October 30, 2016 1:43 PM
To: Jon Taylor <Jon.Taylor@assuredptrnl.com>
Subject: Account report



Jon,

I'm sending this to you just to give you an idea of what's likely to move over

(I can't look up/download any of my current client policy info from Forum, so I'm filling in manually as best I can). The Report is incomplete.

Accounts are listed alphabetically. If the BOR date cell is filled in, then I've already spoken with the client. If it's Blank, then I haven't. Small accounts will be contacted by telephone later this week.

Brookgreen isn't likely (I'll talk with them after I send in BOR's)

Wholesale Boutique isn't coming (they're leaving Forum anyways)

Stuhr Funeral may not come...12/1 Open Enrollment mtgs & on-boarding to EE Nav. on 11/9

Thanks,

Brian

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2016-CP-07-2541

Forum Benefits, Inc.,

Plaintiff,

v.

Brian Bannon and Assured Partners, NL

Defendants.

**DEFENDANT BRIAN BANNON'S,
RESPONSES TO PLAINTIFF'S
REQUEST FOR ADMISSIONS TO
DEFENDANT**

TO: WM. WESTON J. NEWTON AND DEAN S. HASKELL, ATTORNEYS FOR PLAINTIFF:

The Defendant, Brian Bannon (herein "Bannon"), by and through undersigned legal counsel for Defendant, hereby responds to Plaintiff's Request for Admissions as follows:

1. During the period of January 1, 2016 to November 15, 2016, Brian Bannon ("Bannon") accessed, copied or downloaded files from Plaintiff's computer systems that included any of the following data:

- a. Employer navigator guides
- b. Forum Benefits' business policies
- c. User guides
- d. Forum Benefits' pricing policies/formulas

RESPONSE: Denied.

2. During the period of May 1, 2016 to November 15, 2016, Brian Bannon accessed, copied or downloaded information from Plaintiff's computer systems containing information protected from disclosure and/or use by the Health Insurance Portability and Accountability Act.

RESPONSE: Admit for the period May 1 to October 13, 2016.

3. That Plaintiff's employer navigator guides, business policies, user guides or pricing policies/formulas have actual or potential value.

RESPONSE: This request is confusing, as it does not specify to whom it is referring. If the request is seeking whether the stated items have actual or potential value to the Defendants, the request is denied.

4. That Plaintiff's employer navigator guides, business policies, user guides or pricing policies/formulas are not readily ascertainable by the public.

RESPONSE: Defendant does not have knowledge sufficient to admit or deny this request, and therefore the request is denied.

5. That Brian Bannon was soliciting business for Assured Partners while acting as a 1099 employee of Plaintiff or holding himself out as an employee or authorized representative of Plaintiff.

RESPONSE: Denied. Defendant is an independent contractor and told this to all clients.

6. That Assured Partners was aware that Brian Bannon was soliciting business on its behalf while he was acting as a 1099 employee of Plaintiff or holding himself out as an employee or authorized representative of Plaintiff.

RESPONSE: Denied. Defendant is an independent contractor. When Bannon began employment with Assured Partners on October 15, the hope was that Bannon's clients would follow him with their business.

7. That Brian Bannon personally or through a third party caused the removal or destruction of file(s) containing information on his employment by Plaintiff from Plaintiff's offices prior to December 1, 2016.

RESPONSE: Denied.

8. That Assured Partners was aware that Bannon was accessing, copying or downloading files from Plaintiff's computer systems during the period of May 1, 2016 to November 15, 2016.

RESPONSE: Denied.

9. That during the period of May 1, 2016 to November 15, 2016, Bannon shared files containing Plaintiff's employer navigator guides, loss ratios, Plaintiff's business policies, user guides or Plaintiff's pricing policies with Assured Partners.

RESPONSE: Denied.

10. That during the period of May 1, 2016 to November 15, 2016, Bannon accessed, copied or downloaded information from Plaintiff's computer systems for the benefit of Bannon or Assured Partners.

RESPONSE: Admit that from May 1, 2016 to October 13, 2016, Bannon accessed or downloaded information from Plaintiff's computer system for the benefit of Bannon. Otherwise denied.

11. That during the period of May 1, 2016 November 15, 2016, Bannon advised Assured Partners that he was accessing, copying or downloaded information from Plaintiff's computer systems for the benefit of Assured Partners.

RESPONSE: Denied.

HARVEY & BATTEY, P.A.

By:  _____

WILLIAM B. HARVEY, III
Post Office Box 1107
Beaufort, South Carolina 29901-1107
843-524-3109 telephone
843-524-6973 telefax
bharvey@harveyandbattey.com
Attorney for Defendants
Brian Bannon and Assured Partners, NL

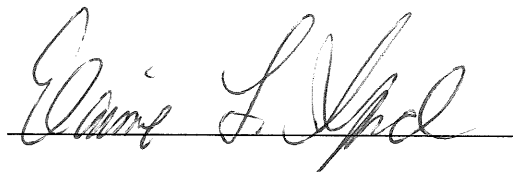
Beaufort, South Carolina

Dated: April 20, 2017

CERTIFICATE OF SERVICE

The undersigned, Elaine L. Shepherd, hereby avers that she is a Paralegal of Harvey & Battey, P.A., Attorneys for the Plaintiff, and that on the 20th day of April, 2017, a true and accurate copy of the attached **Defendant Brian Bannon's Responses to Plaintiff's Requests for Admission** was served upon the Parties as follows via email and regular mail:

Wm. Weston J. Newton
Dean S. Haskell
Jones, Simpson & Newton, P.A.
P.O. Box 1938
Bluffton, SC 29910

A handwritten signature in cursive script, reading "Elaine L. Shepherd", is written over a horizontal line.

Elaine L. Shepherd

Dean Haskell

From: Brian Bannon <bbannon1996@gmail.com>
Sent: Monday, October 31, 2016 11:25 AM
To: Jim Brady
Cc: Jon Taylor; Kelly Hagan; Mack Ward
Subject: Re: Introducing Brian Bannon

I'm on it....will get back to you. Brian

On Mon, Oct 31, 2016 at 11:21 AM, Jim Brady <jim.brady@benesolv.com> wrote:

Brian, we tried to login as both of these people listed below over the weekend and we are not able to login, both had a password invalid error returned. We copied and pasted directly from the below so I am not sure why they wouldn't work. Can you check and see if they work for your team or the group? Thanks

JIM BRADY | DIRECTOR

BeneSolv, an **ASSUREDPARTNERS** company
895 Central Ave. Suite 1000, Cincinnati, OH 45202

P: 513-250-3035 | **F:** 513.624.1732 | **E:** jim.brady@benesolv.com

www.BeneSolv.com

[Disclosure](#)

From: Brian Bannon [mailto:bbannon1996@gmail.com]
Sent: Thursday, October 27, 2016 1:05 PM
To: Jon Taylor; Kelly Hagan; Jim Brady
Cc: Holly Schardine; Mack Ward
Subject: Re: Introducing Brian Bannon



Jim/Kelly,

Please use the attached info. to make copies of the Employee Navigator websites for the following clients that are moving with me to Assured Partners/NL:

Carolina Youth Development Center

Carriers: BCBS of SC, AlwaysCare, Mutual of Omaha

Renewal Dates: 10/1

1095/1094 filing service: No

Employer Actively using EN: No (under construction to actively enroll employees)

Employees Actively using EN: No (under construction)

Employer User ID: tmcclam0806

Password: Sydney0806#

Premier Logistics Solutions

Carriers: BCBS of SC, Guardian

Renewal Dates: 4/1

1094/1095 filing service: Yes

Employer Actively using EN: Yes

Employees Actively using EN: Yes

Employer User ID: Morteraa

Password: Premier904?

Alpha Genesis

Carriers: BCBS of SC, Guardian, Companion Life

Renewal Dates: 1/1

1094/1095 filing service: No

Employer Actively using EN: No

Employees Actively using EN: No

Employer User ID: None

Employer Password: None

(Alpha Genesis has signed up 1094/1095 filing service only. Currently using ADP for payroll)

*Premier Logistics is priority as their employees are actively using EN for enrollments/changes. If at all possible I'd like for them to enrollment capability ASAP and prior to 1/1.

Carolina Youth Development Center, and Alpha Genesis are fine with going live on EN on 1/1.

If you have any trouble with UserID/Passwords please let me know.

Thanks for your help,

Brian Bannon
(843) 860-1291

On Tue, Sep 13, 2016 at 10:13 PM, Jon Taylor <Jon.Taylor@assuredptrnl.com> wrote:

Hey Jim / Holly,

I've cc'd Brian Bannon.

Brian works with the same agency "Forum" that Mack Ward worked with and needs to understand the system only solution for his clients that he's moving over to our Charleston office.

If you would, share your contact info with Brian and you guys connect to outline a plan to roll this business over. What timeline is realistic, etc.

Brian, feel free to reply to all with a summary of your book of business, expectations, etc.

I'd like to see final pricing for approval.

Thank you,

JT

Jon Taylor

Managing Director

AssuredPartners NL

3860 Faber Place Drive, Suite 400

N Charleston, SC 29405

P 843.552.3464 F 843.569.7209 C 843.817.2300

jon.taylor@assuredptrnl.com

www.assuredptrnl.com



DISCLAIMER

Dean Haskell

From: Brian Bannon <bbannon1996@gmail.com>
Sent: Wednesday, November 09, 2016 9:34 AM
To: Jim Brady
Cc: Jon Taylor; Kelly Hagan; Mack Ward
Subject: Re: Introducing Brian Bannon

Jim,

That's incorrect. I sent you an email yesterday from my Assured Partners email for another client (St. Andrews Public Service District. That brings the total to three (3).

Thanks,
Brian Bannon

On Tue, Nov 8, 2016 at 6:33 PM, Jim Brady <jim.brady@benesolv.com> wrote:
Subject:

Brian, they are working, we have downloaded all current enrollment details, we are next going to take screenshots and build the plans in the next couple of days. TO confirm, we are only building the two sites for Premier and Carolina Youth. The other site we don't have any details for an will not be able to build. Thanks

JIM BRADY | DIRECTOR

BeneSolv, an ASSURED PARTNERS company
895 Central Ave. Suite 1000, Cincinnati, OH 45202
On Tue, 8/11/16
P 513-250-3035 | F 513-624-1732 | E jim.brady@benesolv.com
www.BeneSolv.com

Disclosure

From: Brian Bannon [mailto:bbannon1996@gmail.com]
Sent: Monday, November 07, 2016 2:49 PM
To: Jim Brady
Cc: Jon Taylor; Kelly Hagan; Mack Ward

Subject: Re: Introducing Brian Bannon

Jim/Kelly,



I hope you guys are doing well.

Please confirm that the updated Pass/UserID's for EE Navigator I sent you on 11/2 are working (see previous email for the Carolina Youth Development, and Premier Logistics).

Thanks,

Brian Bannon

On Wed, Nov 2, 2016 at 3:08 PM, Brian Bannon <bbannon1996@gmail.com> wrote:

Jim/Kelly

Please find the correct Employee Navigator userID/passwords. I've logged into and have verified they're both working.

Carolina Youth Development Center

Employer User ID: tmcclam0806

Password: sydney0806#

Premier Logistics Solutions

Employer User ID: morteraa

Password: Premier904?

Alpha Genesis - They're only signed up for Navigator's 1094/1095 filing service, but not actively enrolling. They haven't been given userID/Password.

Please let me know if you need anything else.

Brian Bannon
(843) 860-1291

On Mon, Oct 31, 2016 at 11:25 AM, Brian Bannon <bbannon1996@gmail.com> wrote:

I'm on it....will get back to you. Brian

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Disclosure

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Cc: Holly Schardine; Mack Ward
Subject: Re: Introducing Brian Bannon

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Carriers: BCBS of SC, Guardian

Renewal Dates: 4/1

1094/1095 filing service: Yes

Employer Actively using EN: Yes

Employees Actively using EN: Yes

Employer User ID: Morteraa

Password: Premier904?

Alpha Genesis

Carriers: BCBS of SC, Guardian, Companion Life

Renewal Dates: 1/1

1094/1095 filing service: No

Employer Actively using EN: No

Employees Actively using EN: No

Employer User ID: None

Employer Password: None

(Alpha Genesis has signed up 1094/1095 filing service only. Currently using ADP for payroll)

Premier Logistics is priority as their employees are actively using EN for enrollments/changes. If at all possible I'd like for them to enrollment capability ASAP and prior to 1/1.

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I've cc'd Brian Bannon.

Brian works with the same agency "Forum" that Mack Ward worked with and needs to understand the system only solution for his clients that he's moving over to our Charleston office.

If you would, share your contact info with Brian and you guys connect to outline a plan to roll this business over. What timeline is realistic, etc.

I've cc'd

Brian, feel free to reply to all with a summary of your book of business, expectations, etc.

I'd like to see final pricing for approval.

Thank you,

JT

Jon Taylor

Managing Director

AssuredPartners NL

3860 Faber Place Drive, Suite 400

N Charleston, SC 29405

P 843.552.3464 F 843.569.7209 C 843.817.2300

jon.taylor@assuredptrnl.com

www.assuredptrnl.com



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CONFIDENTIAL

Dean Haskell

From: Holly Schardine <holly.schardine@benesolv.com>
Sent: Wednesday, November 09, 2016 3:07 PM
To: Mack Ward
Subject: RE: Employee Navigator Password (s)

Hi Mack,
Jim is taking the lead on these and I've forwarded your email over to him.

From: Mack Ward [<mailto:Mack.Ward@assuresouth.com>]
Sent: Wednesday, November 09, 2016 10:37 AM
To: Holly Schardine
Subject: FW: Employee Navigator Password (s)
Importance: High

Hey Holly,

Just wanted to make sure you got this and knew screen shooting data is a big priority!

To Mack
Thanks,
Mack

Mack Ward
Employee Benefits Advisor
AssureSouth, Inc.
An AssuredPartners Company
291 South Pine Street
PO Box 1713
Spartanburg, SC 29302/29304
P 800.277.6724 F 864.542.0723 Direct 864.541.0179
M 864.237.3643
Mack.Ward@assuresouth.com
www.assuresouth.com



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From: Brian Bannon [<mailto:Brian.Bannon@assuredptrnl.com>]
Sent: Tuesday, November 08, 2016 3:00 PM
To: Jim Brady; Kelly Hagan
Cc: Jon Taylor; Mack Ward; Holly Schardine

11/11/16

Subject: Employee Navigator Password (s)

Importance: High

Hi Jim,

Please find the attached Employee Navigator information for St. Andrews PSD. Also, please see the previous 2 emails below re: Carolina Youth Development Center and Premier Logistics (EE Navigator clients).

St. Andrews Public Service District

Carriers: BCBS of SC/Medical and Dental. Guardian Vision. Companion Life Life/AD&D and Vol. Life

Renewal Dates: BCBS (7/1), Guardian (7/1), Companion (7/1)

- 1094/1095 filing service: Yes
- Is the employer actively using EN: Yes
- Are the employees actively using EN: Yes
- Employer User ID: jpayne@standrewspsd.org
- Password: Joanne2016!

Please try to make copies of all 3 groups as quickly as possible as I'm Agent of Record lettering them and am waiting on confirmation that everything has been copied over. I need to submit AOR's by the end of this week (11/11).

If you have any questions or need anything else let me know. I appreciate your assistance.

Sincerely,

Brian Bannon

(843) 860-1291

Forwarded message -----

From: Brian Bannon <bbannon1996@gmail.com>

Date: Mon, Nov 7, 2016 at 2:49 PM

Subject: Re: Introducing Brian Bannon

To: Jim Brady <jim.brady@benesolv.com>

Cc: Jon Taylor <Jon.Taylor@assuredptrnl.com>, Kelly Hagan <Kelly.Hagan@assuredptrnl.com>, Mack Ward <mack.ward@assuresouth.com>

Jim/Kelly,

I hope you guys are doing well.

Please confirm that the updated Pass/UserID's for EE Navigator I sent you on 11/2 are working (see previous email for the Carolina Youth Development, and Premier Logistics).

On Wed, Nov 2, 2016 at 3:08 PM, Brian Bannon <bbannon1996@gmail.com> wrote:

Jim/Kelly

Please find the correct Employee Navigator userID/passwords. I've logged into and have verified they're both working.

Carolina Youth Development Center

Employer User ID: tmcclam0806

Password: sydney0806#

Premier Logistics Solutions

Employer User ID: morteraa

Password: Premier904?

Alpha Genesis - They're only signed up for Navigator's 1094/1095 filing service, but not actively enrolling. They haven't been given userID/Password.

Please let me know if you need anything else.

Brian Bannon

(843) 860-1291

Dean Haskell

From: Brian Bannon <Brian.Bannon@assuredptrnl.com>
Sent: Wednesday, November 30, 2016 4:02 PM
To: Michelle Fralix
Subject: FW: Renewal

Michelle,

My hard drive broke and I no longer have renewal info. for these guys.

Have we been sent copies of their 1/1 renewal stuff yet?

Brian

From: Paula Gant [mailto:accounting@alphagenesisinc.com]
Sent: Wednesday, November 30, 2016 10:53 AM
To: Brian Bannon <Brian.Bannon@assuredptrnl.com>
Subject: RE: Renewal

Hi Brian,

Next week for me is full. Is the 15th or 16th too late?

Also, how do I sign up employees now. Who do I need to send new enrollee information?

Paula Gant

Accounting and Human Resources

To: Brian
888-789-MONK (6665)
843-589-5190 ext.26 (office)
843-589-5290 (fax)
www.AlphaGenesisInc.com



Please consider the environment before printing this e-mail.

From: Brian Bannon [mailto:Brian.Bannon@assuredptrnl.com]
Sent: Wednesday, November 23, 2016 10:45 AM
To: Paula Gant (accounting@alphagenesisinc.com) <accounting@alphagenesisinc.com>
Subject: Renewal

Hi Paula,

Let me know how you'd like to proceed re: your 1/1 renewal. Also, please send me a few dates that work for you for the renewal meeting.....we're almost in December.

The first week of December maybe?

Have a Happy Thanksgiving!

Brian Bannon, PAHM

Senior Vice President

AssuredPartners NL

8860 Faber Place Drive, Suite 400

North Charleston, SC 29405

C 843.860.1291 P 843.706.2438

F 843.569.7209

Brian.Bannon@assuredptrnl.com

www.assuredptrnl.com

DISCLAIMER

To: [illegible]

From: [illegible]

AssuredPartners NL

[illegible]

	A	B	C	D	E
1	Date	IP address	User	Item	Group
2	11/14/2016 13:52	66.64.252.30	bbannon@forumbenefits.com	EE Nav Wall Updates.pdf	INTERNAL
3	11/14/2016 13:52	66.64.252.30	bbannon@forumbenefits.com	EE Nav Wall Updates.pdf	INTERNAL
4	11/11/2016 13:02	76.3.100.41	bbannon@forumbenefits.com	Berenyi Attestation Signed.pdf	Berenyi
5	11/11/2016 13:02	76.3.100.41	bbannon@forumbenefits.com	Berenyi Attestation Signed.pdf	Berenyi
6	11/11/2016 13:02	76.3.100.41	bbannon@forumbenefits.com	Berenyi Attestation Signed.pdf	Berenyi
7	11/11/2016 13:01	76.3.100.41	bbannon@forumbenefits.com	BCBS Renewal Document.pdf	Berenyi
8	11/11/2016 13:01	76.3.100.41	bbannon@forumbenefits.com	BCBS Renewal Document.pdf	Berenyi
9	11/11/2016 13:01	76.3.100.41	bbannon@forumbenefits.com	BCBS Renewal Document.pdf	Berenyi
10	11/11/2016 13:00	76.3.100.41	bbannon@forumbenefits.com	Medical Renewal.pdf	Berenyi
11	11/11/2016 13:00	76.3.100.41	bbannon@forumbenefits.com	Medical Renewal.pdf	Berenyi
12	11/11/2016 11:45	76.3.100.41	bbannon@forumbenefits.com	BCBS - signed FINAL rates 9.1.2014.pdf	Jordan Construction
13	11/11/2016 11:45	76.3.100.41	bbannon@forumbenefits.com	BCBS - signed FINAL rates 9.1.2014.pdf	Jordan Construction
14	11/11/2016 11:45	76.3.100.41	bbannon@forumbenefits.com	BCBS - signed FINAL rates 9.1.2014.pdf	Jordan Construction
15	11/11/2016 11:45	76.3.100.41	bbannon@forumbenefits.com	BCBS - signed FINAL rates 9.1.2014.pdf	Jordan Construction
16	11/11/2016 11:45	76.3.100.41	bbannon@forumbenefits.com	Jordan Construction HRA Plan Document 090114.pdf	Jordan Construction
17	11/11/2016 11:41	76.3.100.41	bbannon@forumbenefits.com	BCBS Renewal - 9.1.2014.pdf	Jordan Construction
18	11/11/2016 11:41	76.3.100.41	bbannon@forumbenefits.com	BCBS Renewal - 9.1.2014.pdf	Jordan Construction
19	11/11/2016 11:41	76.3.100.41	bbannon@forumbenefits.com	BCBS Renewal - 9.1.2014.pdf	Jordan Construction
20	11/11/2016 11:39	76.3.100.41	bbannon@forumbenefits.com	Companion App.pdf	Jordan Construction
21	11/11/2016 11:39	76.3.100.41	bbannon@forumbenefits.com	Companion App.pdf	Jordan Construction
22	11/11/2016 11:39	76.3.100.41	bbannon@forumbenefits.com	Companion App.pdf	Jordan Construction
23	11/11/2016 11:39	76.3.100.41	bbannon@forumbenefits.com	VSP Information.pdf	Jordan Construction
24	11/11/2016 11:39	76.3.100.41	bbannon@forumbenefits.com	VSP Information.pdf	Jordan Construction
25	11/11/2016 9:33	76.3.100.41	bbannon@forumbenefits.com	Silver 3500 HD SBC.pdf	Magnolia Plantation
26	11/11/2016 9:33	76.3.100.41	bbannon@forumbenefits.com	Silver 3500 HD SBC.pdf	Magnolia Plantation
27	11/11/2016 9:33	76.3.100.41	bbannon@forumbenefits.com	Silver 3500 HD SBC.pdf	Magnolia Plantation
28	11/11/2016 9:33	76.3.100.41	bbannon@forumbenefits.com	Magnolia Plantation Silver 3500 HSA POS Rates Summary SBC.pdf	Magnolia Plantation
29	11/11/2016 9:33	76.3.100.41	bbannon@forumbenefits.com	Magnolia Plantation Silver 3500 HSA POS Rates Summary SBC.pdf	Magnolia Plantation
30	11/11/2016 9:33	76.3.100.41	bbannon@forumbenefits.com	Magnolia Plantation Silver 3500 HSA POS Rates Summary SBC.pdf	Magnolia Plantation
31	11/8/2016 15:46	76.3.100.41	bbannon@forumbenefits.com	Magnolia Plantation_BlueChoice Contract and Rates.PDF	Magnolia Plantation
32	11/8/2016 15:46	76.3.100.41	bbannon@forumbenefits.com	Magnolia Plantation_BlueChoice Contract and Rates.PDF	Magnolia Plantation
33	11/8/2016 15:46	76.3.100.41	bbannon@forumbenefits.com	Magnolia Plantation_BlueChoice Contract and Rates.PDF	Magnolia Plantation
34	11/8/2016 15:46	76.3.100.41	bbannon@forumbenefits.com	Magnolia Plantation_BlueChoice Contract and Rates.PDF	Magnolia Plantation
35	11/8/2016 15:46	76.3.100.41	bbannon@forumbenefits.com	Magnolia Plantation_BlueChoice Contract and Rates.PDF	Magnolia Plantation
36	11/8/2016 15:46	76.3.100.41	bbannon@forumbenefits.com	Magnolia Blue Choice Master Group App_Signed.PDF	Magnolia Plantation
37	11/8/2016 15:46	76.3.100.41	bbannon@forumbenefits.com	Magnolia Blue Choice Master Group App_Signed.PDF	Magnolia Plantation
38	11/8/2016 15:46	76.3.100.41	bbannon@forumbenefits.com	Magnolia Blue Choice Master Group App_Signed.PDF	Magnolia Plantation
39	11/8/2016 15:46	76.3.100.41	bbannon@forumbenefits.com	Magnolia Blue Choice Master Group App_Signed.PDF	Magnolia Plantation
40	11/8/2016 15:45	76.3.100.41	bbannon@forumbenefits.com	Magnolia Blue Choice GRC.PDF	Magnolia Plantation
41	11/8/2016 15:45	76.3.100.41	bbannon@forumbenefits.com	Magnolia Blue Choice GRC.PDF	Magnolia Plantation
42	11/8/2016 15:45	76.3.100.41	bbannon@forumbenefits.com	Magnolia Blue Choice GRC.PDF	Magnolia Plantation
43	11/8/2016 15:44	76.3.100.41	bbannon@forumbenefits.com	2016 Companion Renewal.pdf	Magnolia Plantation
44	11/8/2016 15:44	76.3.100.41	bbannon@forumbenefits.com	2016 Companion Renewal.pdf	Magnolia Plantation
45	11/8/2016 10:12	76.3.100.41	bbannon@forumbenefits.com	Teladoc cancellation.pdf	St. Andrews
46	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	Teladoc cancellation.pdf	St. Andrews
47	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	Teladoc cancellation.pdf	St. Andrews

	A	B	C	D	E
1	Date	IP address	User	Item	Group
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49	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	Teladoc cancellation.pdf	St. Andrews
50	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	St. Andrews TRF Amendment.pdf	St. Andrews
51	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	St. Andrews TRF Amendment.pdf	St. Andrews
52	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	St. Andrews TRF Amendment.pdf	St. Andrews
53	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	St. Andrews PPO Booklet.pdf	St. Andrews
54	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	St. Andrews PPO Booklet.pdf	St. Andrews
55	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	St. Andrews PPO Booklet.pdf	St. Andrews
56	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	St. Andrews Master Group Contract.pdf	St. Andrews
57	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	St. Andrews Master Group Contract.pdf	St. Andrews
58	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	St. Andrews Master Group Contract.pdf	St. Andrews
59	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	St. Andrews Master Group Contract.pdf	St. Andrews
60	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	St. Andrews Master Group Contract.pdf	St. Andrews
61	11/8/2016 10:11	76.3.100.41	bbannon@forumbenefits.com	St. Andrews Master Group Contract.pdf	St. Andrews
62	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	St. Andrews HDHP Booklet.pdf	St. Andrews
63	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	St. Andrews HDHP Booklet.pdf	St. Andrews
64	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	St. Andrews HDHP Booklet.pdf	St. Andrews
65	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	St. Andrews HDHP Booklet.pdf	St. Andrews
66	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	St. Andrews HDHP Booklet.pdf	St. Andrews
67	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	St. Andrews HDHP Booklet.pdf	St. Andrews
68	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	St. Andrews HDHP Booklet.pdf	St. Andrews
69	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	St. Andrews HDHP Booklet.pdf	St. Andrews
70	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	St. Andrews Dental Bookelt.pdf	St. Andrews
71	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	St. Andrews Dental Bookelt.pdf	St. Andrews
72	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	St. Andrews Dental Bookelt.pdf	St. Andrews
73	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	POP Application.pdf	St. Andrews
74	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	POP Application.pdf	St. Andrews
75	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	POP Application.pdf	St. Andrews
76	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	POP Application.pdf	St. Andrews
77	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	Guardian Vision Benefit.pdf	St. Andrews
78	11/8/2016 10:10	76.3.100.41	bbannon@forumbenefits.com	Guardian Vision Benefit.pdf	St. Andrews
79	11/8/2016 10:09	76.3.100.41	bbannon@forumbenefits.com	Guardian Vision Benefit.pdf	St. Andrews
80	11/8/2016 10:09	76.3.100.41	bbannon@forumbenefits.com	Guardian Vision Benefit.pdf	St. Andrews
81	11/8/2016 10:09	76.3.100.41	bbannon@forumbenefits.com	Companion Vol Life Policy Guide.pdf	St. Andrews
82	11/8/2016 10:09	76.3.100.41	bbannon@forumbenefits.com	Companion Vol Life Policy Guide.pdf	St. Andrews
83	11/8/2016 10:09	76.3.100.41	bbannon@forumbenefits.com	Companion Supp Life Rates.pdf	St. Andrews
84	11/8/2016 10:09	76.3.100.41	bbannon@forumbenefits.com	Companion Supp Life Rates.pdf	St. Andrews
85	11/8/2016 10:08	76.3.100.41	bbannon@forumbenefits.com	Companion Supp Life Rates.pdf	St. Andrews
86	11/8/2016 10:08	76.3.100.41	bbannon@forumbenefits.com	Companion Supp Life Rates.pdf	St. Andrews
87	11/8/2016 10:08	76.3.100.41	bbannon@forumbenefits.com	Companion Health Statement.pdf	St. Andrews
88	11/8/2016 10:08	76.3.100.41	bbannon@forumbenefits.com	Companion Health Statement.pdf	St. Andrews
89	11/8/2016 10:08	76.3.100.41	bbannon@forumbenefits.com	Companion Health Statement.pdf	St. Andrews
90	11/8/2016 10:08	76.3.100.41	bbannon@forumbenefits.com	Companion Health Statement.pdf	St. Andrews
91	11/8/2016 10:08	76.3.100.41	bbannon@forumbenefits.com	Companion Group Life ADD Policy Guide.pdf	St. Andrews
92	11/8/2016 10:08	76.3.100.41	bbannon@forumbenefits.com	Companion Group Life ADD Policy Guide.pdf	St. Andrews
93	11/8/2016 10:08	76.3.100.41	bbannon@forumbenefits.com	Companion Group Life ADD Policy Guide.pdf	St. Andrews

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1	Date	IP address	User	Item	Group
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95	11/8/2016 10:08	76.3.100.41	bbannon@forumbenefits.com	Companion Group Life ADD Policy Guide.pdf	St. Andrews
96	11/8/2016 10:07	76.3.100.41	bbannon@forumbenefits.com	BCBS 2016 - St. Andrews Fire District HIA Flyer.pdf	St. Andrews
97	11/8/2016 10:07	76.3.100.41	bbannon@forumbenefits.com	BCBS 2016 - St. Andrews Fire District HIA Flyer.pdf	St. Andrews
98	11/8/2016 10:07	76.3.100.41	bbannon@forumbenefits.com	BCBS 2016 - St. Andrews Fire District HIA Flyer.pdf	St. Andrews
99	11/8/2016 9:47	76.3.100.41	bbannon@forumbenefits.com	Companion Group Life ADD Policy Guide.pdf	St. Andrews
100	11/8/2016 9:47	76.3.100.41	bbannon@forumbenefits.com	Companion Group Life ADD Policy Guide.pdf	St. Andrews
101	11/4/2016 14:30	76.3.97.70	bbannon@forumbenefits.com	Hoffman Hoffman Renewal Spreadsheet.xlsx	Hoffman & Hoffman
102	11/4/2016 14:30	76.3.97.70	bbannon@forumbenefits.com	Medical Quotes.xlsx	Hoffman & Hoffman
103	11/4/2016 14:30	76.3.97.70	bbannon@forumbenefits.com	Medical Quotes.xlsx	Hoffman & Hoffman
104	11/4/2016 14:29	76.3.97.70	bbannon@forumbenefits.com	Hoffman Renewal Quotes 2015.pdf	Hoffman & Hoffman
105	11/4/2016 14:29	76.3.97.70	bbannon@forumbenefits.com	Hoffman Renewal Quotes 2015.pdf	Hoffman & Hoffman
106	11/4/2016 14:29	76.3.97.70	bbannon@forumbenefits.com	Hoffman Renewal Quotes 2015.pdf	Hoffman & Hoffman
107	11/4/2016 14:29	76.3.97.70	bbannon@forumbenefits.com	Hoffman Renewal Quotes 2015.pdf	Magnolia Plantation
108	11/4/2016 14:29	76.3.97.70	bbannon@forumbenefits.com	Hoffman Hoffman Renewal Spreadsheet.xlsx	Hoffman & Hoffman
109	11/4/2016 14:29	76.3.97.70	bbannon@forumbenefits.com	Hoffman Hoffman Renewal Spreadsheet.xlsx	Hoffman & Hoffman
110	11/4/2016 14:29	76.3.97.70	bbannon@forumbenefits.com	Hoffman Hoffman Renewal Spreadsheet.xlsx	Hoffman & Hoffman
111	11/4/2016 14:29	76.3.97.70	bbannon@forumbenefits.com	Hoffman Hoffman Renewal Spreadsheet.xlsx	Hoffman & Hoffman
112	11/4/2016 14:28	76.3.97.70	bbannon@forumbenefits.com	HOFFMAN AND HOFFMAN CPA PA BB BCHP.pdf	Hoffman & Hoffman
113	11/4/2016 14:28	76.3.97.70	bbannon@forumbenefits.com	HOFFMAN AND HOFFMAN CPA PA BB BCHP.pdf	Hoffman & Hoffman
114	11/4/2016 14:28	76.3.97.70	bbannon@forumbenefits.com	HOFFMAN AND HOFFMAN CPA PA BB BCHP.pdf	Hoffman & Hoffman
115	11/4/2016 14:24	76.3.97.70	bbannon@forumbenefits.com	Ameritas Renewal.pdf	J. Henry Stuhr
116	11/4/2016 14:24	76.3.97.70	bbannon@forumbenefits.com	Ameritas Renewal.pdf	J. Henry Stuhr
117	11/4/2016 14:20	76.3.97.70	bbannon@forumbenefits.com	Silver 3500 HD SBC.pdf	Magnolia Plantation
118	11/4/2016 14:20	76.3.97.70	bbannon@forumbenefits.com	Silver 3500 HD SBC.pdf	Magnolia Plantation
119	11/4/2016 14:20	76.3.97.70	bbannon@forumbenefits.com	Silver 3500 HD SBC.pdf	Magnolia Plantation
120	11/4/2016 14:20	76.3.97.70	bbannon@forumbenefits.com	Silver 3500 HD SBC.pdf	Magnolia Plantation
121	11/4/2016 14:20	76.3.97.70	bbannon@forumbenefits.com	Silver 3500 HD SBC.pdf	Magnolia Plantation
122	11/4/2016 14:20	76.3.97.70	bbannon@forumbenefits.com	Silver 3500 HD SBC.pdf	Hoffman & Hoffman
123	11/4/2016 14:20	76.3.97.70	bbannon@forumbenefits.com	Magnolia Revised Dental Renewal.PDF	Magnolia Plantation
124	11/4/2016 14:20	76.3.97.70	bbannon@forumbenefits.com	Magnolia Revised Dental Renewal.PDF	Magnolia Plantation
125	11/4/2016 14:20	76.3.97.70	bbannon@forumbenefits.com	Magnolia Plantation Silver 3500 HSA POS Rates Summary SBC.pdf	Magnolia Plantation
126	11/4/2016 14:19	76.3.97.70	bbannon@forumbenefits.com	Magnolia Plantation Silver 3500 HSA POS Rates Summary SBC.pdf	Magnolia Plantation
127	11/4/2016 14:19	76.3.97.70	bbannon@forumbenefits.com	Magnolia Plantation Silver 3500 HSA POS Rates Summary SBC.pdf	Magnolia Plantation
128	11/4/2016 14:19	76.3.97.70	bbannon@forumbenefits.com	Magnolia Plantation Renewal Spreadsheet.xlsx	Magnolia Plantation
129	11/4/2016 14:19	76.3.97.70	bbannon@forumbenefits.com	Magnolia Plantation Renewal Spreadsheet.xlsx	Magnolia Plantation
130	11/4/2016 14:19	76.3.97.70	bbannon@forumbenefits.com	Magnolia Plantation Renewal Spreadsheet.xlsx	Magnolia Plantation
131	11/4/2016 14:19	76.3.97.70	bbannon@forumbenefits.com	Magnolia Plantation Renewal Spreadsheet.xlsx	Magnolia Plantation
132	11/4/2016 14:18	76.3.97.70	bbannon@forumbenefits.com	Magnolia Plantation Rate Comparison.xlsx	Magnolia Plantation
133	11/4/2016 14:18	76.3.97.70	bbannon@forumbenefits.com	Magnolia Plantation Rate Comparison.xlsx	Magnolia Plantation
134	11/4/2016 14:18	76.3.97.70	bbannon@forumbenefits.com	Magnolia Plantation Plan Comparison.docx	Magnolia Plantation
135	11/4/2016 14:18	76.3.97.70	bbannon@forumbenefits.com	Magnolia Plantation Plan Comparison.docx	Magnolia Plantation
136	11/4/2016 14:18	76.3.97.70	bbannon@forumbenefits.com	Magnolia Plantation cancelation.pdf	Magnolia Plantation
137	11/4/2016 14:18	76.3.97.70	bbannon@forumbenefits.com	Magnolia Plantation cancelation.pdf	Magnolia Plantation
138	11/4/2016 14:18	76.3.97.70	bbannon@forumbenefits.com	Magnolia Coventry Cancellation Letter - Signed.pdf	Magnolia Plantation
139	11/4/2016 14:18	76.3.97.70	bbannon@forumbenefits.com	Magnolia Coventry Cancellation Letter - Signed.pdf	Magnolia Plantation

	A	B	C	D	E
1	Date	IP address	User	Item	Group
140	11/4/2016 14:18	76.3.97.70	bbannon@forumbenefits.com	Magnolia Coventry Cancellation Letter - Signed.pdf	Magnolia Plantation
141	11/4/2016 14:17	76.3.97.70	bbannon@forumbenefits.com	Magnolia Coventry Cancellation Letter - Signed.pdf	Magnolia Plantation
142	11/4/2016 14:17	76.3.97.70	bbannon@forumbenefits.com	Magnolia Coventry Cancellation Letter - Signed.pdf	Magnolia Plantation
143	11/4/2016 14:17	76.3.97.70	bbannon@forumbenefits.com	Magnolia Companion Dental Renewal.PDF	Magnolia Plantation
144	11/4/2016 14:17	76.3.97.70	bbannon@forumbenefits.com	Magnolia Companion Dental Renewal.PDF	Magnolia Plantation
145	11/4/2016 14:17	76.3.97.70	bbannon@forumbenefits.com	Magnolia BCBS Alternates.pdf	Magnolia Plantation
146	11/4/2016 14:17	76.3.97.70	bbannon@forumbenefits.com	Magnolia BCBS Alternates.pdf	Magnolia Plantation
147	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	SC_Bronze_POS_5000.pdf	Premier Logistics
148	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	SC_Bronze_POS_5000.pdf	Premier Logistics
149	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	SC_Bronze_POS_5000.pdf	Premier Logistics
150	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	SC_Bronze_POS_5000.pdf	Premier Logistics
151	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	GLIC Worksite Benefits - Proposal.pdf	Premier Logistics
152	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	GLIC Worksite Benefits - Proposal.pdf	Premier Logistics
153	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	GLIC Worksite Benefits - Proposal.pdf	Premier Logistics
154	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	GLIC Worksite Benefits - Proposal.pdf	Premier Logistics
155	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	GLIC Worksite Benefits - Proposal.pdf	Premier Logistics
156	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	GLIC Worksite Benefits - Proposal.pdf	Premier Logistics
157	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	GLIC Worksite Benefits - Proposal.pdf	Premier Logistics
158	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	Blue Choice Traditional Option 2700 ded 80-50 (002).pdf	Premier Logistics
159	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	Blue Choice Traditional Option 2700 ded 80-50 (002).pdf	Premier Logistics
160	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	Blue Choice Traditional Option 2700 ded 80-50 (002).pdf	Premier Logistics
161	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	Blue Choice Traditional Option 2700 ded 80-50 (002).pdf	Premier Logistics
162	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	Blue Choice Traditional Option 2700 ded 80-50 (002).pdf	Premier Logistics
163	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	Blue Choice Traditional Option 2700 ded 80-50 (002).pdf	Premier Logistics
164	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	Blue Choice Traditional Option 2700 ded 80-50 (002).pdf	Premier Logistics
165	11/4/2016 14:10	76.3.97.70	bbannon@forumbenefits.com	Blue Choice Traditional Option 2700 ded 80-50 (002).pdf	Premier Logistics
166	11/4/2016 14:09	76.3.97.70	bbannon@forumbenefits.com	BCBS Premier Logistics NON PAR Rates 393999.pdf	Premier Logistics
167	11/4/2016 14:09	76.3.97.70	bbannon@forumbenefits.com	BCBS Premier Logistics NON PAR Rates 393999.pdf	Premier Logistics
168	11/4/2016 14:09	76.3.97.70	bbannon@forumbenefits.com	BCBS Premier Logistics NON PAR Rates 393999.pdf	Premier Logistics
169	11/4/2016 14:09	76.3.97.70	bbannon@forumbenefits.com	BCBS Premier Logistics NON PAR Rates 393999.pdf	Premier Logistics
170	11/4/2016 14:09	76.3.97.70	bbannon@forumbenefits.com	BCBS Premier Logistics NON PAR Rates 393999.pdf	Premier Logistics
171	11/4/2016 14:09	76.3.97.70	bbannon@forumbenefits.com	BCBS Premier Logistics 60 PAR RATES 393999.pdf	Premier Logistics
172	11/4/2016 14:09	76.3.97.70	bbannon@forumbenefits.com	BCBS Premier Logistics 60 PAR RATES 393999.pdf	Premier Logistics
173	11/4/2016 14:09	76.3.97.70	bbannon@forumbenefits.com	BCBS Premier Logistics 60 PAR RATES 393999.pdf	Premier Logistics
174	11/4/2016 14:09	76.3.97.70	bbannon@forumbenefits.com	BCBS Premier Logistics 60 PAR RATES 393999.pdf	Premier Logistics
175	11/4/2016 13:45	76.3.97.70	bbannon@forumbenefits.com	St. Andrews Renewal Presentation 2016.pptx	St. Andrews
176	11/4/2016 13:45	76.3.97.70	bbannon@forumbenefits.com	St. Andrews Renewal Presentation 2016.pptx	St. Andrews
177	11/4/2016 13:44	76.3.97.70	bbannon@forumbenefits.com	St. Andrews Renewal Presentation 2016 Part 2.pptx	St. Andrews
178	11/4/2016 13:44	76.3.97.70	bbannon@forumbenefits.com	St. Andrews Renewal Presentation 2016 Part 2.pptx	St. Andrews
179	11/4/2016 13:44	76.3.97.70	bbannon@forumbenefits.com	Renewal Checklist and Timeline.xlsx	St. Andrews
180	11/4/2016 13:44	76.3.97.70	bbannon@forumbenefits.com	Renewal Checklist and Timeline.xlsx	St. Andrews
181	11/4/2016 13:43	76.3.97.70	bbannon@forumbenefits.com	Renewal Spreadsheet 2016 New.xlsx	St. Andrews
182	11/4/2016 13:43	76.3.97.70	bbannon@forumbenefits.com	Renewal Spreadsheet 2016 New.xlsx	St. Andrews
183	11/4/2016 13:42	76.3.97.70	bbannon@forumbenefits.com	COMPANION July 2016 Renewal.pdf	St. Andrews
184	11/4/2016 13:42	76.3.97.70	bbannon@forumbenefits.com	COMPANION July 2016 Renewal.pdf	St. Andrews
185	11/4/2016 13:42	76.3.97.70	bbannon@forumbenefits.com	COMPANION July 2016 Renewal.pdf	St. Andrews

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1	Date	IP address	User	Item	Group
186	11/4/2016 13:42	76.3.97.70	bbannon@forumbenefits.com	Cigna Dental Quote.xls	St. Andrews
187	11/4/2016 13:42	76.3.97.70	bbannon@forumbenefits.com	Cigna Dental Quote.xls	St. Andrews
188	11/4/2016 13:42	76.3.97.70	bbannon@forumbenefits.com	2016 - St. Andrews Renewal Letter.doc	St. Andrews
189	11/4/2016 13:42	76.3.97.70	bbannon@forumbenefits.com	2016 - St. Andrews Renewal Letter.doc	St. Andrews
190	11/4/2016 13:41	76.3.97.70	bbannon@forumbenefits.com	2016 - St. Andrews Large Claims Summary.doc	St. Andrews
191	11/4/2016 13:41	76.3.97.70	bbannon@forumbenefits.com	2016 - St. Andrews Large Claims Summary.doc	St. Andrews
192	11/4/2016 13:41	76.3.97.70	bbannon@forumbenefits.com	2016 - St. Andrews Current Renewal Rates.xls	St. Andrews
193	11/4/2016 13:41	76.3.97.70	bbannon@forumbenefits.com	2016 - St. Andrews Current Renewal Rates.xls	St. Andrews
194	11/4/2016 13:40	76.3.97.70	bbannon@forumbenefits.com	2016 - REVISED4 St. Andrews Current Renewal Rates FINAL.xls	St. Andrews
195	11/4/2016 13:40	76.3.97.70	bbannon@forumbenefits.com	2016 - REVISED4 St. Andrews Current Renewal Rates FINAL.xls	St. Andrews
196	11/4/2016 13:37	76.3.97.70	bbannon@forumbenefits.com	BCBS 60 par rates NEW.pdf	Premier Logistics
197	11/4/2016 13:37	76.3.97.70	bbannon@forumbenefits.com	BCBS 60 par rates NEW.pdf	Premier Logistics
198	11/4/2016 13:37	76.3.97.70	bbannon@forumbenefits.com	BCBS 60 par rates NEW.pdf	Premier Logistics
199	11/4/2016 13:37	76.3.97.70	bbannon@forumbenefits.com	BCBS 60 par rates NEW.pdf	Premier Logistics
200	11/4/2016 13:37	76.3.97.70	bbannon@forumbenefits.com	BCBS 60 par rates NEW.pdf	Premier Logistics
201	11/4/2016 13:37	76.3.97.70	bbannon@forumbenefits.com	BCBS 60 par rates NEW.pdf	Premier Logistics
202	11/4/2016 13:37	76.3.97.70	bbannon@forumbenefits.com	BCBS 60 par rates NEW.pdf	Premier Logistics
203	11/4/2016 13:37	76.3.97.70	bbannon@forumbenefits.com	BCBS 60 par rates NEW.pdf	Premier Logistics
204	11/4/2016 13:37	76.3.97.70	bbannon@forumbenefits.com	Coventry HRA Option Contribution Analysis.xlsx	Premier Logistics
205	11/4/2016 13:37	76.3.97.70	bbannon@forumbenefits.com	Coventry HRA Option Contribution Analysis.xlsx	Premier Logistics
206	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	Coventry Renewal 4.1.16.pdf	Premier Logistics
207	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	Coventry Renewal 4.1.16.pdf	Premier Logistics
208	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	Coventry Renewal 4.1.16.pdf	Premier Logistics
209	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC Renewal 4.1.16.pdf	Premier Logistics
210	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC Renewal 4.1.16.pdf	Premier Logistics
211	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC Renewal 4.1.16.pdf	St. Andrews
212	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC Renewal 4.1.16.pdf	Premier Logistics
213	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC Renewal 4.1.16.pdf	Premier Logistics
214	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC Renewal 4.1.16.pdf	Premier Logistics
215	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC Renewal 4.1.16.pdf	Premier Logistics
216	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC Renewal 4.1.16.pdf	Premier Logistics
217	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC Renewal 4.1.16.pdf	Premier Logistics
218	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC REVISED Renewal.pdf	Premier Logistics
219	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC REVISED Renewal.pdf	Premier Logistics
220	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC REVISED Renewal.pdf	Premier Logistics
221	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC REVISED Renewal.pdf	Premier Logistics
222	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC REVISED Renewal.pdf	Premier Logistics
223	11/4/2016 13:36	76.3.97.70	bbannon@forumbenefits.com	GLIC REVISED Renewal.pdf	Premier Logistics
224	11/4/2016 13:35	76.3.97.70	bbannon@forumbenefits.com	Medical Rate Comparison.xlsx	Premier Logistics
225	11/4/2016 13:35	76.3.97.70	bbannon@forumbenefits.com	Medical Rate Comparison.xlsx	Premier Logistics
226	11/4/2016 13:35	76.3.97.70	bbannon@forumbenefits.com	Premier Logistics 4.1.2016 Renewal Presentation - PowerPoint.pptx	Premier Logistics
227	11/4/2016 13:35	76.3.97.70	bbannon@forumbenefits.com	Premier Logistics 4.1.2016 Renewal Presentation - PowerPoint.pptx	Premier Logistics
228	11/4/2016 13:34	76.3.97.70	bbannon@forumbenefits.com	Premier Logistics Renewal Spreadsheet.xlsx	Premier Logistics
229	11/4/2016 13:34	76.3.97.70	bbannon@forumbenefits.com	Premier Logistics Renewal Spreadsheet.xlsx	Premier Logistics
230	11/4/2016 13:34	76.3.97.70	bbannon@forumbenefits.com	Updated Contribution Analysis 3.9.16.xlsx	Premier Logistics
231	11/4/2016 13:34	76.3.97.70	bbannon@forumbenefits.com	Updated Contribution Analysis 3.9.16.xlsx	Premier Logistics

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1	Date	IP address	User	Item	Group
232	11/4/2016 13:34	76.3.97.70	bbannon@forumbenefits.com	Updated Contribution Analysis BCBS Traditional 3.14.16.xlsx	Premier Logistics
233	11/4/2016 13:34	76.3.97.70	bbannon@forumbenefits.com	Updated Contribution Analysis BCBS Traditional 3.14.16.xlsx	Premier Logistics
234	11/4/2016 13:28	76.3.97.70	bbannon@forumbenefits.com	BCBS Renewal 2016.pdf	Polaris
235	11/4/2016 13:28	76.3.97.70	bbannon@forumbenefits.com	BCBS Renewal 2016.pdf	Polaris
236	11/4/2016 13:27	76.3.97.70	bbannon@forumbenefits.com	Renewal Spreadsheet 2016 - MSI.xlsx	MSI Viking Gage
237	11/4/2016 13:27	76.3.97.70	bbannon@forumbenefits.com	Renewal Spreadsheet 2016 - MSI.xlsx	MSI Viking Gage
238	11/4/2016 13:27	76.3.97.70	bbannon@forumbenefits.com	Renewal Spreadsheet 2016 - MSI.xlsx	MSI Viking Gage
239	11/4/2016 13:27	76.3.97.70	bbannon@forumbenefits.com	Renewal Spreadsheet 2016 - MSI.xlsx	MSI Viking Gage
240	11/4/2016 13:27	76.3.97.70	bbannon@forumbenefits.com	Renewal Spreadsheet 2016 - MSI.xlsx	MSI Viking Gage
241	11/4/2016 13:26	76.3.97.70	bbannon@forumbenefits.com	Renewal Spreadsheet 10.2016 - MSI.xlsx	MSI Viking Gage
242	11/4/2016 13:26	76.3.97.70	bbannon@forumbenefits.com	Renewal Spreadsheet 10.2016 - MSI.xlsx	MSI Viking Gage
243	11/4/2016 13:26	76.3.97.70	bbannon@forumbenefits.com	Renewal Presentation 2016.pdf	MSI Viking Gage
244	11/4/2016 13:26	76.3.97.70	bbannon@forumbenefits.com	Renewal Presentation 2016.pdf	MSI Viking Gage
245	11/4/2016 13:25	76.3.97.70	bbannon@forumbenefits.com	Renewal Presentation 10.1.16 - MSI.pptx	MSI Viking Gage
246	11/4/2016 13:25	76.3.97.70	bbannon@forumbenefits.com	Renewal Presentation 10.1.16 - MSI.pptx	MSI Viking Gage
247	11/4/2016 13:25	76.3.97.70	bbannon@forumbenefits.com	Pre-Renewal Presentation - MSI.pptx	MSI Viking Gage
248	11/4/2016 13:25	76.3.97.70	bbannon@forumbenefits.com	Pre-Renewal Presentation - MSI.pptx	MSI Viking Gage
249	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	NOTES on 2016 Renewal.pdf	MSI Viking Gage
250	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	NOTES on 2016 Renewal.pdf	MSI Viking Gage
251	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	NOTES on 2016 Renewal.pdf	MSI Viking Gage
252	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	NOTES on 2016 Medical Renewal.pdf	MSI Viking Gage
253	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	NOTES on 2016 Medical Renewal.pdf	MSI Viking Gage
254	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	NOTES on 2016 Medical Renewal.pdf	MSI Viking Gage
255	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	Notes for 1.1 Renewal while I was out.pdf	MSI Viking Gage
256	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	Notes for 1.1 Renewal while I was out.pdf	MSI Viking Gage
257	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	Delta Dental Renewal.pdf	MSI Viking Gage
258	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	Delta Dental Renewal.pdf	MSI Viking Gage
259	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	Delta Dental Renewal.pdf	MSI Viking Gage
260	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	Delta Dental Renewal.pdf	MSI Viking Gage
261	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	Delta Dental Network Utilization Report.pdf	MSI Viking Gage
262	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	Delta Dental Network Utilization Report.pdf	MSI Viking Gage
263	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	Delta Dental Network Utilization Report.pdf	MSI Viking Gage
264	11/4/2016 13:24	76.3.97.70	bbannon@forumbenefits.com	Delta Dental Network Utilization Report.pdf	MSI Viking Gage
265	11/4/2016 13:23	76.3.97.70	bbannon@forumbenefits.com	BCBS Revised Renewal for 12 months & Alternates.pdf	MSI Viking Gage
266	11/4/2016 13:23	76.3.97.70	bbannon@forumbenefits.com	BCBS Revised Renewal for 12 months & Alternates.pdf	MSI Viking Gage
267	11/4/2016 13:23	76.3.97.70	bbannon@forumbenefits.com	BCBS Revised Renewal for 12 months & Alternates.pdf	MSI Viking Gage
268	11/4/2016 13:23	76.3.97.70	bbannon@forumbenefits.com	BCBS Large Claims.pdf	MSI Viking Gage
269	11/4/2016 13:23	76.3.97.70	bbannon@forumbenefits.com	BCBS Large Claims.pdf	MSI Viking Gage
270	11/4/2016 13:23	76.3.97.70	bbannon@forumbenefits.com	BCBS 10.1 Medical Renewal.pdf	MSI Viking Gage
271	11/4/2016 13:23	76.3.97.70	bbannon@forumbenefits.com	BCBS 10.1 Medical Renewal.pdf	MSI Viking Gage
272	11/4/2016 13:22	76.3.97.70	bbannon@forumbenefits.com	Unum Renewal - MSI Viking.pdf	MSI Viking Gage
273	11/4/2016 13:22	76.3.97.70	bbannon@forumbenefits.com	Unum Renewal - MSI Viking.pdf	MSI Viking Gage
274	11/4/2016 13:22	76.3.97.70	bbannon@forumbenefits.com	Principal Renewal.pdf	MSI Viking Gage
275	11/4/2016 13:22	76.3.97.70	bbannon@forumbenefits.com	Principal Renewal.pdf	MSI Viking Gage
276	11/4/2016 13:22	76.3.97.70	bbannon@forumbenefits.com	Principal Renewal.pdf	MSI Viking Gage
277	11/4/2016 13:21	76.3.97.70	bbannon@forumbenefits.com	Principal - pre renewal information form - MSI Viking.pdf	MSI Viking Gage

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1	Date	IP address	User	Item	Group
278	11/4/2016 13:21	76.3.97.70	bbannon@forumbenefits.com	Principal - pre renewal information form - MSI Viking.pdf	MSI Viking Gage
279	11/4/2016 13:21	76.3.97.70	bbannon@forumbenefits.com	Principal - pre renewal information form - MSI Viking.pdf	MSI Viking Gage
280	11/4/2016 13:21	76.3.97.70	bbannon@forumbenefits.com	Principal - pre renewal information form - MSI Viking.pdf	MSI Viking Gage
281	11/4/2016 13:16	76.3.97.70	bbannon@forumbenefits.com	Reliance Standard Dental.docx	Magnolia Plantation
282	11/4/2016 13:16	76.3.97.70	bbannon@forumbenefits.com	Reliance Standard Dental.docx	Magnolia Plantation
283	11/4/2016 13:16	76.3.97.70	bbannon@forumbenefits.com	Reliance Standard 3.docx	Magnolia Plantation
284	11/4/2016 13:16	76.3.97.70	bbannon@forumbenefits.com	Reliance Standard 3.docx	Magnolia Plantation
285	11/4/2016 13:15	76.3.97.70	bbannon@forumbenefits.com	Reliance Standard 1.docx	Magnolia Plantation
286	11/4/2016 13:15	76.3.97.70	bbannon@forumbenefits.com	Reliance Standard 1.docx	Magnolia Plantation
287	11/4/2016 13:15	76.3.97.70	bbannon@forumbenefits.com	KCL Vol Life.pdf	Magnolia Plantation
288	11/4/2016 13:15	76.3.97.70	bbannon@forumbenefits.com	KCL Vol Life.pdf	Magnolia Plantation
289	11/4/2016 13:15	76.3.97.70	bbannon@forumbenefits.com	KCL Vol Life.pdf	Magnolia Plantation
290	11/4/2016 13:14	76.3.97.70	bbannon@forumbenefits.com	KCL Llife.pdf	Magnolia Plantation
291	11/4/2016 13:14	76.3.97.70	bbannon@forumbenefits.com	KCL Llife.pdf	Magnolia Plantation
292	11/4/2016 13:14	76.3.97.70	bbannon@forumbenefits.com	KCL Llife.pdf	Magnolia Plantation
293	11/4/2016 13:14	76.3.97.70	bbannon@forumbenefits.com	KCL Llife.pdf	Magnolia Plantation
294	11/4/2016 13:14	76.3.97.70	bbannon@forumbenefits.com	KCL Dental.pdf	Magnolia Plantation
295	11/4/2016 13:14	76.3.97.70	bbannon@forumbenefits.com	KCL Dental.pdf	Magnolia Plantation
296	11/4/2016 13:14	76.3.97.70	bbannon@forumbenefits.com	KCL Dental.pdf	MSI Viking Gage
297	11/4/2016 13:14	76.3.97.70	bbannon@forumbenefits.com	KCL Dental.pdf	Magnolia Plantation
298	11/4/2016 13:13	76.3.97.70	bbannon@forumbenefits.com	Ameritas.PDF	Magnolia Plantation
299	11/4/2016 13:13	76.3.97.70	bbannon@forumbenefits.com	Ameritas.PDF	Magnolia Plantation
300	11/4/2016 13:13	76.3.97.70	bbannon@forumbenefits.com	Ameritas.PDF	Magnolia Plantation
301	11/4/2016 13:13	76.3.97.70	bbannon@forumbenefits.com	Ameritas.PDF	Magnolia Plantation
302	11/4/2016 13:13	76.3.97.70	bbannon@forumbenefits.com	2016 Companion Renewal.pdf	Magnolia Plantation
303	11/4/2016 13:13	76.3.97.70	bbannon@forumbenefits.com	2016 Companion Renewal.pdf	Magnolia Plantation
304	11/4/2016 13:13	76.3.97.70	bbannon@forumbenefits.com	2016 Companion Renewal.pdf	Magnolia Plantation
305	11/4/2016 13:13	76.3.97.70	bbannon@forumbenefits.com	2016 Companion Renewal.pdf	Magnolia Plantation
306	11/4/2016 13:11	76.3.97.70	bbannon@forumbenefits.com	BCBS Renewal.pdf	J. Henry Stuhr
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310	11/4/2016 13:10	76.3.97.70	bbannon@forumbenefits.com	Renewal Presentation.pptx	J. Henry Stuhr
311	11/4/2016 13:10	76.3.97.70	bbannon@forumbenefits.com	Renewal Presentation.pptx	J. Henry Stuhr
312	11/4/2016 13:09	76.3.97.70	bbannon@forumbenefits.com	Dental Census.xlsx	J. Henry Stuhr
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314	11/4/2016 13:09	76.3.97.70	bbannon@forumbenefits.com	Blue Choice Metallic Proposal.pdf	J. Henry Stuhr
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323	11/4/2016 13:09	76.3.97.70	bbannon@forumbenefits.com	BCBS SBC 2016.pdf	J. Henry Stuhr

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326	11/4/2016 13:09	76.3.97.70	bbannon@forumbenefits.com	BCBS SBC 2016.pdf	J. Henry Stuhr
327	11/4/2016 13:08	76.3.97.70	bbannon@forumbenefits.com	BCBS Renewal - Detail.pdf	J. Henry Stuhr
328	11/4/2016 13:08	76.3.97.70	bbannon@forumbenefits.com	BCBS Renewal - Detail.pdf	J. Henry Stuhr
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332	11/4/2016 13:08	76.3.97.70	bbannon@forumbenefits.com	Ameritas Vision Renewal 2016.PDF	J. Henry Stuhr
333	11/4/2016 13:08	76.3.97.70	bbannon@forumbenefits.com	Ameritas Vision Renewal 2016.PDF	J. Henry Stuhr
334	11/4/2016 13:08	76.3.97.70	bbannon@forumbenefits.com	Ameritas Vision Renewal 2016.PDF	J. Henry Stuhr
335	11/4/2016 13:07	76.3.97.70	bbannon@forumbenefits.com	2016 J Henry Stuhr Renewal Spreadsheet.xlsx	J. Henry Stuhr
336	11/4/2016 13:07	76.3.97.70	bbannon@forumbenefits.com	2016 J Henry Stuhr Renewal Spreadsheet.xlsx	J. Henry Stuhr
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366	11/4/2016 13:03	76.3.97.70	bbannon@forumbenefits.com	BCBS Traditional Renewal and Alternates.pdf	CYDC
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498	11/3/2016 15:15	76.3.97.70	bbannon@forumbenefits.com	BCBS Comparison Report.pdf	Jordan Construction
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595	11/1/2016 11:35	76.3.97.70	bbannon@forumbenefits.com	2016 - St. Andrews Renewal Letter.doc	St. Andrews
596	11/1/2016 11:34	76.3.97.70	bbannon@forumbenefits.com	6.1.2015 - PPO Plan.doc	St. Andrews
597	11/1/2016 11:34	76.3.97.70	bbannon@forumbenefits.com	6.1.2015 - PPO Plan.doc	St. Andrews
598	11/1/2016 11:33	76.3.97.70	bbannon@forumbenefits.com	6.1.2015 - HDHP Plan.doc	St. Andrews
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617	10/27/2016 15:10	76.3.97.70	bbannon@forumbenefits.com	2016 - REVISED4 St. Andrews Current Renewal Rates FINAL.xls	St. Andrews
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626	10/27/2016 15:04	76.3.97.70	bbannon@forumbenefits.com	Renewal Checklist and Timeline.xlsx	St. Andrews
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633	10/27/2016 15:01	76.3.97.70	bbannon@forumbenefits.com	2016 - St. Andrews Large Claims Summary.doc	St. Andrews
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655	10/27/2016 12:57	76.3.97.70	bbannon@forumbenefits.com	HR User Guide.docx	INTERNAL
656	10/27/2016 12:31	76.3.97.70	bbannon@forumbenefits.com	Mutual of Omaha - Waiting Period Change 10.1.2014.pdf	CYDC
657	10/27/2016 12:31	76.3.97.70	bbannon@forumbenefits.com	Mutual of Omaha - Waiting Period Change 10.1.2014.pdf	CYDC
658	10/27/2016 12:31	76.3.97.70	bbannon@forumbenefits.com	CYDC 2015 Renewal.xlsx	CYDC
659	10/27/2016 12:31	76.3.97.70	bbannon@forumbenefits.com	CYDC 2015 Renewal.xlsx	CYDC
660	10/27/2016 12:30	76.3.97.70	bbannon@forumbenefits.com	Always Care Renewal.pdf	CYDC
661	10/27/2016 12:30	76.3.97.70	bbannon@forumbenefits.com	Always Care Renewal.pdf	CYDC
662	10/27/2016 12:30	76.3.97.70	bbannon@forumbenefits.com	CYDC Renewal Spreadsheet 2016.xlsx	CYDC
663	10/27/2016 12:30	76.3.97.70	bbannon@forumbenefits.com	CYDC Renewal Spreadsheet 2016.xlsx	CYDC
664	10/27/2016 12:29	76.3.97.70	bbannon@forumbenefits.com	CYDC Renewal Spreadsheet 2016.xlsx	CYDC
665	10/27/2016 12:29	76.3.97.70	bbannon@forumbenefits.com	CYDC Renewal Spreadsheet 2016.xlsx	CYDC
666	10/26/2016 19:13	76.3.102.242	bbannon@forumbenefits.com	Renewal Presentation 10.1.16 - MSI.pptx	MSI Viking Gage
667	10/26/2016 19:13	76.3.102.242	bbannon@forumbenefits.com	Renewal Presentation 10.1.16 - MSI.pptx	MSI Viking Gage
668	10/26/2016 9:18	76.3.102.242	bbannon@forumbenefits.com	Renewal Spreadsheet 10.2016 - MSI.xlsx	MSI Viking Gage
669	10/26/2016 9:18	76.3.102.242	bbannon@forumbenefits.com	Renewal Spreadsheet 10.2016 - MSI.xlsx	MSI Viking Gage
670	10/26/2016 9:18	76.3.102.242	bbannon@forumbenefits.com	Renewal Spreadsheet 10.2016 - MSI.xlsx	MSI Viking Gage
671	10/26/2016 9:17	76.3.102.242	bbannon@forumbenefits.com	Renewal Spreadsheet 10.2016 - MSI.xlsx	MSI Viking Gage
672	10/26/2016 9:17	76.3.102.242	bbannon@forumbenefits.com	Renewal Spreadsheet 10.2016 - MSI.xlsx	MSI Viking Gage
673	10/25/2016 18:21	76.3.102.242	bbannon@forumbenefits.com	Mutual of Omaha AOR.pdf	MSI Viking Gage
674	10/25/2016 18:21	23.101.140.188	bbannon@forumbenefits.com	Mutual of Omaha AOR.pdf	MSI Viking Gage
675	10/25/2016 18:21	76.3.102.242	bbannon@forumbenefits.com	Mutual of Omaha AOR.pdf	MSI Viking Gage
676	10/25/2016 18:21	23.101.140.188	bbannon@forumbenefits.com	AlwaysCare - Basic Life Summary of Benefits.pdf	Poly Med
677	10/25/2016 18:21	76.3.102.242	bbannon@forumbenefits.com	AlwaysCare - Basic Life Summary of Benefits.pdf	Poly Med
678	10/25/2016 18:20	76.3.102.242	bbannon@forumbenefits.com	AlwaysCare Basic Life Summary.pdf	Poly Med
679	10/25/2016 18:13	23.101.140.188	bbannon@forumbenefits.com	AlwaysCare AOR Letter.pdf	Smith Engineering
680	10/25/2016 18:13	76.3.102.242	bbannon@forumbenefits.com	AlwaysCare AOR Letter.pdf	Smith Engineering
681	10/25/2016 18:13	23.101.139.185	bbannon@forumbenefits.com	AlwaysCare Quote.pdf	New Foundations
682	10/25/2016 18:13	23.101.139.185	bbannon@forumbenefits.com	AlwaysCare SOLD Renewal Alternates 10.1.2015.pdf	Poly Med
683	10/25/2016 18:13	76.3.102.242	bbannon@forumbenefits.com	AlwaysCare AOR Letter.pdf	Smith Engineering
684	10/25/2016 18:12	76.3.102.242	bbannon@forumbenefits.com	AlwaysCare SOLD Renewal Alternates 10.1.2015.pdf	Poly Med
685	10/25/2016 18:12	76.3.102.242	bbannon@forumbenefits.com	AlwaysCare Quote.pdf	New Foundations
686	10/25/2016 18:12	104.45.155.154	bbannon@forumbenefits.com	AlwaysCare Performa Limited Benefit Summary.pdf	Performa
687	10/25/2016 18:12	76.3.102.242	bbannon@forumbenefits.com	AlwaysCare Performa Limited Benefit Summary.pdf	Performa
688	10/25/2016 18:12	23.101.140.188	bbannon@forumbenefits.com	AlwaysCare Field Underwriting Form.pdf	Poly Med
689	10/25/2016 18:12	76.3.102.242	bbannon@forumbenefits.com	AlwaysCare Field Underwriting Form.pdf	Poly Med
690	10/25/2016 18:11	76.3.102.242	bbannon@forumbenefits.com	Ameritas.docx	Internal - Carrier
691	10/25/2016 18:11	76.3.102.242	bbannon@forumbenefits.com	Ameritas.docx	Internal - Carrier

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739	10/25/2016 9:38	76.3.102.242	bbannon@forumbenefits.com	CYDC - Contract and Schedule A - 10.1.2014.pdf	CYDC
740	10/25/2016 9:38	76.3.102.242	bbannon@forumbenefits.com	CYDC - Contract and Schedule A - 10.1.2014.pdf	CYDC
741	10/25/2016 9:37	76.3.102.242	bbannon@forumbenefits.com	Always Care Dental Summary.pdf	CYDC
742	10/25/2016 9:37	76.3.102.242	bbannon@forumbenefits.com	Always Care Dental Summary.pdf	CYDC
743	10/25/2016 9:37	76.3.102.242	bbannon@forumbenefits.com	Always Care Policy Cert.pdf	CYDC
744	10/25/2016 9:37	76.3.102.242	bbannon@forumbenefits.com	Always Care Policy Cert.pdf	CYDC
745	10/25/2016 9:37	76.3.102.242	bbannon@forumbenefits.com	Always Care Policy Cert.pdf	CYDC
746	10/25/2016 9:37	76.3.102.242	bbannon@forumbenefits.com	Always Care Policy Cert.pdf	CYDC
747	10/25/2016 9:37	76.3.102.242	bbannon@forumbenefits.com	Always Care Policy Cert.pdf	CYDC
748	10/25/2016 9:37	76.3.102.242	bbannon@forumbenefits.com	Always Care Policy Cert.pdf	CYDC
749	10/25/2016 9:37	76.3.102.242	bbannon@forumbenefits.com	Always Care Policy Cert.pdf	CYDC
750	10/25/2016 9:37	76.3.102.242	bbannon@forumbenefits.com	Always Care Policy Cert.pdf	CYDC
751	10/25/2016 9:37	76.3.102.242	bbannon@forumbenefits.com	Always Care Policy Cert.pdf	CYDC
752	10/25/2016 9:37	76.3.102.242	bbannon@forumbenefits.com	Always Care Policy Cert.pdf	CYDC
753	10/25/2016 9:37	76.3.102.242	bbannon@forumbenefits.com	Always Care Policy Cert.pdf	CYDC
754	10/25/2016 9:35	76.3.102.242	bbannon@forumbenefits.com	Service Agreement - 2014.doc	CYDC
755	10/25/2016 9:35	76.3.102.242	bbannon@forumbenefits.com	Service Agreement - 2014.doc	CYDC
756	10/25/2016 9:35	76.3.102.242	bbannon@forumbenefits.com	Service Agreement - 2014.doc	CYDC
757	10/25/2016 9:35	76.3.102.242	bbannon@forumbenefits.com	Service Agreement - 2014.doc	CYDC
758	10/25/2016 9:35	76.3.102.242	bbannon@forumbenefits.com	Service Agreement - 2014.doc	CYDC
759	10/25/2016 9:35	76.3.102.242	bbannon@forumbenefits.com	Service Agreement - 2014.doc	CYDC
760	10/25/2016 9:19	76.3.102.242	bbannon@forumbenefits.com	2016 J Henry Stuhr Renewal Spreadsheet.xlsx	J. Henry Stuhr
761	10/25/2016 9:19	76.3.102.242	bbannon@forumbenefits.com	2016 J Henry Stuhr Renewal Spreadsheet.xlsx	J. Henry Stuhr
762	10/25/2016 9:18	76.3.102.242	bbannon@forumbenefits.com	Renewal Presentation.pptx	J. Henry Stuhr
763	10/25/2016 9:18	76.3.102.242	bbannon@forumbenefits.com	Renewal Presentation.pptx	J. Henry Stuhr
764	10/25/2016 9:18	76.3.102.242	bbannon@forumbenefits.com	BCBS Renewal - Detail.pdf	J. Henry Stuhr
765	10/25/2016 9:18	76.3.102.242	bbannon@forumbenefits.com	BCBS Renewal - Detail.pdf	J. Henry Stuhr
766	10/24/2016 14:47	76.3.102.242	bbannon@forumbenefits.com	stuhr life add policy.pdf	J. Henry Stuhr
767	10/24/2016 14:47	76.3.102.242	bbannon@forumbenefits.com	stuhr life add policy.pdf	J. Henry Stuhr
768	10/24/2016 14:47	76.3.102.242	bbannon@forumbenefits.com	stuhr life add policy.pdf	J. Henry Stuhr
769	10/24/2016 14:42	76.3.102.242	bbannon@forumbenefits.com	BCBS SBC 2016.pdf	J. Henry Stuhr
770	10/24/2016 14:42	76.3.102.242	bbannon@forumbenefits.com	BCBS SBC 2016.pdf	J. Henry Stuhr
771	10/24/2016 14:42	76.3.102.242	bbannon@forumbenefits.com	BCBS SBC 2016.pdf	J. Henry Stuhr
772	10/24/2016 14:42	76.3.102.242	bbannon@forumbenefits.com	BCBS SBC 2016.pdf	J. Henry Stuhr
773	10/24/2016 14:42	76.3.102.242	bbannon@forumbenefits.com	BCBS SBC 2016.pdf	J. Henry Stuhr
774	10/24/2016 14:42	76.3.102.242	bbannon@forumbenefits.com	BCBS SBC 2016.pdf	J. Henry Stuhr
775	10/24/2016 14:42	76.3.102.242	bbannon@forumbenefits.com	BCBS SBC 2016.pdf	J. Henry Stuhr
776	10/24/2016 14:41	76.3.102.242	bbannon@forumbenefits.com	Dental Census.xlsx	J. Henry Stuhr
777	10/24/2016 14:41	76.3.102.242	bbannon@forumbenefits.com	Dental Census.xlsx	J. Henry Stuhr
778	10/24/2016 14:40	76.3.102.242	bbannon@forumbenefits.com	Renewal Presentation.pptx	J. Henry Stuhr
779	10/24/2016 14:40	76.3.102.242	bbannon@forumbenefits.com	Renewal Presentation.pptx	J. Henry Stuhr
780	10/24/2016 14:39	76.3.102.242	bbannon@forumbenefits.com	2016 J Henry Stuhr Renewal Spreadsheet.xlsx	J. Henry Stuhr
781	10/24/2016 14:39	76.3.102.242	bbannon@forumbenefits.com	2016 J Henry Stuhr Renewal Spreadsheet.xlsx	J. Henry Stuhr
782	10/24/2016 14:39	76.3.102.242	bbannon@forumbenefits.com	BCBS Renewal - Detail.pdf	J. Henry Stuhr
783	10/24/2016 14:39	76.3.102.242	bbannon@forumbenefits.com	BCBS Renewal - Detail.pdf	J. Henry Stuhr

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785	10/24/2016 14:38	76.3.102.242	bbannon@forumbenefits.com	BCBS Renewal - Detail.pdf	J. Henry Stuhr
786	10/24/2016 14:38	76.3.102.242	bbannon@forumbenefits.com	BCBS Renewal - Detail.pdf	J. Henry Stuhr
787	10/24/2016 14:38	76.3.102.242	bbannon@forumbenefits.com	BCBS Renewal - Detail.pdf	J. Henry Stuhr
788	10/24/2016 14:38	76.3.102.242	bbannon@forumbenefits.com	BCBS Renewal - Detail.pdf	J. Henry Stuhr
789	10/24/2016 13:49	76.3.102.242	bbannon@forumbenefits.com	Renewal Spreadsheet 2016.xlsx	Alpha Genesis
790	10/24/2016 13:49	76.3.102.242	bbannon@forumbenefits.com	Renewal Spreadsheet 2016.xlsx	Alpha Genesis
791	10/24/2016 13:49	76.3.102.242	bbannon@forumbenefits.com	AGI Rate Analysis 2016 - Updated 12.18.15.xlsx	Alpha Genesis
792	10/24/2016 13:49	76.3.102.242	bbannon@forumbenefits.com	AGI Rate Analysis 2016 - Updated 12.18.15.xlsx	Alpha Genesis
793	10/24/2016 13:49	76.3.102.242	bbannon@forumbenefits.com	AGI Rate Analysis 2016 - Updated 12.18.15.xlsx	Alpha Genesis
794	10/24/2016 13:49	76.3.102.242	bbannon@forumbenefits.com	AGI Rate Analysis 2016 - Updated 12.18.15.xlsx	Alpha Genesis
795	10/24/2016 13:49	76.3.102.242	bbannon@forumbenefits.com	AGI Rate Analysis 2016 - Updated 12.18.15.xlsx	Alpha Genesis
796	10/24/2016 13:49	76.3.102.242	bbannon@forumbenefits.com	AGI Rate Analysis 2016 - Updated 12.18.15.xlsx	Alpha Genesis
797	10/24/2016 13:49	76.3.102.242	bbannon@forumbenefits.com	AGI Rate Analysis 2016 - Updated 12.18.15.xlsx	Alpha Genesis
798	10/24/2016 13:49	76.3.102.242	bbannon@forumbenefits.com	AGI Rate Analysis 2016 - Updated 12.18.15.xlsx	Alpha Genesis
799	10/24/2016 13:49	76.3.102.242	bbannon@forumbenefits.com	AGI Rate Analysis 2016 - Updated 12.18.15.xlsx	Alpha Genesis
800	10/24/2016 13:48	76.3.102.242	bbannon@forumbenefits.com	Alpha Genesis PAR 2015.docx	Alpha Genesis
801	10/24/2016 13:47	76.3.102.242	bbannon@forumbenefits.com	Alpha Genesis PAR 2015.docx	Alpha Genesis
802	10/24/2016 13:47	76.3.102.242	bbannon@forumbenefits.com	Alpha Genesis PAR 2015.docx	Alpha Genesis
803	10/24/2016 13:47	76.3.102.242	bbannon@forumbenefits.com	Blues Enroll BDR 10-29-15.xls	Alpha Genesis
804	10/24/2016 13:47	76.3.102.242	bbannon@forumbenefits.com	Blues Enroll BDR 10-29-15.xls	Alpha Genesis
805	10/24/2016 13:47	76.3.102.242	bbannon@forumbenefits.com	Alpha Genesis Census and Enrollment Info.xlsx	Alpha Genesis
806	10/24/2016 13:47	76.3.102.242	bbannon@forumbenefits.com	Alpha Genesis Census and Enrollment Info.xlsx	Alpha Genesis
807	10/24/2016 13:47	76.3.102.242	bbannon@forumbenefits.com	Alpha Genesis Census and Enrollment Info.xlsx	Alpha Genesis
808	10/24/2016 13:47	76.3.102.242	bbannon@forumbenefits.com	Alpha Genesis Census and Enrollment Info.xlsx	Alpha Genesis
809	10/24/2016 13:24	76.3.102.242	bbannon@forumbenefits.com	CSA Updated 1.1.2016.xlsx	INTERNAL
810	10/24/2016 13:24	76.3.102.242	bbannon@forumbenefits.com	CSA Updated 1.1.2016.xlsx	INTERNAL
811	10/24/2016 13:21	76.3.102.242	bbannon@forumbenefits.com	Stewardship Tracking Spreadsheet - TEMPLATE.xlsx	INTERNAL
812	10/24/2016 13:21	76.3.102.242	bbannon@forumbenefits.com	Stewardship Tracking Spreadsheet - TEMPLATE.xlsx	INTERNAL
813	10/24/2016 13:21	76.3.102.242	bbannon@forumbenefits.com	Stewardship Tracking Spreadsheet - TEMPLATE.xlsx	INTERNAL
814	10/24/2016 13:21	76.3.102.242	bbannon@forumbenefits.com	Stewardship Tracking Spreadsheet - TEMPLATE.xlsx	INTERNAL
815	10/24/2016 13:20	76.3.102.242	bbannon@forumbenefits.com	Carrier Sites.xlsx	INTERNAL
816	10/24/2016 13:20	76.3.102.242	bbannon@forumbenefits.com	Carrier Sites.xlsx	INTERNAL
817	10/24/2016 13:20	76.3.102.242	bbannon@forumbenefits.com	Carrier Sites.xlsx	INTERNAL
818	10/24/2016 13:20	76.3.102.242	bbannon@forumbenefits.com	Carrier Sites.xlsx	INTERNAL
819	10/24/2016 13:20	76.3.102.242	bbannon@forumbenefits.com	Carrier Sites.xlsx	INTERNAL
820	10/24/2016 13:06	76.3.102.242	bbannon@forumbenefits.com	Monthly Premium vs Claims Reporting (ALL Clients).xlsx	INTERNAL
821	10/24/2016 13:06	76.3.102.242	bbannon@forumbenefits.com	Monthly Premium vs Claims Reporting (ALL Clients).xlsx	INTERNAL
822	10/24/2016 12:17	76.3.102.242	bbannon@forumbenefits.com	Companion Renewal.pdf	Alpha Genesis
823	10/24/2016 12:17	76.3.102.242	bbannon@forumbenefits.com	BCBS Alpha Genesis Renewal Package 2017.pdf	Alpha Genesis
824	10/24/2016 12:16	76.3.102.242	bbannon@forumbenefits.com	BCBS Alpha Genesis Renewal Package 2017.pdf	Alpha Genesis
825	10/24/2016 12:16	76.3.102.242	bbannon@forumbenefits.com	Companion Renewal.pdf	Alpha Genesis
826	10/24/2016 12:16	76.3.102.242	bbannon@forumbenefits.com	Companion Renewal.pdf	Alpha Genesis
827	10/24/2016 12:13	76.3.102.242	bbannon@forumbenefits.com	BCBS Alpha Genesis Renewal Package 2017.pdf	Alpha Genesis
828	10/24/2016 12:13	76.3.102.242	bbannon@forumbenefits.com	BCBS Alpha Genesis Renewal Package 2017.pdf	Alpha Genesis
829	10/24/2016 12:13	76.3.102.242	bbannon@forumbenefits.com	BCBS Alpha Genesis Renewal Package 2017.pdf	Alpha Genesis

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831	10/20/2016 17:55	76.3.102.242	bbannon@forumbenefits.com	WHOLESALE BOUTIQUE Dental 1K IN 7-13-15.pdf	Wholesale
832	10/20/2016 17:55	76.3.102.242	bbannon@forumbenefits.com	WHOLESALE BOUTIQUE Dental 1K IN 7-13-15.pdf	Wholesale
833	10/20/2016 17:55	76.3.102.242	bbannon@forumbenefits.com	Wholesale Boutique Plan Summary.pdf	Wholesale
834	10/20/2016 17:55	76.3.102.242	bbannon@forumbenefits.com	Wholesale Boutique Plan Summary.pdf	Wholesale
835	10/20/2016 17:54	76.3.102.242	bbannon@forumbenefits.com	Unum Sold Case Paperwork.pdf	Wholesale
836	10/20/2016 17:54	76.3.102.242	bbannon@forumbenefits.com	Unum Sold Case Paperwork.pdf	Wholesale
837	10/20/2016 17:54	76.3.102.242	bbannon@forumbenefits.com	Unum Sold Case Paperwork.pdf	Wholesale
838	10/20/2016 17:51	76.3.102.242	bbannon@forumbenefits.com	SBC Unum Email Request.pdf	Wholesale
839	10/20/2016 17:51	76.3.102.242	bbannon@forumbenefits.com	SBC Unum Email Request.pdf	Wholesale
840	10/20/2016 17:51	76.3.102.242	bbannon@forumbenefits.com	SBC Unum Email Request.pdf	Wholesale
841	10/20/2016 17:51	76.3.102.242	bbannon@forumbenefits.com	SBC Unum Email Request.pdf	Wholesale
842	10/20/2016 17:51	76.3.102.242	bbannon@forumbenefits.com	SBC Unum Email Request.pdf	Wholesale
843	10/20/2016 17:51	76.3.102.242	bbannon@forumbenefits.com	SBC Unum Email Request.pdf	Wholesale
844	10/20/2016 17:48	76.3.102.242	bbannon@forumbenefits.com	Unum Vol LTD Quote.docx	Wholesale
845	10/20/2016 17:48	76.3.102.242	bbannon@forumbenefits.com	Unum Vol LTD Quote.docx	Wholesale
846	10/20/2016 17:48	76.3.102.242	bbannon@forumbenefits.com	Unum Vol LTD Quote.docx	Wholesale
847	10/20/2016 17:48	76.3.102.242	bbannon@forumbenefits.com	Unum Vol LTD Quote.docx	Wholesale
848	10/20/2016 17:48	76.3.102.242	bbannon@forumbenefits.com	Alternate Medical Plans.pdf	Wholesale
849	10/20/2016 17:48	76.3.102.242	bbannon@forumbenefits.com	Alternate Medical Plans.pdf	Wholesale
850	10/20/2016 17:47	76.3.102.242	bbannon@forumbenefits.com	Wholesale Unum-Vol Life ADD Benefit Summary (002).pdf	Wholesale
851	10/20/2016 17:47	76.3.102.242	bbannon@forumbenefits.com	Wholesale Unum-Vol Life ADD Benefit Summary (002).pdf	Wholesale
852	10/20/2016 17:46	76.3.102.242	bbannon@forumbenefits.com	Wholesale Boutique LTD Bi-Weekly Rates.pdf	Wholesale
853	10/20/2016 17:46	76.3.102.242	bbannon@forumbenefits.com	Wholesale Boutique LTD Bi-Weekly Rates.pdf	Wholesale
854	10/20/2016 17:46	76.3.102.242	bbannon@forumbenefits.com	SBC Unum Email Request.pdf	Wholesale
855	10/20/2016 17:46	76.3.102.242	bbannon@forumbenefits.com	SBC Unum Email Request.pdf	Wholesale
856	10/20/2016 17:46	76.3.102.242	bbannon@forumbenefits.com	SBC Unum Email Request.pdf	Wholesale
857	10/20/2016 17:46	76.3.102.242	bbannon@forumbenefits.com	SBC Unum Email Request.pdf	Wholesale
858	10/20/2016 17:46	76.3.102.242	bbannon@forumbenefits.com	SBC Unum Email Request.pdf	Wholesale
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862	10/20/2016 17:45	76.3.102.242	bbannon@forumbenefits.com	Unum Quote.doc	Wholesale
863	10/20/2016 17:45	76.3.102.242	bbannon@forumbenefits.com	Unum Quote.doc	Wholesale
864	10/20/2016 17:45	76.3.102.242	bbannon@forumbenefits.com	Unum Quote.doc	Wholesale
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866	10/20/2016 17:43	76.3.102.242	bbannon@forumbenefits.com	Unum Sold Case Paperwork.pdf	Wholesale
867	10/20/2016 17:43	76.3.102.242	bbannon@forumbenefits.com	Unum Sold Case Paperwork.pdf	Wholesale
868	10/20/2016 17:43	76.3.102.242	bbannon@forumbenefits.com	Unum Sold Case Paperwork.pdf	Wholesale
869	10/20/2016 17:43	76.3.102.242	bbannon@forumbenefits.com	Wholesale Boutique LTD Bi-Weekly Rates.pdf	Wholesale
870	10/20/2016 17:43	76.3.102.242	bbannon@forumbenefits.com	Wholesale Boutique LTD Bi-Weekly Rates.pdf	Wholesale
871	10/20/2016 17:42	76.3.102.242	bbannon@forumbenefits.com	2016 Vision Summary.pdf	Wholesale
872	10/20/2016 17:42	76.3.102.242	bbannon@forumbenefits.com	2016 Vision Summary.pdf	Wholesale
873	10/20/2016 17:42	76.3.102.242	bbannon@forumbenefits.com	2016 Vision Summary.pdf	Wholesale
874	10/20/2016 17:42	76.3.102.242	bbannon@forumbenefits.com	2016 Vision Summary.pdf	Wholesale
875	10/20/2016 17:42	76.3.102.242	bbannon@forumbenefits.com	2016 Vision Summary.pdf	Wholesale

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1	Date	IP address	User	Item	Group
922	10/20/2016 14:51	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016.pdf	Wholesale
923	10/20/2016 14:51	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016.pdf	Wholesale
924	10/20/2016 14:50	76.3.102.242	bbannon@forumbenefits.com	Addenda.docx	Wholesale
925	10/20/2016 14:50	76.3.102.242	bbannon@forumbenefits.com	Addenda.docx	Wholesale
926	10/20/2016 14:50	76.3.102.242	bbannon@forumbenefits.com	Addenda.docx	Wholesale
927	10/20/2016 14:50	76.3.102.242	bbannon@forumbenefits.com	Addenda.docx	Wholesale
928	10/20/2016 14:50	76.3.102.242	bbannon@forumbenefits.com	Addenda.docx	Wholesale
929	10/20/2016 14:50	76.3.102.242	bbannon@forumbenefits.com	Addenda.docx	Wholesale
930	10/20/2016 14:47	76.3.102.242	bbannon@forumbenefits.com	BCBS Prem.Claim 6.15 thru 5.16.xlsx	Wholesale
931	10/20/2016 14:47	76.3.102.242	bbannon@forumbenefits.com	BCBS Prem.Claim 6.15 thru 5.16.xlsx	Wholesale
932	10/20/2016 14:47	76.3.102.242	bbannon@forumbenefits.com	BCBS Prem.Claim 6.15 thru 5.16.xlsx	Wholesale
933	10/20/2016 14:47	76.3.102.242	bbannon@forumbenefits.com	BCBS Prem.Claim 6.15 thru 5.16.xlsx	Wholesale
934	10/20/2016 14:44	76.3.102.242	bbannon@forumbenefits.com	Alternate Medical Plans.pdf	Wholesale
935	10/20/2016 14:44	76.3.102.242	bbannon@forumbenefits.com	Alternate Medical Plans.pdf	Wholesale
936	10/20/2016 14:43	76.3.102.242	bbannon@forumbenefits.com	BCBS Reduced Alternates - HDHP100.pdf	Wholesale
937	10/20/2016 14:43	76.3.102.242	bbannon@forumbenefits.com	BCBS Reduced Alternates - HDHP100.pdf	Wholesale
938	10/20/2016 14:43	76.3.102.242	bbannon@forumbenefits.com	BCBS Reduced Alternates - HDHP80.pdf	Wholesale
939	10/20/2016 14:43	76.3.102.242	bbannon@forumbenefits.com	BCBS Reduced Alternates - HDHP80.pdf	Wholesale
940	10/20/2016 14:42	76.3.102.242	bbannon@forumbenefits.com	BCBS Reduced Alternates - HDHP100.pdf	Wholesale
941	10/20/2016 14:42	76.3.102.242	bbannon@forumbenefits.com	BCBS Reduced Alternates - HDHP100.pdf	Wholesale
942	10/20/2016 14:41	76.3.102.242	bbannon@forumbenefits.com	BCBS Reduced Alternates - HDHP80.pdf	Wholesale
943	10/20/2016 14:41	76.3.102.242	bbannon@forumbenefits.com	BCBS Reduced Alternates - HDHP80.pdf	Wholesale
944	10/20/2016 14:09	76.3.102.242	bbannon@forumbenefits.com	Alternate Medical Plans.pdf	Wholesale
945	10/20/2016 14:09	76.3.102.242	bbannon@forumbenefits.com	Alternate Medical Plans.pdf	Wholesale
946	10/20/2016 14:09	76.3.102.242	bbannon@forumbenefits.com	Alternate Medical Plans.pdf	Wholesale
947	10/20/2016 14:06	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016.pdf	Wholesale
948	10/20/2016 14:06	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016.pdf	Wholesale
949	10/20/2016 14:06	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016.pdf	Wholesale
950	10/20/2016 14:05	76.3.102.242	bbannon@forumbenefits.com	Alternate Medical Plans.pdf	Wholesale
951	10/20/2016 14:05	76.3.102.242	bbannon@forumbenefits.com	Alternate Medical Plans.pdf	Wholesale
952	10/20/2016 14:05	76.3.102.242	bbannon@forumbenefits.com	Alternate Medical Plans.pdf	Wholesale
953	10/20/2016 14:04	76.3.102.242	bbannon@forumbenefits.com	BCBS Reduced Alternates - HDHP80.pdf	Wholesale
954	10/20/2016 14:04	76.3.102.242	bbannon@forumbenefits.com	BCBS Reduced Alternates - HDHP80.pdf	Wholesale
955	10/20/2016 14:04	76.3.102.242	bbannon@forumbenefits.com	BCBS Reduced Alternates - HDHP80.pdf	Wholesale
956	10/20/2016 14:00	76.3.102.242	bbannon@forumbenefits.com	2016 Renewal Presentation - Wholesale.pptx	Wholesale
957	10/20/2016 14:00	76.3.102.242	bbannon@forumbenefits.com	2016 Renewal Presentation - Wholesale.pptx	Wholesale
958	10/20/2016 14:00	76.3.102.242	bbannon@forumbenefits.com	2016 Renewal Presentation - Wholesale.pptx	Wholesale
959	10/18/2016 9:26	76.3.102.242	bbannon@forumbenefits.com	Magnolia Plantation Plan Comparison.docx	Magnolia Plantation
960	10/18/2016 9:26	76.3.102.242	bbannon@forumbenefits.com	Magnolia Plantation Plan Comparison.docx	Magnolia Plantation
961	10/18/2016 9:26	76.3.102.242	bbannon@forumbenefits.com	Magnolia Blue Choice Master Group App_Signed.PDF	Magnolia Plantation
962	10/18/2016 9:26	76.3.102.242	bbannon@forumbenefits.com	Magnolia Blue Choice Master Group App_Signed.PDF	Magnolia Plantation
963	10/18/2016 9:26	76.3.102.242	bbannon@forumbenefits.com	Magnolia Blue Choice Master Group App_Signed.PDF	Magnolia Plantation
964	10/18/2016 9:26	76.3.102.242	bbannon@forumbenefits.com	Magnolia Blue Choice GRC.PDF	Magnolia Plantation
965	10/18/2016 9:26	76.3.102.242	bbannon@forumbenefits.com	Magnolia Blue Choice GRC.PDF	Magnolia Plantation
966	10/18/2016 9:26	76.3.102.242	bbannon@forumbenefits.com	Magnolia Blue Choice GRC.PDF	Magnolia Plantation
967	10/18/2016 9:25	76.3.102.242	bbannon@forumbenefits.com	Magnolia Plantation_BlueChoice Contract and Rates.PDF	Magnolia Plantation

	A	B	C	D	E
1	Date	IP address	User	Item	Group
1014	10/11/2016 18:00	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pdf	MSI Viking Gage
1015	10/11/2016 18:00	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pdf	MSI Viking Gage
1016	10/11/2016 18:00	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pdf	MSI Viking Gage
1017	10/11/2016 18:00	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pdf	MSI Viking Gage
1018	10/11/2016 18:00	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pdf	MSI Viking Gage
1019	10/11/2016 18:00	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pdf	MSI Viking Gage
1020	10/11/2016 18:00	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pdf	MSI Viking Gage
1021	10/11/2016 18:00	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pdf	MSI Viking Gage
1022	10/11/2016 18:00	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pdf	MSI Viking Gage
1023	10/11/2016 17:59	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016.pub	MSI Viking Gage
1024	10/11/2016 17:59	76.3.102.242	bbannon@forumbenefits.com	Benefit Booklet 2016.pub	MSI Viking Gage
1025	10/11/2016 17:57	76.3.102.242	bbannon@forumbenefits.com	BCBS Revised Renewal for 12 months & Alternates.pdf	MSI Viking Gage
1026	10/11/2016 17:57	76.3.102.242	bbannon@forumbenefits.com	BCBS Revised Renewal for 12 months & Alternates.pdf	MSI Viking Gage
1027	10/11/2016 17:57	76.3.102.242	bbannon@forumbenefits.com	BCBS Revised Renewal for 12 months & Alternates.pdf	MSI Viking Gage
1028	10/11/2016 17:57	76.3.102.242	bbannon@forumbenefits.com	BCBS Revised Renewal for 12 months & Alternates.pdf	MSI Viking Gage
1029	10/11/2016 17:57	76.3.102.242	bbannon@forumbenefits.com	BCBS Revised Renewal for 12 months & Alternates.pdf	MSI Viking Gage
1030	10/11/2016 17:54	76.3.102.242	bbannon@forumbenefits.com	9.26.16.pptx	INTERNAL
1031	10/11/2016 17:54	76.3.102.242	bbannon@forumbenefits.com	9.26.16.pptx	INTERNAL
1032	10/11/2016 17:53	76.3.102.242	bbannon@forumbenefits.com	10.3.16.pptx	INTERNAL
1033	10/11/2016 17:53	76.3.102.242	bbannon@forumbenefits.com	10.3.16.pptx	INTERNAL
1034	10/11/2016 10:38	76.3.100.198	bbannon@forumbenefits.com	CSA Updated 1.1.2016.xlsx	INTERNAL
1035	10/11/2016 10:38	76.3.100.198	bbannon@forumbenefits.com	CSA Updated 1.1.2016.xlsx	INTERNAL
1036	10/11/2016 10:38	76.3.100.198	bbannon@forumbenefits.com	harold CSA accounts.xlsx	INTERNAL
1037	10/11/2016 10:38	76.3.100.198	bbannon@forumbenefits.com	harold CSA accounts.xlsx	INTERNAL
1038	10/11/2016 10:37	76.3.100.198	bbannon@forumbenefits.com	Internal Stewardship Report.xlsx	INTERNAL
1039	10/11/2016 10:37	76.3.100.198	bbannon@forumbenefits.com	Internal Stewardship Report.xlsx	INTERNAL
1040	10/11/2016 10:36	76.3.100.198	bbannon@forumbenefits.com	Stewardship Tracking - DATA DUMP.xlsx	INTERNAL
1041	10/11/2016 10:36	76.3.100.198	bbannon@forumbenefits.com	Stewardship Tracking - DATA DUMP.xlsx	INTERNAL
1042	10/11/2016 9:32	76.3.100.198	bbannon@forumbenefits.com	Monthly Premium vs Claims Reporting (ALL Clients).xlsx	INTERNAL
1043	10/11/2016 9:32	76.3.100.198	bbannon@forumbenefits.com	Monthly Premium vs Claims Reporting (ALL Clients).xlsx	INTERNAL
1044	10/11/2016 9:32	76.3.100.198	bbannon@forumbenefits.com	Monthly Premium vs Claims Reporting (ALL Clients).xlsx	INTERNAL
1045	10/11/2016 9:31	76.3.100.198	bbannon@forumbenefits.com	steward report.xls	INTERNAL
1046	10/11/2016 9:31	76.3.100.198	bbannon@forumbenefits.com	steward report.xls	INTERNAL
1047	10/9/2016 20:34	76.3.100.198	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pdf	MSI Viking Gage
1048	10/9/2016 20:34	76.3.100.198	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pdf	MSI Viking Gage
1049	10/9/2016 20:34	76.3.100.198	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pdf	MSI Viking Gage
1050	10/9/2016 20:34	76.3.100.198	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pub	MSI Viking Gage
1051	10/9/2016 20:34	76.3.100.198	bbannon@forumbenefits.com	Benefit Booklet 2016-2017.pub	MSI Viking Gage
1052	9/30/2016 11:16	76.3.99.192	bbannon@forumbenefits.com	Contact Sheet 2016.pdf	Internal - Carrier
1053	9/30/2016 11:16	76.3.99.192	bbannon@forumbenefits.com	Contact Sheet 2016.pdf	Internal - Carrier
1054	9/30/2016 11:15	76.3.99.192	bbannon@forumbenefits.com	2014 Contacts List.pdf	Internal - Carrier
1055	9/30/2016 11:15	76.3.99.192	bbannon@forumbenefits.com	2014 Contacts List.pdf	Internal - Carrier
1056	9/30/2016 11:15	76.3.99.192	bbannon@forumbenefits.com	2014 Contacts List.pdf	Internal - Carrier
1057	9/30/2016 11:10	76.3.99.192	bbannon@forumbenefits.com	Contacts List.pdf	Internal - Carrier
1058	9/28/2016 16:28	76.3.99.192	bbannon@forumbenefits.com	Contact Sheet 2016.pdf	Internal - Carrier
1059	9/28/2016 16:28	76.3.99.192	bbannon@forumbenefits.com	Contact Sheet 2016.pdf	Internal - Carrier

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1	Date	IP address	User	Item	Group
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1061	9/28/2016 16:13	76.3.99.192	bbannon@forumbenefits.com	2014 Contacts List.pdf	Internal - Carrier
1062	9/28/2016 16:13	76.3.99.192	bbannon@forumbenefits.com	2014 Contacts List.pdf	Internal - Carrier
1063	9/28/2016 16:13	76.3.99.192	bbannon@forumbenefits.com	2014 Contacts List.pdf	Internal - Carrier
1064	9/28/2016 16:13	76.3.99.192	bbannon@forumbenefits.com	2014 Contacts List.pdf	Internal - Carrier
1065	9/28/2016 15:58	76.3.99.192	bbannon@forumbenefits.com	Wholesale Boutique AOR 3.1.14.pdf	Wholesale
1066	9/28/2016 15:54	76.3.99.192	bbannon@forumbenefits.com	Wholesale Boutique AOR 3.1.14.pdf	Wholesale
1067	9/28/2016 15:54	76.3.99.192	bbannon@forumbenefits.com	Wholesale Boutique AOR 3.1.14.pdf	Wholesale
1068	9/28/2016 15:54	76.3.99.192	bbannon@forumbenefits.com	Wholesale Boutique AOR 3.1.14.pdf	Wholesale
1069	9/28/2016 15:54	76.3.99.192	bbannon@forumbenefits.com	Chamber GRC for 51+ Metallic Plans.pdf	Internal - Carrier
1070	9/28/2016 15:54	76.3.99.192	bbannon@forumbenefits.com	Chamber GRC for 51+ Metallic Plans.pdf	Internal - Carrier
1071	9/28/2016 15:54	76.3.99.192	bbannon@forumbenefits.com	Chamber GRC for 51+ Metallic Plans.pdf	Internal - Carrier
1072	9/28/2016 15:53	76.3.99.192	bbannon@forumbenefits.com	51+ Account Manager Map.pdf	Internal - Carrier
1073	9/28/2016 15:53	76.3.99.192	bbannon@forumbenefits.com	51+ Account Manager Map.pdf	Internal - Carrier
1074	9/28/2016 15:53	76.3.99.192	bbannon@forumbenefits.com	51+ Account Manager Map.pdf	Internal - Carrier
1075	9/28/2016 15:53	76.3.99.192	bbannon@forumbenefits.com	51+ Account Manager Service Description.pdf	Internal - Carrier
1076	9/28/2016 15:53	76.3.99.192	bbannon@forumbenefits.com	51+ Account Manager Service Description.pdf	Internal - Carrier
1077	9/28/2016 15:50	76.3.99.192	bbannon@forumbenefits.com	BCBS Small Group Account Contacts & Emails.xlsx	Internal - Carrier
1078	9/28/2016 15:50	76.3.99.192	bbannon@forumbenefits.com	BCBS Small Group Account Contacts & Emails.xlsx	Internal - Carrier
1079	9/28/2016 15:39	76.3.99.192	bbannon@forumbenefits.com	Contacts List.pdf	Internal - Carrier
1080	9/28/2016 15:39	76.3.99.192	bbannon@forumbenefits.com	Contacts List.pdf	Internal - Carrier
1081	9/28/2016 15:30	76.3.99.192	bbannon@forumbenefits.com	Contact Sheet.pdf	Internal - Carrier
1082	9/28/2016 15:30	76.3.99.192	bbannon@forumbenefits.com	Contact Sheet.pdf	Internal - Carrier
1083	9/28/2016 15:30	76.3.99.192	bbannon@forumbenefits.com	Contacts list (emails) for new & renewal business.msg	Internal - Carrier
1084	9/28/2016 15:30	76.3.99.192	bbannon@forumbenefits.com	Contacts list (emails) for new & renewal business.msg	Internal - Carrier
1085	9/28/2016 15:30	76.3.99.192	bbannon@forumbenefits.com	Contacts list (emails) for new & renewal business.msg	Internal - Carrier
1086	9/28/2016 15:29	76.3.99.192	bbannon@forumbenefits.com	Contact Information.pdf	Internal - Carrier
1087	9/28/2016 15:29	76.3.99.192	bbannon@forumbenefits.com	Contact Information.pdf	Internal - Carrier
1088	9/28/2016 15:29	76.3.99.192	bbannon@forumbenefits.com	Contact Information.pdf	Internal - Carrier
1089	9/28/2016 15:29	76.3.99.192	bbannon@forumbenefits.com	Contact Information.pdf	Internal - Carrier
1090	9/28/2016 15:29	76.3.99.192	bbannon@forumbenefits.com	Contact Information.pdf	Internal - Carrier
1091	9/28/2016 15:29	76.3.99.192	bbannon@forumbenefits.com	Contact Information.pdf	Internal - Carrier
1092	9/21/2016 14:45	76.3.99.192	bbannon@forumbenefits.com	CSA Updated 1.1.2016.xlsx	INTERNAL
1093	9/21/2016 14:45	76.3.99.192	bbannon@forumbenefits.com	CSA Updated 1.1.2016.xlsx	INTERNAL
1094	9/21/2016 14:45	76.3.99.192	bbannon@forumbenefits.com	harold CSA accounts.xlsx	INTERNAL
1095	9/21/2016 14:45	76.3.99.192	bbannon@forumbenefits.com	harold CSA accounts.xlsx	INTERNAL
1096	9/21/2016 14:39	76.3.99.192	bbannon@forumbenefits.com	Stewardship Tracking - DATA DUMP.xlsx	INTERNAL
1097	9/21/2016 14:39	76.3.99.192	bbannon@forumbenefits.com	Stewardship Tracking - DATA DUMP.xlsx	INTERNAL
1098	9/21/2016 14:39	76.3.99.192	bbannon@forumbenefits.com	Stewardship Tracking - DATA DUMP.xlsx	INTERNAL
1099	9/21/2016 14:39	76.3.99.192	bbannon@forumbenefits.com	Stewardship Tracking - DATA DUMP.xlsx	INTERNAL
1100	9/21/2016 14:36	76.3.99.192	bbannon@forumbenefits.com	JuneCommissions.final.xlsx	INTERNAL
1101	9/21/2016 14:36	76.3.99.192	bbannon@forumbenefits.com	JuneCommissions.final.xlsx	INTERNAL
1102	9/21/2016 14:36	76.3.99.192	bbannon@forumbenefits.com	JuneCommissions.final.xlsx	INTERNAL
1103	9/21/2016 14:36	76.3.99.192	bbannon@forumbenefits.com	JuneCommissions.final.xlsx	INTERNAL
1104	9/21/2016 14:36	76.3.99.192	bbannon@forumbenefits.com	JuneCommissions.final.xlsx	INTERNAL
1105	9/21/2016 14:36	76.3.99.192	bbannon@forumbenefits.com	JuneCommissions.final.xlsx	INTERNAL

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1	Date	IP address	User	Item	Group
1474	9/19/2016 13:29	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation Silver 3500 HSA POS Rates Summary SBC.pdf	Magnolia Plantation
1475	9/19/2016 13:29	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation Silver 3500 HSA POS Rates Summary SBC.pdf	Magnolia Plantation
1476	9/19/2016 13:29	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation Silver 3500 HSA POS Rates Summary SBC.pdf	Magnolia Plantation
1477	9/19/2016 13:29	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation Silver 3500 HSA POS Rates Summary SBC.pdf	Magnolia Plantation
1478	9/19/2016 13:29	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation Silver 3500 HSA POS Rates Summary SBC.pdf	Magnolia Plantation
1479	9/19/2016 13:29	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation Silver 3500 HSA POS Rates Summary SBC.pdf	Magnolia Plantation
1480	9/19/2016 13:28	76.3.99.192	bbannon@forumbenefits.com	Magnolia Benefit Booklet 2016.pdf	Magnolia Plantation
1481	9/19/2016 13:28	76.3.99.192	bbannon@forumbenefits.com	Magnolia Benefit Booklet 2016.pdf	Magnolia Plantation
1482	9/19/2016 13:27	76.3.99.192	bbannon@forumbenefits.com	Magnolia Blue Choice Master Group App_Signed.PDF	Magnolia Plantation
1483	9/19/2016 13:27	76.3.99.192	bbannon@forumbenefits.com	Magnolia Blue Choice Master Group App_Signed.PDF	Magnolia Plantation
1484	9/19/2016 13:27	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation_BlueChoice Contract and Rates.PDF	Magnolia Plantation
1485	9/19/2016 13:27	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation_BlueChoice Contract and Rates.PDF	Magnolia Plantation
1486	9/19/2016 13:27	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation_BlueChoice Contract and Rates.PDF	Magnolia Plantation
1487	9/19/2016 13:26	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation_BlueChoice Contract and Rates.PDF	Magnolia Plantation
1488	9/19/2016 13:26	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation_BlueChoice Contract and Rates.PDF	Magnolia Plantation
1489	9/19/2016 13:26	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation_BlueChoice Contract and Rates.PDF	Magnolia Plantation
1490	9/19/2016 13:26	76.3.99.192	bbannon@forumbenefits.com	Magnolia Blue Choice GRC.PDF	Magnolia Plantation
1491	9/19/2016 13:26	76.3.99.192	bbannon@forumbenefits.com	Magnolia Blue Choice GRC.PDF	Magnolia Plantation
1492	9/19/2016 13:25	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation Plan Comparison.docx	Magnolia Plantation
1493	9/19/2016 13:25	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation Plan Comparison.docx	Magnolia Plantation
1494	9/19/2016 13:25	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation Plan Comparison.docx	Magnolia Plantation
1495	9/19/2016 13:25	76.3.99.192	bbannon@forumbenefits.com	Magnolia Plantation Plan Comparison.docx	Magnolia Plantation
1496	9/18/2016 13:06	76.3.99.192	bbannon@forumbenefits.com	Medicare Transition.xls	J. Henry Stuhr
1497	9/18/2016 13:06	76.3.99.192	bbannon@forumbenefits.com	Medicare Transition.xls	J. Henry Stuhr
1498	9/18/2016 13:05	76.3.99.192	bbannon@forumbenefits.com	United Concordia Enrollment Info.xls	J. Henry Stuhr
1499	9/18/2016 13:05	76.3.99.192	bbannon@forumbenefits.com	United Concordia Enrollment Info.xls	J. Henry Stuhr
1500	9/18/2016 13:04	76.3.99.192	bbannon@forumbenefits.com	VLTD BENEFIT SUMMARY 12-8-11.pdf	J. Henry Stuhr
1501	9/18/2016 13:04	76.3.99.192	bbannon@forumbenefits.com	VLTD BENEFIT SUMMARY 12-8-11.pdf	J. Henry Stuhr
1502	9/18/2016 13:04	76.3.99.192	bbannon@forumbenefits.com	VLTD BENEFIT SUMMARY 12-8-11.pdf	J. Henry Stuhr
1503	9/18/2016 13:03	76.3.99.192	bbannon@forumbenefits.com	United Concordia Renewal.pdf	J. Henry Stuhr
1504	9/18/2016 13:01	76.3.99.192	bbannon@forumbenefits.com	Stuhr Renewal.pdf	J. Henry Stuhr
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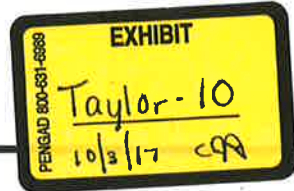
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1857	9/8/2016 10:09	76.3.99.192	bbannon@forumbenefits.com	BCBS Metallic Quotes.pdf	CYDC	
1858	9/8/2016 10:09	76.3.99.192	bbannon@forumbenefits.com	BCBS Metallic Quotes.pdf	CYDC	
1859	9/8/2016 10:08	76.3.99.192	bbannon@forumbenefits.com	BCBS Metallic Plan Comparison.pdf	CYDC	
1860	9/8/2016 10:08	76.3.99.192	bbannon@forumbenefits.com	BCBS Metallic Plan Comparison.pdf	CYDC	
1861	9/8/2016 9:56	76.3.99.192	bbannon@forumbenefits.com	CYDC Renewal Spreadsheet 2016.xlsx	CYDC	
1862	9/8/2016 9:56	76.3.99.192	bbannon@forumbenefits.com	CYDC Renewal Spreadsheet 2016.xlsx	CYDC	
1863	9/8/2016 9:56	76.3.99.192	bbannon@forumbenefits.com	CYDC Renewal Spreadsheet 2016.xlsx	CYDC	
1864	9/8/2016 9:56	76.3.99.192	bbannon@forumbenefits.com	CYDC Renewal Spreadsheet 2016.xlsx	CYDC	
1865	9/8/2016 9:54	76.3.99.192	bbannon@forumbenefits.com	CYDC Renewal Spreadsheet 2016.xlsx	CYDC	
1866	9/8/2016 9:54	76.3.99.192	bbannon@forumbenefits.com	CYDC Renewal Spreadsheet 2016.xlsx	CYDC	
1867	9/8/2016 9:54	76.3.99.192	bbannon@forumbenefits.com	CYDC Renewal Spreadsheet 2016.xlsx	CYDC	
1868	9/8/2016 9:54	76.3.99.192	bbannon@forumbenefits.com	CYDC Renewal Spreadsheet 2016.xlsx	CYDC	
1869	9/8/2016 9:52	76.3.99.192	bbannon@forumbenefits.com	Pre Renewal Presentation 2016.pptx	CYDC	
1870	9/8/2016 9:52	76.3.99.192	bbannon@forumbenefits.com	Pre Renewal Presentation 2016.pptx	CYDC	
1871	9/1/2016 13:45	76.3.99.192	bbannon@forumbenefits.com	NOTES on 2016 Medical Renewal.pdf	MSI Viking Gage	
1872	9/1/2016 13:41	76.3.99.192	bbannon@forumbenefits.com	Renewal Presentation 10.1.16 - MSI.pptx	MSI Viking Gage	
1873	9/1/2016 13:41	76.3.99.192	bbannon@forumbenefits.com	Renewal Presentation 10.1.16 - MSI.pptx	MSI Viking Gage	
1874	9/1/2016 13:41	76.3.99.192	bbannon@forumbenefits.com	Renewal Presentation 10.1.16 - MSI.pptx	MSI Viking Gage	
1875	9/1/2016 13:40	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet 10.2016 - MSI.xlsx	MSI Viking Gage	
1876	9/1/2016 13:40	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet 10.2016 - MSI.xlsx	MSI Viking Gage	
1877	9/1/2016 13:39	76.3.99.192	bbannon@forumbenefits.com	Renewal Presentation 2016.pdf	MSI Viking Gage	
1878	9/1/2016 13:39	76.3.99.192	bbannon@forumbenefits.com	Renewal Presentation 2016.pdf	MSI Viking Gage	
1879	9/1/2016 13:39	76.3.99.192	bbannon@forumbenefits.com	Renewal Presentation 2016.pdf	MSI Viking Gage	
1880	9/1/2016 13:38	76.3.99.192	bbannon@forumbenefits.com	NOTES on 2016 Medical Renewal.pdf	MSI Viking Gage	
1881	9/1/2016 13:38	76.3.99.192	bbannon@forumbenefits.com	NOTES on 2016 Medical Renewal.pdf	MSI Viking Gage	
1882	9/1/2016 13:38	76.3.99.192	bbannon@forumbenefits.com	NOTES on 2016 Renewal.pdf	MSI Viking Gage	
1883	9/1/2016 13:38	76.3.99.192	bbannon@forumbenefits.com	NOTES on 2016 Renewal.pdf	MSI Viking Gage	
1884	9/1/2016 13:38	76.3.99.192	bbannon@forumbenefits.com	NOTES on 2016 Renewal.pdf	MSI Viking Gage	
1885	9/1/2016 13:38	76.3.99.192	bbannon@forumbenefits.com	NOTES on 2016 Renewal.pdf	MSI Viking Gage	
1886	9/1/2016 13:37	76.3.99.192	bbannon@forumbenefits.com	NOTES on 2016 Medical Renewal.pdf	MSI Viking Gage	
1887	9/1/2016 13:37	76.3.99.192	bbannon@forumbenefits.com	NOTES on 2016 Medical Renewal.pdf	MSI Viking Gage	

	A	B	C	D	E
1	Date	IP address	User	Item	Group
1888	9/1/2016 13:37	76.3.99.192	bbannon@forumbenefits.com	NOTES on 2016 Medical Renewal.pdf	MSI Viking Gage
1889	9/1/2016 13:37	76.3.99.192	bbannon@forumbenefits.com	NOTES on 2016 Medical Renewal.pdf	MSI Viking Gage
1890	9/1/2016 13:37	76.3.99.192	bbannon@forumbenefits.com	NOTES on 2016 Medical Renewal.pdf	MSI Viking Gage
1891	9/1/2016 13:35	76.3.99.192	bbannon@forumbenefits.com	Renewal Presentation 2016.pdf	MSI Viking Gage
1892	9/1/2016 13:35	76.3.99.192	bbannon@forumbenefits.com	Renewal Presentation 2016.pdf	MSI Viking Gage
1893	9/1/2016 13:35	76.3.99.192	bbannon@forumbenefits.com	Renewal Presentation 2016.pdf	MSI Viking Gage
1894	9/1/2016 13:35	76.3.99.192	bbannon@forumbenefits.com	Renewal Presentation 10.1.16 - MSI.pptx	MSI Viking Gage
1895	9/1/2016 13:35	76.3.99.192	bbannon@forumbenefits.com	Renewal Presentation 10.1.16 - MSI.pptx	MSI Viking Gage
1896	9/1/2016 13:35	76.3.99.192	bbannon@forumbenefits.com	BCBS Large Claims.pdf	MSI Viking Gage
1897	9/1/2016 13:35	76.3.99.192	bbannon@forumbenefits.com	BCBS Large Claims.pdf	MSI Viking Gage
1898	8/23/2016 10:59	76.3.99.192	bbannon@forumbenefits.com	Business ADVANTAGE Benefit Grid (Metallic Plans).pdf	Internal - Carrier
1899	8/23/2016 10:51	76.3.99.192	bbannon@forumbenefits.com	Business ADVANTAGE Benefit Grid (Metallic Plans).pdf	Internal - Carrier
1900	8/22/2016 8:15	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (00) - 6.14 thru 5.15.docx	CYDC
1901	8/22/2016 8:15	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (00) - 6.14 thru 5.15.docx	CYDC
1902	8/22/2016 8:14	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (01) - 6.14 thru 5.15.docx	CYDC
1903	8/22/2016 8:14	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (01) - 6.14 thru 5.15.docx	CYDC
1904	8/22/2016 8:14	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claim 5.15 thru 5.16.docx	CYDC
1905	8/22/2016 8:14	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claim 5.15 thru 5.16.docx	CYDC
1906	8/22/2016 8:14	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (TOTAL) - 5.15 thru 5.16.docx	CYDC
1907	8/22/2016 8:14	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (TOTAL) - 5.15 thru 5.16.docx	CYDC
1908	8/22/2016 8:13	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (TOTAL) - 6.14 thru 5.15.docx	CYDC
1909	8/22/2016 8:13	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (TOTAL) - 6.14 thru 5.15.docx	CYDC
1910	8/22/2016 8:13	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (TOTAL) - 6.14 thru 5.15.docx	CYDC
1911	8/22/2016 8:13	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (TOTAL) - 6.14 thru 5.15.docx	CYDC
1912	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (00) - 6.14 thru 5.15.docx	CYDC
1913	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (00) - 6.14 thru 5.15.docx	CYDC
1914	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (00) - 6.14 thru 5.15.docx	CYDC
1915	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (00) - 6.14 thru 5.15.docx	CYDC
1916	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (00) - 6.14 thru 5.15.docx	CYDC
1917	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1918	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1919	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1920	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1921	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1922	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1923	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1924	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1925	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1926	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1927	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1928	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1929	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1930	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1931	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1932	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC
1933	8/22/2016 8:12	76.3.99.192	bbannon@forumbenefits.com	CYDC Corrected Batch 1.pdf	CYDC

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1	Date	IP address	User	Item	Group
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1935	8/22/2016 8:10	76.3.99.192	bbannon@forumbenefits.com	CYDC Health and Rx Issues.xlsx	CYDC
1936	8/22/2016 8:10	76.3.99.192	bbannon@forumbenefits.com	CYDC Health and Rx Issues.xlsx	CYDC
1937	8/22/2016 8:10	76.3.99.192	bbannon@forumbenefits.com	CYDC Health and Rx Issues.xlsx	CYDC
1938	8/22/2016 8:10	76.3.99.192	bbannon@forumbenefits.com	CYDC Health and Rx Issues.xlsx	CYDC
1939	8/22/2016 8:07	76.3.99.192	bbannon@forumbenefits.com	LF Proposal - Carolina Youth Development Cente.xls	CYDC
1940	8/22/2016 8:07	76.3.99.192	bbannon@forumbenefits.com	LF Proposal - Carolina Youth Development Cente.xls	CYDC
1941	8/22/2016 8:03	76.3.99.192	bbannon@forumbenefits.com	CYDC 2015 Renewal.xlsx	CYDC
1942	8/22/2016 8:03	76.3.99.192	bbannon@forumbenefits.com	CYDC 2015 Renewal.xlsx	CYDC
1943	8/22/2016 8:03	76.3.99.192	bbannon@forumbenefits.com	CYDC 2015 Renewal.xlsx	CYDC
1944	8/22/2016 8:03	76.3.99.192	bbannon@forumbenefits.com	CYDC 2015 Renewal.xlsx	CYDC
1945	8/22/2016 8:03	76.3.99.192	bbannon@forumbenefits.com	CYDC 2015 Renewal.xlsx	CYDC
1946	8/22/2016 8:03	76.3.99.192	bbannon@forumbenefits.com	CYDC 2015 Renewal.xlsx	CYDC
1947	8/22/2016 8:00	76.3.99.192	bbannon@forumbenefits.com	BCBS Reduced Rates (final).pdf	CYDC
1948	8/22/2016 8:00	76.3.99.192	bbannon@forumbenefits.com	BCBS Reduced Rates (final).pdf	CYDC
1949	8/22/2016 7:54	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (TOTAL) - 5.15 thru 5.16.docx	CYDC
1950	8/22/2016 7:54	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (TOTAL) - 5.15 thru 5.16.docx	CYDC
1951	8/22/2016 7:54	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (TOTAL) - 5.15 thru 5.16.docx	CYDC
1952	8/22/2016 7:54	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (TOTAL) - 5.15 thru 5.16.docx	CYDC
1953	8/22/2016 7:54	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (TOTAL) - 5.15 thru 5.16.docx	CYDC
1954	8/22/2016 7:54	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (TOTAL) - 5.15 thru 5.16.docx	CYDC
1955	8/22/2016 7:54	76.3.99.192	bbannon@forumbenefits.com	BCBS Prem.Claims (TOTAL) - 5.15 thru 5.16.docx	CYDC
1956	8/21/2016 18:08	191.237.42.7	bbannon@forumbenefits.com	Hoffman Hoffman Renewal Spreadsheet.xlsx	Hoffman & Hoffman
1957	8/21/2016 18:08	76.3.99.192	bbannon@forumbenefits.com	Hoffman Hoffman Renewal Spreadsheet.xlsx	Hoffman & Hoffman
1958	8/21/2016 18:08	76.3.99.192	bbannon@forumbenefits.com	Hoffman Hoffman Renewal Spreadsheet.xlsx	Hoffman & Hoffman
1959	8/19/2016 12:14	76.3.99.192	bbannon@forumbenefits.com	Alpha Genesis CRM Census.xls	Alpha Genesis
1960	8/19/2016 12:14	76.3.99.192	bbannon@forumbenefits.com	Alpha Genesis CRM Census.xls	Alpha Genesis
1961	8/19/2016 12:13	76.3.99.192	bbannon@forumbenefits.com	Alpha Genesis CRM Census.xls	Alpha Genesis
1962	8/19/2016 12:13	76.3.99.192	bbannon@forumbenefits.com	Alpha Genesis CRM Census.xls	Alpha Genesis
1963	8/19/2016 12:11	76.3.99.192	bbannon@forumbenefits.com	Alpha Genesis CRM Census.xls	Alpha Genesis
1964	8/19/2016 12:11	76.3.99.192	bbannon@forumbenefits.com	Alpha Genesis CRM Census.xls	Alpha Genesis
1965	8/18/2016 14:43	76.3.99.192	bbannon@forumbenefits.com	BCBS Renewal Document.pdf	Berenyi
1966	8/18/2016 14:43	76.3.99.192	bbannon@forumbenefits.com	BCBS Renewal Document.pdf	Berenyi
1967	8/3/2016 10:19	76.3.99.192	bbannon@forumbenefits.com	Principal - pre renewal information form - MSI Viking.pdf	MSI Viking Gage
1968	8/3/2016 10:19	76.3.99.192	bbannon@forumbenefits.com	Principal - pre renewal information form - MSI Viking.pdf	MSI Viking Gage
1969	8/1/2016 14:33	76.3.99.192	bbannon@forumbenefits.com	BCBS Renewal 2016.pdf	Polaris
1970	8/1/2016 14:33	76.3.99.192	bbannon@forumbenefits.com	BCBS Renewal 2016.pdf	Polaris
1971	8/1/2016 14:33	76.3.99.192	bbannon@forumbenefits.com	BCBS Renewal 2016.pdf	Polaris
1972	8/1/2016 14:33	76.3.99.192	bbannon@forumbenefits.com	BCBS Renewal 2016.pdf	Polaris
1973	8/1/2016 14:33	76.3.99.192	bbannon@forumbenefits.com	BCBS Renewal 2016.pdf	Polaris
1974	8/1/2016 14:33	76.3.99.192	bbannon@forumbenefits.com	BCBS Renewal 2016.pdf	Polaris
1975	8/1/2016 14:33	76.3.99.192	bbannon@forumbenefits.com	BCBS Renewal 2016.pdf	Polaris
1976	8/1/2016 14:33	76.3.99.192	bbannon@forumbenefits.com	BCBS Renewal 2016.pdf	Polaris
1977	8/1/2016 14:33	76.3.99.192	bbannon@forumbenefits.com	BCBS Renewal 2016.pdf	Polaris
1978	8/1/2016 14:33	76.3.99.192	bbannon@forumbenefits.com	BCBS Renewal 2016.pdf	Polaris
1979	8/1/2016 14:33	76.3.99.192	bbannon@forumbenefits.com	BCBS Renewal 2016.pdf	Polaris

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1	Date	IP address	User	Item	Group
2072	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2073	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2074	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2075	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2076	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2077	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2078	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2079	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2080	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2081	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2082	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2083	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2084	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2085	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2086	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2087	8/1/2016 14:12	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2088	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2089	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2090	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2091	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2092	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2093	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2094	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2095	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2096	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2097	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2098	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2099	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2100	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2101	8/1/2016 14:11	76.3.99.192	bbannon@forumbenefits.com	Renewal Spreadsheet.xlsx	Jordan Construction
2102	8/1/2016 14:10	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2103	8/1/2016 14:10	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2104	8/1/2016 14:10	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2105	8/1/2016 14:10	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2106	8/1/2016 14:10	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2107	8/1/2016 14:10	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2108	8/1/2016 14:10	76.3.99.192	bbannon@forumbenefits.com	BCBS renewal 2016.pdf	Jordan Construction
2109					
2110					
2111					
2112	COLOR KEY:				
2113	HIPAA DATA				
2114	INTELLECTUAL DATA				
2115	GROUPS THAT ARE NOT BANNON'S				
2116	NOT HIS ACCOUNT & HIPAA DATA				



Dean Haskell

From: Kelly Hagan <Kelly.Hagan@assuredptrnl.com>
Sent: Friday, November 11, 2016 8:35 AM
To: Jim Brady; Brian Bannon
Cc: Jon Taylor; Mack Ward
Subject: Employee Navigator set up

Brian: I just wanted to remind you that when we originally spoke, you indicated that you would have someone in your office who could update the carriers with the eligibility changes for these clients until we can get the file specifications set up after Q4. According to Jim, it looks like there is very little activity (adds/changes/terminations) on these accounts based on what he could find on the current portals.

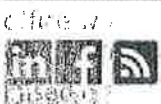
Kelly Hagan

Vice President of Operations, Employee Benefits

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Kelly.hagan@assuredptrnl.com

www.assuredptrnl.com



DISCLAIMER

From: Jim Brady
Sent: Friday, November 11, 2016 7:36 AM
To: Brian Bannon
Cc: Jon Taylor; Kelly Hagan; Mack Ward
Subject: RE: Introducing Brian Bannon

Brian, the three groups listed below are built in our EE Nav and all data has been collected. We have not taken all the screen shots yet as we wanted to get everything copied over ASAP. The plans and documents are all built in our system and read for enrollment. We copied over EEs/Deps/Beneficiaries/enrollment information. Everything is built and we can setup call with the groups for next week to review their new sites.

In the meantime we will be going back in to collect screenshots but we built them side by side. Thanks

- Groups
- Premier Logistics
- Carolina Youth
- St Andrews

We did not build Alpha Genesis as there is nothing to build. Thanks

JIM BRADY | DIRECTOR
BeneSolv, an ASSUREDPARTNERS company
895 Central Ave. Suite 1000, Cincinnati, OH 45202

O 513-250-3035 | F 513.624.1732 | E jim.brady@benesolv.com
www.BeneSolv.com

Disclosure

From: Brian Bannon [<mailto:bbannon1996@gmail.com>]
Sent: Wednesday, November 09, 2016 9:34 AM
To: Jim Brady
Cc: Jon Taylor; Kelly Hagan; Mack Ward
Subject: Re: Introducing Brian Bannon

Jim,

That's incorrect. I sent you an email yesterday from my Assured Partners email for another client (St. Andrews Public Service District. That brings the total to three (3).

Thanks,
Brian Bannon

On Tue, Nov 8, 2016 at 6:33 PM, Jim Brady <jim.brady@benesolv.com> wrote:

Brian, they are working, we have downloaded all current enrollment details, we are next going to take screenshots and build the plans in the next couple of days. TO confirm, we are only building the two sites for Premier and Carolina Youth. The other site we don't have any details for an will not be able to build. Thanks

JIM BRADY | DIRECTOR

BeneSolv, an **ASSURED PARTNERS** company
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O [513-250-3035](tel:513-250-3035) | F [513.624.1732](tel:513.624.1732) | E jim.brady@benesolv.com

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Disclosure

From: Brian Bannon [<mailto:bbannon1996@gmail.com>]
Sent: Monday, November 07, 2016 2:49 PM
To: Jim Brady
Cc: Jon Taylor; Kelly Hagan; Mack Ward

Subject: Re: Introducing Brian Bannon

Jim/Kelly,

I hope you guys are doing well.

Please confirm that the updated Pass/UserID's for EE Navigator I sent you on 11/2 are working (see previous email for the Carolina Youth Development, and Premier Logistics).

Thanks,

Brian Bannon

On Wed, Nov 2, 2016 at 3:08 PM, Brian Bannon <bbannon1996@gmail.com> wrote:

Jim/Kelly

Please find the correct Employee Navigator userID/passwords. I've logged into and have verified they're both working.

Carolina Youth Development Center

Employer User ID: tmcclam0806

Password: sydney0806#

Premier Logistics Solutions

Employer User ID: morteraa

Password: Premier904?

Alpha Genesis - They're only signed up for Navigator's 1094/1095 filing service, but not actively enrolling. They haven't been given userID/Password.

Please let me know if you need anything else.

Brian Bannon
(843) 860-1291

On Mon, Oct 31, 2016 at 11:25 AM, Brian Bannon <bbannon1996@gmail.com> wrote:

I'm on it....will get back to you. Brian

On Mon, Oct 31, 2016 at 11:21 AM, Jim Brady <jim.brady@benesolv.com> wrote:

Brian, we tried to login as both of these people listed below over the weekend and we are not able to login, both had a password invalid error returned. We copied and pasted directly from the below so I am not sure why they wouldn't work. Can you check and see if they work for your team or the group? Thanks

JIM BRADY | DIRECTOR

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Disclosure

From: Brian Bannon [mailto:bbannon1996@gmail.com]

Sent: Thursday, October 27, 2016 1:05 PM

To: Jon Taylor; Kelly Hagan; Jim Brady

Cc: Holly Schardine; Mack Ward

Subject: Re: Introducing Brian Bannon

Jim/Kelly,

Please use the attached info. to make copies of the Employee Navigator websites for the following clients that are moving with me to Assured Partners/NL:

Carolina Youth Development Center

Carriers: BCBS of SC, AlwaysCare, Mutual of Omaha

Renewal Dates: 10/1

1095/1094 filing service: No

Employer Actively using EN: No (under construction to actively enroll employees)

Employees Actively using EN: No (under construction)

Employer User ID: tmcclam0806

Password: Sydney0806#

Premier Logistics Solutions

Carriers: BCBS of SC, Guardian

Renewal Dates: 4/1

1094/1095 filing service: Yes

Employer Actively using EN: Yes

Employees Actively using EN: Yes

Employer User ID: Morteraa

Password: Premier904?

Alpha Genesis

Carriers: BCBS of SC, Guardian, Companion Life

Renewal Dates: 1/1

1094/1095 filing service: No

Employer Actively using EN: No

Employees Actively using EN: No

Employer User ID: None

Employer Password: None

(Alpha Genesis has signed up 1094/1095 filing service only. Currently using ADP for payroll)

*Premier Logistics is priority as their employees are actively using EN for enrollments/changes. If at all possible I'd like for them to enrollment capability ASAP and prior to 1/1.

Carolina Youth Development Center, and Alpha Genesis are fine with going live on EN on 1/1.

If you have any trouble with UserID/Passwords please let me know.

Thanks for your help,

Brian Bannon
(843) 860-1291

On Tue, Sep 13, 2016 at 10:13 PM, Jon Taylor <Jon.Taylor@assuredptrnl.com> wrote:

Hey Jim / Holly,

I've cc'd Brian Bannon.

Brian works with the same agency "Forum" that Mack Ward worked with and needs to understand the system only solution for his clients that he's moving over to our Charleston office.

If you would, share your contact info with Brian and you guys connect to outline a plan to roll this business over. What timeline is realistic, etc.

Brian, feel free to reply to all with a summary of your book of business, expectations, etc.

I'd like to see final pricing for approval.

Thank you,

JT

Jon Taylor

Managing Director

AssuredPartners NL
Faber Place Drive, Suite 400

N Charleston, SC 29405

P 843.552.3464 F 843.569.7209 C 843.817.2300

jon.taylor@assuredptrnl.com

www.assuredptrnl.com

DISCLAIMER

Dean Haskell



From: Brian Bannon <Brian.Bannon@assuredptrnl.com>
Sent: Friday, November 18, 2016 10:59 AM
To: Michelle Fralix
Subject: RE: Premier Logistics Solutions WSTL Template
Attachments: BCBS 60 par rates NEW.pdf

Michelle,

This is a big help, thanks. I've scoured my files but I wasn't able to pull what I wanted off Forum's website. So, I'm sending you what I think they currently have for medical with BCBS (see attached BCBS quotes/rates):

BCBS Business Blue Chamber HDHP #5
3500/7000 Ded.
3500/5500 OOP Max.
100/60

and

Michelle

BCBS Business Blue Chamber Preferred 60/40
2000/6000 Ded.
4000/8000 OOP Max.

I'm 90% sure this is what they have with BCBS. I could not find a copy of the actual signed rates, SBC, etc....or anything else.

Thanks again,

Brian

From: Michelle Fralix
Sent: Friday, November 18, 2016 10:12 AM
To: Brian Bannon
Cc: Michelle Fralix
Subject: Premier Logistics Solutions WSTL Template

Brian,

Please see the attached Written Service Timeline. We provide this for all of our groups. I have been able to confirm that they have a 4/1 renewal with BCBS and with Guardian. I have already obtained the Guardian plan documents from the carrier. If you have the Medical plan summary please send for my records.

According to the Guardian billing statement they have 65 employees.

Michelle Fralix, HIA
Account Executive

AssuredPartners NL

3860 Faber Place Drive, Suite 400

North Charleston, SC 29405

P 843.552.3143 F 843.569.7209

Michelle.Fralix@assuredptml.com

www.assuredptml.com



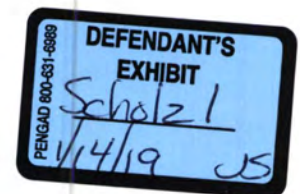
DISCLAIMER



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J. Michael Scholz Curriculum Vitae



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3509 Iron Horse Road Ladson, SC 29456
7103 Baker's Bridge Ave., Ste 102 Brentwood, TN 37027



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Curriculum Vitae

J. Michael Scholz, ACE, CCLO, CCPA
3509 Iron Horse Road
Ladson, SC 29456
843-203-4020
michael.scholz@esi-insight.com

Education

The Citadel
B.A. Criminal Justice

May 2014

Professional Experience

ESI Insight, LLC (Formerly a Division of Liberty Business Associates, LLC) January 2019 - Present
Vice President of Operations

Liberty Business Associates, LLC May 2014 – December 2018
Digital Forensics Examiner, Assistant Facility Security Officer (AFSO), IT Manager

Certifications and Licenses

AccessData Certified Examiner v.6 (ACE), April 2017

AccessData Certified Examiner v.5 (ACE), March 2015

Cellebrite Certified Logical Operator (CCLO), December 2017

Cellebrite Certified Physical Analyst (CCPA), December 2017

Private Investigator, South Carolina license number RD211311

Security Clearance

Top Secret (Active)

Computer and Mobile Forensics Education

AccessData Training:

AccessData FTK Bootcamp

AccessData Advanced FTK

AccessData Certified Examiner Prep Course

Cellebrite Training:

Cellebrite Mobile Forensics Fundamentals

Cellebrite Logical Operator Course

Cellebrite Physical Analyst Course

E-Discovery Training

Certified E-Discovery Specialist (CEDS) Prep Session 1

Certified E-Discovery Specialist (CEDS) Prep Session 2

Certified E-Discovery Specialist (CEDS) Prep Session 3

Nextpoint E-Discovery Platform Training

Other training:

2015 and 2016 Techno Security and Forensics Conference

BlackBag Webinar: Advance Windows Artifacts

Windows 7 Registry Forensics

Invited Lecture

Digital Forensics 101 CLE; The University of South Carolina School of Law	March 2017
Digital Forensics 101 Recorded Video CLE; The South Carolina Bar Association	March 2017
Introduction to Digital Forensics; The Intersection (or Collision) of Technology and Law	April 2017
Digital Forensics 101 CLE; Charleston Association of Legal Assistants	August 2018

Memberships

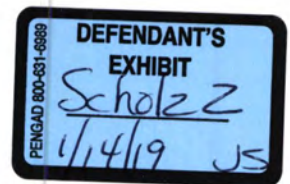
Association of Certified E-Discovery Specialists	July 2018 – Present
--	---------------------



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3317-6 Lab Forms



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Chain of Custody Form



Case No. 3317-6

Evidence No. 3317-6-1

Page No. 1 of 1

Chain of Custody

SUBMITTER Item 1	RECEIVER Item 1
Name: BRIAN STRITT Signature:	Name: Michael Schultz Signature:
Date & Time: 2-24-17 9:26 AM Yes / <input checked="" type="radio"/> No	Date & Time: 2-24-17 9:26 am
SUBMITTER Item 1	RECEIVER Item 1
Name: Michael Schultz Signature:	Name: LBA Storage (locker 3) Signature: LBA Storage (locker 3)
Date & Time: 2-24-17 11:07 am Yes / <input checked="" type="radio"/> No	Date & Time: 2-24-17 11:07 am
SUBMITTER Item 1	RECEIVER Item 1
Name: LBA Storage (Locker 3) Signature: LBA Storage (Locker 3)	Name: Michael Schultz Signature:
Date & Time: 2-27-17 0838 Yes / <input checked="" type="radio"/> No	Date & Time: 2-27-17 0838
SUBMITTER Item 1	RECEIVER Item 1
Name: Michael Schultz Signature:	Name: LBA Storage Signature: Locker #3
Date & Time: 2-28-17 0911 Yes / <input checked="" type="radio"/> No	Date & Time: 2-28-17 0911
SUBMITTER	RECEIVER
Name:	Name:
Signature:	Signature:
Date & Time:	Date & Time:
SUBMITTER	RECEIVER
Name:	Name:
Signature:	Signature:
Date & Time:	Date & Time:
SUBMITTER	RECEIVER
Name:	Name:
Signature:	Signature:
Date & Time:	Date & Time:

If this form is full please continue on another page

Evidence Form



Case No. 3317-6

Evidence No. 3317-6-1

Digital Forensics Lab

PLEASE COMPLETE FORM IN UPPERCASE

Section A: Evidence Collection

Date/Time Collected Collected by Michael Scholz

Site Address
Columbia, SC
(Starbucks)

Section B: Evidence Details

Date/Time Stored

Storage Location Locker 3 (LBA Forensics Lab)

Device Type Desktop Capacity N/A

Manufacturer Dell Model ZT5ASR1 D07D^{JMD}

Serial No. ZT5ASR1

Image Acquired: Yes No

If no provide reason:

Computer Case

Image Verified: Yes No

If no provide reason:

no image taken

Acquisition Log Attached: Yes No

If no provide reason:

no image taken

This form is to be used when collecting a hardware device containing data that may be of interest in a case. Guidelines:

- Ensure that this form only refers to one item of evidence and that one is completed for each item of evidence
- This form must be accompanied by Chain of Custody forms which detail the individuals that have handled the evidence
- Further remarks can be noted in Section C: Remarks
- It is important that these forms are kept with the evidence at all times
- Upon handover or disposal please complete Section D: Evidence Handover

Evidence Form



Case No. 3317-6

Evidence No. 3317-6-1-001

Digital Forensics
Lab

PLEASE COMPLETE FORM IN UPPERCASE

Section A: Evidence Collection

Date/Time Collected Collected by Michael Scholz

Site Address
Columbia, SC
(Starbucks)

Section B: Evidence Details

Date/Time Stored

Storage Location Locker 3 (LBA Forensics Lab)

Device Type Hard Drive Capacity 320 GB

Manufacturer Seagate Model ST3320413AS

Serial No. WZAOKTNZ

Image Acquired: Yes No

If no provide reason:

Image Verified: Yes No

If no provide reason:

Acquisition Log Attached: Yes No

If no provide reason:

This form is to be used when collecting a hardware device containing data that may be of interest in a case. Guidelines:

- Ensure that this form only refers to one item of evidence and that one is completed for each item of evidence
- This form must be accompanied by Chain of Custody forms which detail the individuals that have handled the evidence
- Further remarks can be noted in Section C: Remarks
- It is important that these forms are kept with the evidence at all times
- Upon handover or disposal please complete Section D: Evidence Handover

3317-6-1-001_IMAGE.E01

Created By AccessData® FTK® Imager 3.4.3.3

Case Information:

Acquired using: ADI3.4.3.3

Case Number: 3317-6

Evidence Number: 3317-6-1-001

Unique Description:

Examiner: M. Scholz

Notes:

Information for G:\3317-6 Stritt\3317-6-1-001\3317-6-1-001_IMAGE:

Physical Evidentiary Item (Source) Information:

[Device Info]

Source Type: Physical

[Drive Geometry]

Cylinders: 38,913

Tracks per Cylinder: 255

Sectors per Track: 63

Bytes per Sector: 512

Sector Count: 625,142,448

[Physical Drive Information]

Drive Model: ST332041 3AS USB Device

Drive Serial Number: W2A0KTNZ

Drive Interface Type: USB

Removable drive: False

Source data size: 305245 MB

Sector count: 625142448

[Computed Hashes]

MD5 checksum: bafab058939619ade19f345bb18536f4

SHA1 checksum: 587e55680d74daa6254c63920c3cc2519817058e

Image Information:

Acquisition started: Mon Feb 27 09:58:05 2017

Acquisition finished: Mon Feb 27 11:02:22 2017

Segment list:

G:\3317-6\3317-6-1-001\3317-6-1-001_IMAGE.E01

Image Verification Results:

Verification started: Mon Feb 27 11:02:57 2017

Verification finished: Mon Feb 27 13:32:33 2017

MD5 checksum: bafab058939619ade19f345bb18536f4 : verified

SHA1 checksum: 587e55680d74daa6254c63920c3cc2519817058e : verified

Date	02-21-2017
Name	Brian Stritt
Phone	
Email	bstritt@forumbenefits.com
Address	
Litigation	Yes
Opposing	
Media	Desktop Computer
Type of Case	Business
Time Frame	
Details	<p>Employee (Brian Bannan) possibly Downloaded and stole large amounts of company Data.</p> <ul style="list-style-type: none"> - Bannan began reorg compet. (Assured Partners) <ul style="list-style-type: none"> - took clients w/ him. - Accessed over 2,400 Files on Sharepoint. - Was there any email comms from personal email on work Device? - Was there any USB Device Activity? - Activity Date range Aug 2016 → Dec 2016 - Names of interest: <ul style="list-style-type: none"> - Jon Taylor - Steve Epps - Amy Fralix (goes by Michelle) - Mack Ward

Case Notes Form



Case No. 3317-6

1. Took Forensic image of item 3317-6-1-001
2. Processed image using FTK
3. - identified user account Brian Bannon (SID 1001)
 - identified Bannon Personal email (bbannon1996@gmail.com)
 - found in email Tab
 - Applied Date filter (mod date is b/w 6-1-16 → 1-1-17)
 - reviewed Recent Files
 - reviewed Recycle Bin Files
 - reviewed Carved Files (removed Date Filter)
 - performed index searches for:

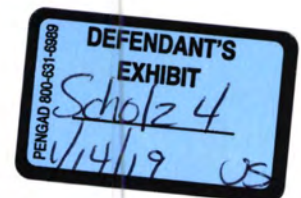
- Jon Taylor	Hits
	1196
- Steve Epps	2184
- Amy Fratix	0
- Michelle Fratix	896
- Mack word	33650
 - Numerous hits in pagefile.sys:
 - reviewed and located email comms
 - Reviewed Mounted Devices from System File in Registry viewer
 - Reviewed USBSTOR from System File in Registry viewer
 - identified multiple external Drives
 - Reviewed Lnk Files (Applied Date Filter)
 - Identified multiple Lnk Files associated to external storage
 - identified Lnk File for Palmetto Benefit management
 - reviewed contents of Palmetto Benefit management Folder under Brian Bannon User account.



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3317-6 Lnk Files Report



SC: (843) 329.1991
TN: (615) 229.2932



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Page 1 of 4

[Next Page>>](#)[Last Page>>>>](#)**Bookmark: Lnk files****Comments:**

Creator: lba

File Count: 97

Files Bookmarked**File Comments:**

Name	Commission Tracking Spreadsheet.Ink
Physical Size	8192 B
Logical Size	5497 B
Created Date	8/24/2016 1:38:06 PM (2016-08-24 17:38:06 UTC)
Modified Date	8/24/2016 1:38:06 PM (2016-08-24 17:38:06 UTC)
Accessed Date	8/24/2016 1:38:06 PM (2016-08-24 17:38:06 UTC)
Path	3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian Bannan/AppData/Roaming/Microsoft/Windows/Recent/Commission Tracking Spreadsheet.Ink
Exported as	files\178850.Ink (Binary link)

File Comments:

Name	BB Commission Tracking Spreadsheet.Ink
Physical Size	8192 B
Logical Size	5530 B
Created Date	8/24/2016 1:39:32 PM (2016-08-24 17:39:32 UTC)
Modified Date	8/24/2016 1:39:32 PM (2016-08-24 17:39:32 UTC)
Accessed Date	8/24/2016 1:39:32 PM (2016-08-24 17:39:32 UTC)
Path	3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian Bannan/AppData/Roaming/Microsoft/Windows/Recent/BB Commission Tracking Spreadsheet.Ink
Exported as	files\178847.Ink (Binary link)

File Comments:

Name	PBM RFP Document.Ink
Physical Size	8192 B
Logical Size	6887 B
Created Date	8/24/2016 1:43:22 PM (2016-08-24 17:43:22 UTC)
Modified Date	8/24/2016 1:43:22 PM (2016-08-24 17:43:22 UTC)
Accessed Date	8/24/2016 1:43:22 PM (2016-08-24 17:43:22 UTC)
Path	3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian Bannan/AppData/Roaming/Microsoft/Windows/Recent/PBM RFP Document.Ink
Exported as	files\178845.Ink (Binary link)

File Comments:

Name	2015 IRA Contribution.Ink
Physical Size	4096 B
Logical Size	3761 B
Created Date	4/12/2016 3:37:50 PM (2016-04-12 19:37:50 UTC)
Modified Date	8/24/2016 3:25:12 PM (2016-08-24 19:25:12 UTC)
Accessed Date	8/24/2016 3:25:12 PM (2016-08-24 19:25:12 UTC)
Path	

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/2015 IRA Contribution.Ink

Exported as [files\178882.Ink](#) (Binary link)

File Comments:

Name Wholesale Boutique 9-1.Ink
Physical Size 12288 B
Logical Size 8441 B
Created Date 9/13/2016 9:32:23 AM (2016-09-13 13:32:23 UTC)
Modified Date 9/13/2016 9:32:23 AM (2016-09-13 13:32:23 UTC)
Accessed Date 9/13/2016 9:32:23 AM (2016-09-13 13:32:23 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Wholesale Boutique 9-1.Ink

Exported as [files\178836.Ink](#) (Binary link)

File Comments:

Name Employee Census - Group Health (All Companies).Ink
Physical Size 16384 B
Logical Size 12631 B
Created Date 9/6/2016 3:33:33 PM (2016-09-06 19:33:33 UTC)
Modified Date 9/13/2016 3:08:59 PM (2016-09-13 19:08:59 UTC)
Accessed Date 9/13/2016 3:08:59 PM (2016-09-13 19:08:59 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Employee Census - Group Health (All
Companies).Ink

Exported as [files\178869.Ink](#) (Binary link)

File Comments:

Name Group_Size_Review2016 (2).Ink
Physical Size 12288 B
Logical Size 11933 B
Created Date 9/13/2016 3:13:59 PM (2016-09-13 19:13:59 UTC)
Modified Date 9/13/2016 3:13:59 PM (2016-09-13 19:13:59 UTC)
Accessed Date 9/13/2016 3:13:59 PM (2016-09-13 19:13:59 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Group_Size_Review2016 (2).Ink

Exported as [files\178332.Ink](#) (Binary link)

File Comments:

Name New Prospecting Spreadsheet-Revised with Brian's Prospects.Ink
Physical Size 12288 B
Logical Size 10877 B
Created Date 10/9/2013 3:28:10 PM (2013-10-09 19:28:10 UTC)
Modified Date 9/14/2016 10:26:32 AM (2016-09-14 14:26:32 UTC)
Accessed Date 9/14/2016 10:26:32 AM (2016-09-14 14:26:32 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/New Prospecting Spreadsheet-Revised with
Brian's Prospects.Ink

Exported as [files\178875.Ink](#) (Binary link)

File Comments:

Name Alpha Genesis PAR 2015.Ink

Physical Size 16384 B
Logical Size 14341 B
Created Date 9/18/2016 12:13:02 PM (2016-09-18 16:13:02 UTC)
Modified Date 9/18/2016 12:13:02 PM (2016-09-18 16:13:02 UTC)
Accessed Date 9/18/2016 12:13:02 PM (2016-09-18 16:13:02 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Alpha Genesis PAR 2015.Ink
Exported as [files\178340.Ink](#) (Binary link)

File Comments:

Name SAVANNAH P&C Prospecting Spreadsheet.Ink
Physical Size 12288 B
Logical Size 10635 B
Created Date 8/31/2016 2:54:26 PM (2016-08-31 18:54:26 UTC)
Modified Date 9/18/2016 2:34:20 PM (2016-09-18 18:34:20 UTC)
Accessed Date 9/18/2016 2:34:20 PM (2016-09-18 18:34:20 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/SAVANNAH P&C Prospecting Spreadsheet.Ink
Exported as [files\178865.Ink](#) (Binary link)

File Comments:

Name Old prospect lists.Ink
Physical Size 12288 B
Logical Size 8313 B
Created Date 4/27/2015 3:24:02 PM (2015-04-27 19:24:02 UTC)
Modified Date 9/18/2016 2:34:20 PM (2016-09-18 18:34:20 UTC)
Accessed Date 9/18/2016 2:34:20 PM (2016-09-18 18:34:20 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Old prospect lists.Ink
Exported as [files\178860.Ink](#) (Binary link)

File Comments:

Name P&C Prospecting Spreadsheet.Ink
Physical Size 400 B
Logical Size 394 B
Created Date 3/15/2016 1:40:20 PM (2016-03-15 17:40:20 UTC)
Modified Date 9/18/2016 2:35:00 PM (2016-09-18 18:35:00 UTC)
Accessed Date 9/18/2016 2:35:00 PM (2016-09-18 18:35:00 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/P&C Prospecting Spreadsheet.Ink
Exported as [files\178886.Ink](#) (Binary link)

File Comments:

Name 2015 Renewal.Ink
Physical Size 12288 B
Logical Size 10228 B
Created Date 8/9/2016 10:02:02 AM (2016-08-09 14:02:02 UTC)
Modified Date 9/21/2016 2:15:46 PM (2016-09-21 18:15:46 UTC)
Accessed Date 9/21/2016 2:15:46 PM (2016-09-21 18:15:46 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/2015 Renewal.Ink

Exported as [files\178848.Ink](#) (Binary link)

File Comments:

Name 2014 Renewal cover Ltr -agent.Ink
Physical Size 12288 B
Logical Size 10602 B
Created Date 9/21/2016 2:28:20 PM (2016-09-21 18:28:20 UTC)
Modified Date 9/21/2016 2:28:20 PM (2016-09-21 18:28:20 UTC)
Accessed Date 9/21/2016 2:28:20 PM (2016-09-21 18:28:20 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/2014 Renewal cover Ltr -agent.Ink

Exported as [files\178676.Ink](#) (Binary link)

File Comments:

Name Allstate september payroll deductions.Ink
Physical Size 16384 B
Logical Size 15835 B
Created Date 9/26/2016 11:47:17 AM (2016-09-26 15:47:17 UTC)
Modified Date 9/26/2016 11:47:17 AM (2016-09-26 15:47:17 UTC)
Accessed Date 9/26/2016 11:47:17 AM (2016-09-26 15:47:17 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Allstate september payroll deductions.Ink

Exported as [files\178675.Ink](#) (Binary link)

File Comments:

Name Agent of Record.Ink
Physical Size 12288 B
Logical Size 10448 B
Created Date 9/21/2016 2:28:45 PM (2016-09-21 18:28:45 UTC)
Modified Date 9/30/2016 11:26:37 AM (2016-09-30 15:26:37 UTC)
Accessed Date 9/30/2016 11:26:37 AM (2016-09-30 15:26:37 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Agent of Record.Ink

Exported as [files\178856.Ink](#) (Binary link)

File Comments:

Name J. Henry Stuhr.Ink
Physical Size 12288 B
Logical Size 8357 B
Created Date 9/21/2016 2:28:20 PM (2016-09-21 18:28:20 UTC)
Modified Date 9/30/2016 11:26:37 AM (2016-09-30 15:26:37 UTC)
Accessed Date 9/30/2016 11:26:37 AM (2016-09-30 15:26:37 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/J. Henry Stuhr.Ink

Exported as [files\178889.Ink](#) (Binary link)

File Comments:

Name 2015 Taxes.Ink
Physical Size 4096 B
Logical Size 1649 B

Created Date 8/24/2016 3:24:55 PM (2016-08-24 19:24:55 UTC)
Modified Date 10/6/2016 4:52:08 PM (2016-10-06 20:52:08 UTC)
Accessed Date 10/6/2016 4:52:08 PM (2016-10-06 20:52:08 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/2015 Taxes.Ink

Exported as [files\178897.Ink](#) (Binary link)

File Comments:

Name 2016 Renewal Spreadsheet - Wholesale.Ink
Physical Size 16384 B
Logical Size 12751 B
Created Date 10/20/2016 2:56:26 PM (2016-10-20 18:56:26 UTC)
Modified Date 10/20/2016 2:56:26 PM (2016-10-20 18:56:26 UTC)
Accessed Date 10/20/2016 2:56:26 PM (2016-10-20 18:56:26 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/2016 Renewal Spreadsheet - Wholesale.Ink

Exported as [files\178331.Ink](#) (Binary link)

File Comments:

Name 2016 Renewal Presentation - Wholesale.Ink
Physical Size 16384 B
Logical Size 12762 B
Created Date 7/11/2016 1:53:44 PM (2016-07-11 17:53:44 UTC)
Modified Date 10/20/2016 2:56:32 PM (2016-10-20 18:56:32 UTC)
Accessed Date 10/20/2016 2:56:32 PM (2016-10-20 18:56:32 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/2016 Renewal Presentation - Wholesale.Ink

Exported as [files\178872.Ink](#) (Binary link)

File Comments:

Name 2017.Ink
Physical Size 12288 B
Logical Size 10057 B
Created Date 10/24/2016 12:17:08 PM (2016-10-24 16:17:08 UTC)
Modified Date 10/24/2016 3:50:16 PM (2016-10-24 19:50:16 UTC)
Accessed Date 10/24/2016 3:50:16 PM (2016-10-24 19:50:16 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/2017.Ink

Exported as [files\178679.Ink](#) (Binary link)

File Comments:

Name Current Renewal Rates.LNK
Physical Size 4096 B
Logical Size 1900 B
Created Date 10/27/2016 12:21:52 PM (2016-10-27 16:21:52 UTC)
Modified Date 10/27/2016 12:21:52 PM (2016-10-27 16:21:52 UTC)
Accessed Date 10/27/2016 12:21:52 PM (2016-10-27 16:21:52 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Office/Recent/Current Renewal Rates.LNK

Exported as [files\169636.LNK](#) (Binary link)

File Comments:

Name Current Renewal Rates.Ink
Physical Size 12288 B
Logical Size 10553 B
Created Date 10/27/2016 12:21:52 PM (2016-10-27 16:21:52 UTC)
Modified Date 10/27/2016 12:21:52 PM (2016-10-27 16:21:52 UTC)
Accessed Date 10/27/2016 12:21:52 PM (2016-10-27 16:21:52 UTC)
Path
3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Current Renewal Rates.Ink
Exported as [files\178673.Ink](#) (Binary link)

File Comments:

Name Alpha Genesis 1-1.Ink
Physical Size 12288 B
Logical Size 8382 B
Created Date 8/19/2016 12:10:25 PM (2016-08-19 16:10:25 UTC)
Modified Date 10/27/2016 12:21:52 PM (2016-10-27 16:21:52 UTC)
Accessed Date 10/27/2016 12:21:52 PM (2016-10-27 16:21:52 UTC)
Path
3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Alpha Genesis 1-1.Ink
Exported as [files\178695.Ink](#) (Binary link)

File Comments:

Name Renewal Spreadsheet 2016.Ink
Physical Size 16384 B
Logical Size 14363 B
Created Date 9/18/2016 12:11:53 PM (2016-09-18 16:11:53 UTC)
Modified Date 10/27/2016 12:22:23 PM (2016-10-27 16:22:23 UTC)
Accessed Date 10/27/2016 12:22:23 PM (2016-10-27 16:22:23 UTC)
Path
3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Renewal Spreadsheet 2016.Ink
Exported as [files\178877.Ink](#) (Binary link)

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[Next Page>>](#)[Last Page>>>>](#)

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Bookmark: Lnk files

Comments:

Creator: lba

File Count: 97

Files Bookmarked

File Comments:

Name 2016 Renewal.lnk
Physical Size 12288 B
Logical Size 11908 B
Created Date 6/2/2016 1:15:27 PM (2016-06-02 17:15:27 UTC)
Modified Date 10/27/2016 12:22:23 PM (2016-10-27 16:22:23 UTC)
Accessed Date 10/27/2016 12:22:23 PM (2016-10-27 16:22:23 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/2016 Renewal.lnk
Exported as [files\178895.lnk](#) (Binary link)

File Comments:

Name Premier Logistics 4.1.2016 Renewal Presentation - PowerPoint.lnk
Physical Size 16384 B
Logical Size 14670 B
Created Date 7/16/2016 5:11:59 PM (2016-07-16 21:11:59 UTC)
Modified Date 10/27/2016 12:23:59 PM (2016-10-27 16:23:59 UTC)
Accessed Date 10/27/2016 12:23:59 PM (2016-10-27 16:23:59 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Premier Logistics 4.1.2016 Renewal
 Presentation - PowerPoint.lnk
Exported as [files\178661.lnk](#) (Binary link)

File Comments:

Name Renewal.lnk
Physical Size 12288 B
Logical Size 11849 B
Created Date 10/27/2016 12:23:59 PM (2016-10-27 16:23:59 UTC)
Modified Date 10/27/2016 12:23:59 PM (2016-10-27 16:23:59 UTC)
Accessed Date 10/27/2016 12:23:59 PM (2016-10-27 16:23:59 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Renewal.lnk
Exported as [files\179705.lnk](#) (Binary link)

File Comments:

Name CYDC 2015 Renewal.lnk
Physical Size 12288 B
Logical Size 12121 B
Created Date 10/27/2016 12:27:45 PM (2016-10-27 16:27:45 UTC)
Modified Date 10/27/2016 12:27:45 PM (2016-10-27 16:27:45 UTC)
Accessed Date 10/27/2016 12:27:45 PM (2016-10-27 16:27:45 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/CYDC 2015 Renewal.Ink

Exported as [files\178658.Ink](#) (Binary link)

File Comments:

Name 2015.Ink
Physical Size 12288 B
Logical Size 9937 B
Created Date 7/16/2016 5:04:56 PM (2016-07-16 21:04:56 UTC)
Modified Date 10/27/2016 12:27:45 PM (2016-10-27 16:27:45 UTC)
Accessed Date 10/27/2016 12:27:45 PM (2016-10-27 16:27:45 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/2015.Ink

Exported as [files\178680.Ink](#) (Binary link)

File Comments:

Name St Andrews Renewal Presentation 2016.Ink
Physical Size 16384 B
Logical Size 12630 B
Created Date 5/18/2016 8:49:08 AM (2016-05-18 12:49:08 UTC)
Modified Date 10/27/2016 2:41:30 PM (2016-10-27 18:41:30 UTC)
Accessed Date 10/27/2016 2:41:30 PM (2016-10-27 18:41:30 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/St Andrews Renewal Presentation 2016.Ink

Exported as [files\178844.Ink](#) (Binary link)

File Comments:

Name 2014.Ink
Physical Size 12288 B
Logical Size 10144 B
Created Date 8/23/2016 3:50:10 PM (2016-08-23 19:50:10 UTC)
Modified Date 10/27/2016 2:51:40 PM (2016-10-27 18:51:40 UTC)
Accessed Date 10/27/2016 2:51:40 PM (2016-10-27 18:51:40 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/2014.Ink

Exported as [files\178867.Ink](#) (Binary link)

File Comments:

Name 2016 - St. Andrews Large Claims Summary.Ink
Physical Size 16384 B
Logical Size 12446 B
Created Date 10/27/2016 3:03:36 PM (2016-10-27 19:03:36 UTC)
Modified Date 10/27/2016 3:03:36 PM (2016-10-27 19:03:36 UTC)
Accessed Date 10/27/2016 3:03:36 PM (2016-10-27 19:03:36 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/2016 - St. Andrews Large Claims Summary.Ink

Exported as [files\178857.Ink](#) (Binary link)

File Comments:

Name Renewal Checklist and Timeline.Ink
Physical Size 16384 B

Logical Size 12446 B
Created Date 10/27/2016 3:05:28 PM (2016-10-27 19:05:28 UTC)
Modified Date 10/27/2016 3:05:28 PM (2016-10-27 19:05:28 UTC)
Accessed Date 10/27/2016 3:05:28 PM (2016-10-27 19:05:28 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Renewal Checklist and Timeline.Ink

Exported as [files\178852.Ink](#) (Binary link)

File Comments:

Name 2016 - BCBS REVISED4 St. Andrews Current Renewal Rates FINAL.Ink
Physical Size 4096 B
Logical Size 2288 B
Created Date 10/27/2016 3:12:12 PM (2016-10-27 19:12:12 UTC)
Modified Date 10/27/2016 3:12:12 PM (2016-10-27 19:12:12 UTC)
Accessed Date 10/27/2016 3:12:12 PM (2016-10-27 19:12:12 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/2016 - BCBS REVISED4 St. Andrews Current
 Renewal Rates FINAL.Ink

Exported as [files\178853.Ink](#) (Binary link)

File Comments:

Name 2016 - BCBS REVISED4 St. Andrews Current Renewal Rates FINAL.LNK
Physical Size 4096 B
Logical Size 2213 B
Created Date 10/27/2016 3:12:17 PM (2016-10-27 19:12:17 UTC)
Modified Date 10/27/2016 3:12:17 PM (2016-10-27 19:12:17 UTC)
Accessed Date 10/27/2016 3:12:17 PM (2016-10-27 19:12:17 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Office/Recent/2016 - BCBS REVISED4 St. Andrews Current
 Renewal Rates FINAL.LNK

Exported as [files\169643.LNK](#) (Binary link)

File Comments:

Name 2016 - St. Andrews Current Renewal Rates.Ink
Physical Size 16384 B
Logical Size 12465 B
Created Date 10/27/2016 3:15:48 PM (2016-10-27 19:15:48 UTC)
Modified Date 10/27/2016 3:15:48 PM (2016-10-27 19:15:48 UTC)
Accessed Date 10/27/2016 3:15:48 PM (2016-10-27 19:15:48 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/2016 - St. Andrews Current Renewal Rates.Ink

Exported as [files\178883.Ink](#) (Binary link)

File Comments:

Name 2016.LNK
Physical Size 4096 B
Logical Size 1816 B
Created Date 10/27/2016 3:12:12 PM (2016-10-27 19:12:12 UTC)
Modified Date 10/27/2016 3:15:49 PM (2016-10-27 19:15:49 UTC)
Accessed Date 10/27/2016 3:15:49 PM (2016-10-27 19:15:49 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Office/Recent/2016.LNK

Exported as [files\170002.LNK](#) (Binary link)

File Comments:

Name 2016 - St. Andrews Current Renewal Rates.LNK
Physical Size 4096 B
Logical Size 2113 B
Created Date 10/27/2016 3:15:51 PM (2016-10-27 19:15:51 UTC)
Modified Date 10/27/2016 3:15:51 PM (2016-10-27 19:15:51 UTC)
Accessed Date 10/27/2016 3:15:51 PM (2016-10-27 19:15:51 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Office/Recent/2016 - St. Andrews Current Renewal Rates.LNK

Exported as [files\169645.LNK](#) (Binary link)

File Comments:

Name Palmetto Benefit Management.Ink
Physical Size 496 B
Logical Size 495 B
Created Date 10/30/2016 12:05:14 PM (2016-10-30 16:05:14 UTC)
Modified Date 10/30/2016 12:05:14 PM (2016-10-30 16:05:14 UTC)
Accessed Date 10/30/2016 12:05:14 PM (2016-10-30 16:05:14 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Palmetto Benefit Management.Ink

Exported as [files\178859.Ink](#) (Binary link)

File Comments:

Name Palmetto Benefit Management.LNK
Physical Size 456 B
Logical Size 455 B
Created Date 10/30/2016 12:05:14 PM (2016-10-30 16:05:14 UTC)
Modified Date 10/30/2016 12:05:14 PM (2016-10-30 16:05:14 UTC)
Accessed Date 10/30/2016 12:05:14 PM (2016-10-30 16:05:14 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Office/Recent/Palmetto Benefit Management.LNK

Exported as [files\170003.LNK](#) (Binary link)

File Comments:

Name St. Andrews Renewal Presentation 2016 Part 2.Ink
Physical Size 16384 B
Logical Size 12707 B
Created Date 7/16/2016 5:19:26 PM (2016-07-16 21:19:26 UTC)
Modified Date 11/1/2016 11:29:38 AM (2016-11-01 15:29:38 UTC)
Accessed Date 11/1/2016 11:29:38 AM (2016-11-01 15:29:38 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/St. Andrews Renewal Presentation 2016 Part 2.Ink

Exported as [files\178849.Ink](#) (Binary link)

File Comments:

Name 2016 - St. Andrews Renewal Letter.Ink
Physical Size 16384 B

Logical Size 12575 B
Created Date 10/27/2016 3:03:53 PM (2016-10-27 19:03:53 UTC)
Modified Date 11/1/2016 11:31:10 AM (2016-11-01 15:31:10 UTC)
Accessed Date 11/1/2016 11:31:10 AM (2016-11-01 15:31:10 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/2016 - St. Andrews Renewal Letter.Ink
Exported as [files\178878.Ink](#) (Binary link)

File Comments:

Name 2016 - St. Andrews Renewal Letter.LNK
Physical Size 4096 B
Logical Size 2078 B
Created Date 10/28/2016 9:41:06 AM (2016-10-28 13:41:06 UTC)
Modified Date 11/1/2016 11:31:11 AM (2016-11-01 15:31:11 UTC)
Accessed Date 11/1/2016 11:31:11 AM (2016-11-01 15:31:11 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Office/Recent/2016 - St. Andrews Renewal Letter.LNK
Exported as [files\170004.LNK](#) (Binary link)

File Comments:

Name Allstate Revised Invoice.Ink
Physical Size 16384 B
Logical Size 13835 B
Created Date 11/7/2016 12:32:56 PM (2016-11-07 17:32:56 UTC)
Modified Date 11/7/2016 12:32:56 PM (2016-11-07 17:32:56 UTC)
Accessed Date 11/7/2016 12:32:56 PM (2016-11-07 17:32:56 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Allstate Revised Invoice.Ink
Exported as [files\178338.Ink](#) (Binary link)

File Comments:

Name Audited Allstate Invoice for November.Ink
Physical Size 16384 B
Logical Size 13186 B
Created Date 11/7/2016 12:33:00 PM (2016-11-07 17:33:00 UTC)
Modified Date 11/7/2016 12:33:00 PM (2016-11-07 17:33:00 UTC)
Accessed Date 11/7/2016 12:33:00 PM (2016-11-07 17:33:00 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Audited Allstate Invoice for November.Ink
Exported as [files\178843.Ink](#) (Binary link)

File Comments:

Name St. Andrews Public 7-1.Ink
Physical Size 12288 B
Logical Size 10981 B
Created Date 11/7/2016 12:32:56 PM (2016-11-07 17:32:56 UTC)
Modified Date 11/7/2016 12:33:00 PM (2016-11-07 17:33:00 UTC)
Accessed Date 11/7/2016 12:33:00 PM (2016-11-07 17:33:00 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/St. Andrews Public 7-1.Ink

Exported as [files\178699.Ink](#) (Binary link)

File Comments:

Name Document (32).Ink
Physical Size 360 B
Logical Size 356 B
Created Date 11/11/2016 2:00:00 PM (2016-11-11 19:00:00 UTC)
Modified Date 11/11/2016 2:00:00 PM (2016-11-11 19:00:00 UTC)
Accessed Date 11/11/2016 2:00:00 PM (2016-11-11 19:00:00 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Document (32).Ink

Exported as [files\178916.Ink](#) (Binary link)

File Comments:

Name Document (39).Ink
Physical Size 360 B
Logical Size 356 B
Created Date 11/11/2016 2:00:07 PM (2016-11-11 19:00:07 UTC)
Modified Date 11/11/2016 2:00:07 PM (2016-11-11 19:00:07 UTC)
Accessed Date 11/11/2016 2:00:07 PM (2016-11-11 19:00:07 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Document (39).Ink

Exported as [files\178914.Ink](#) (Binary link)

File Comments:

Name Document (40).Ink
Physical Size 360 B
Logical Size 356 B
Created Date 11/11/2016 2:00:11 PM (2016-11-11 19:00:11 UTC)
Modified Date 11/11/2016 2:00:11 PM (2016-11-11 19:00:11 UTC)
Accessed Date 11/11/2016 2:00:11 PM (2016-11-11 19:00:11 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Document (40).Ink

Exported as [files\178920.Ink](#) (Binary link)

Page 2 of 4 <<<<First Page <<Previous Page Next Page>> Last Page>>>>

Bookmark: Lnk files**Comments:**

Creator: lba

File Count: 97

Files Bookmarked**File Comments:**

Name Brian's Work Files.LNK
Physical Size 4096 B
Logical Size 1051 B
Created Date 11/11/2016 2:01:01 PM (2016-11-11 19:01:01 UTC)
Modified Date 11/11/2016 2:01:01 PM (2016-11-11 19:01:01 UTC)
Accessed Date 11/11/2016 2:01:01 PM (2016-11-11 19:01:01 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Office/Recent/Brian's Work Files.LNK
Exported as [files\169639.LNK](#) (Binary link)

File Comments:

Name Copy of Prospect Coast.Ink
Physical Size 4096 B
Logical Size 3016 B
Created Date 11/11/2016 2:01:01 PM (2016-11-11 19:01:01 UTC)
Modified Date 11/11/2016 2:01:01 PM (2016-11-11 19:01:01 UTC)
Accessed Date 11/11/2016 2:01:01 PM (2016-11-11 19:01:01 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Copy of Prospect Coast.Ink
Exported as [files\178851.Ink](#) (Binary link)

File Comments:

Name Brian's Work Files.Ink
Physical Size 4096 B
Logical Size 1737 B
Created Date 11/11/2016 2:01:01 PM (2016-11-11 19:01:01 UTC)
Modified Date 11/11/2016 2:01:01 PM (2016-11-11 19:01:01 UTC)
Accessed Date 11/11/2016 2:01:01 PM (2016-11-11 19:01:01 UTC)
Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Brian's Work Files.Ink
Exported as [files\178840.Ink](#) (Binary link)

File Comments:

Name Copy of Prospect Coast.LNK
Physical Size 4096 B
Logical Size 1263 B
Created Date 11/11/2016 2:01:01 PM (2016-11-11 19:01:01 UTC)
Modified Date 11/11/2016 2:01:01 PM (2016-11-11 19:01:01 UTC)
Accessed Date 11/11/2016 2:01:01 PM (2016-11-11 19:01:01 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Office/Recent/Copy of Prospect Coast.LNK

Exported as [files\169632.LNK](#) (Binary link)

File Comments:

Name Premier Logistics Renewal Spreadsheet.Ink
Physical Size 20480 B
Logical Size 16709 B
Created Date 11/18/2016 10:25:37 AM (2016-11-18 15:25:37 UTC)
Modified Date 11/18/2016 10:25:37 AM (2016-11-18 15:25:37 UTC)
Accessed Date 11/18/2016 10:25:37 AM (2016-11-18 15:25:37 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Premier Logistics Renewal Spreadsheet.Ink

Exported as [files\178659.Ink](#) (Binary link)

File Comments:

Name Contribution Analysis 4.1.2015.LNK
Physical Size 4096 B
Logical Size 1940 B
Created Date 11/18/2016 10:27:25 AM (2016-11-18 15:27:25 UTC)
Modified Date 11/18/2016 10:27:25 AM (2016-11-18 15:27:25 UTC)
Accessed Date 11/18/2016 10:27:25 AM (2016-11-18 15:27:25 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Office/Recent/Contribution Analysis 4.1.2015.LNK

Exported as [files\169649.LNK](#) (Binary link)

File Comments:

Name Contribution Analysis 4.1.2015.Ink
Physical Size 12288 B
Logical Size 10651 B
Created Date 11/18/2016 10:27:25 AM (2016-11-18 15:27:25 UTC)
Modified Date 11/18/2016 10:27:25 AM (2016-11-18 15:27:25 UTC)
Accessed Date 11/18/2016 10:27:25 AM (2016-11-18 15:27:25 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Contribution Analysis 4.1.2015.Ink

Exported as [files\178861.Ink](#) (Binary link)

File Comments:

Name Premier Logistics.Ink
Physical Size 12288 B
Logical Size 8377 B
Created Date 10/27/2016 12:23:47 PM (2016-10-27 16:23:47 UTC)
Modified Date 11/18/2016 10:27:25 AM (2016-11-18 15:27:25 UTC)
Accessed Date 11/18/2016 10:27:25 AM (2016-11-18 15:27:25 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Premier Logistics.Ink

Exported as [files\178846.Ink](#) (Binary link)

File Comments:

Name Premier Logistics 60% PAR RATES 393999.Ink
Physical Size 20480 B
Logical Size 16713 B

Created Date 11/18/2016 10:28:07 AM (2016-11-18 15:28:07 UTC)
Modified Date 11/18/2016 10:28:07 AM (2016-11-18 15:28:07 UTC)
Accessed Date 11/18/2016 10:28:07 AM (2016-11-18 15:28:07 UTC)

Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Premier Logistics 60% PAR RATES 393999.Ink
Exported as [files\179844.Ink](#) (Binary link)

File Comments:

Name Renegotiated BCBS Quotes.Ink
Physical Size 16384 B
Logical Size 13923 B
Created Date 8/18/2016 2:58:41 PM (2016-08-18 18:58:41 UTC)
Modified Date 11/18/2016 10:28:07 AM (2016-11-18 15:28:07 UTC)
Accessed Date 11/18/2016 10:28:07 AM (2016-11-18 15:28:07 UTC)

Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Renegotiated BCBS Quotes.Ink
Exported as [files\179703.Ink](#) (Binary link)

File Comments:

Name Document (62).Ink
Physical Size 16384 B
Logical Size 12415 B
Created Date 11/15/2016 10:48:06 AM (2016-11-15 15:48:06 UTC)
Modified Date 11/18/2016 12:12:25 PM (2016-11-18 17:12:25 UTC)
Accessed Date 11/18/2016 12:12:25 PM (2016-11-18 17:12:25 UTC)

Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Document (62).Ink
Exported as [files\178924.Ink](#) (Binary link)

File Comments:

Name Document (64).Ink
Physical Size 16384 B
Logical Size 12415 B
Created Date 11/18/2016 12:12:43 PM (2016-11-18 17:12:43 UTC)
Modified Date 11/18/2016 12:30:15 PM (2016-11-18 17:30:15 UTC)
Accessed Date 11/18/2016 12:30:15 PM (2016-11-18 17:30:15 UTC)

Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Document (64).Ink
Exported as [files\178922.Ink](#) (Binary link)

File Comments:

Name 2017 Renewal.Ink
Physical Size 12288 B
Logical Size 10174 B
Created Date 11/15/2016 10:48:06 AM (2016-11-15 15:48:06 UTC)
Modified Date 11/18/2016 12:30:43 PM (2016-11-18 17:30:43 UTC)
Accessed Date 11/18/2016 12:30:43 PM (2016-11-18 17:30:43 UTC)

Path
 3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/2017 Renewal.Ink
Exported as [files\178876.Ink](#) (Binary link)

File Comments:

Name Document (73).lnk
Physical Size 472 B
Logical Size 472 B
Created Date 11/21/2016 3:15:19 PM (2016-11-21 20:15:19 UTC)
Modified Date 11/21/2016 3:15:19 PM (2016-11-21 20:15:19 UTC)
Accessed Date 11/21/2016 3:15:19 PM (2016-11-21 20:15:19 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Document (73).lnk

Exported as [files\178918.lnk](#) (Binary link)

File Comments:

Name Licensing.lnk
Physical Size 320 B
Logical Size 316 B
Created Date 11/21/2016 3:15:21 PM (2016-11-21 20:15:21 UTC)
Modified Date 11/21/2016 3:15:21 PM (2016-11-21 20:15:21 UTC)
Accessed Date 11/21/2016 3:15:21 PM (2016-11-21 20:15:21 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Licensing.lnk

Exported as [files\178665.lnk](#) (Binary link)

File Comments:

Name Document (42).lnk
Physical Size 352 B
Logical Size 352 B
Created Date 11/29/2016 1:39:05 PM (2016-11-29 18:39:05 UTC)
Modified Date 11/29/2016 2:05:27 PM (2016-11-29 19:05:27 UTC)
Accessed Date 11/29/2016 2:05:27 PM (2016-11-29 19:05:27 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Document (42).lnk

Exported as [files\178932.lnk](#) (Binary link)

File Comments:

Name Removable Disk (E).lnk
Physical Size 224 B
Logical Size 219 B
Created Date 9/18/2016 2:35:00 PM (2016-09-18 18:35:00 UTC)
Modified Date 12/5/2016 11:43:40 AM (2016-12-05 16:43:40 UTC)
Accessed Date 12/5/2016 11:43:40 AM (2016-12-05 16:43:40 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Removable Disk (E).lnk

Exported as [files\178891.lnk](#) (Binary link)

File Comments:

Name Bannon Commissions.lnk
Physical Size 8192 B
Logical Size 7019 B
Created Date 12/6/2016 12:04:56 PM (2016-12-06 17:04:56 UTC)
Modified Date 12/6/2016 12:04:56 PM (2016-12-06 17:04:56 UTC)
Accessed Date 12/6/2016 12:04:56 PM (2016-12-06 17:04:56 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Bannon Commissions.Ink

Exported as [files\178863.Ink](#) (Binary link)

File Comments:

Name PBM Commissions.Ink
Physical Size 8192 B
Logical Size 5192 B
Created Date 12/6/2016 12:04:56 PM (2016-12-06 17:04:56 UTC)
Modified Date 12/6/2016 12:04:56 PM (2016-12-06 17:04:56 UTC)
Accessed Date 12/6/2016 12:04:56 PM (2016-12-06 17:04:56 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/PBM Commissions.Ink

Exported as [files\178862.Ink](#) (Binary link)

File Comments:

Name SAVANNAH Excel Prospecting Spreadsheet1.LNK
Physical Size 4096 B
Logical Size 988 B
Created Date 12/7/2016 7:27:05 PM (2016-12-08 00:27:05 UTC)
Modified Date 12/7/2016 7:27:05 PM (2016-12-08 00:27:05 UTC)
Accessed Date 12/7/2016 7:27:05 PM (2016-12-08 00:27:05 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Office/Recent/SAVANNAH Excel Prospecting Spreadsheet1.LNK

Exported as [files\170006.LNK](#) (Binary link)

File Comments:

Name SAVANNAH Excel Prospecting Spreadsheet1.Ink
Physical Size 4096 B
Logical Size 1202 B
Created Date 1/13/2015 2:29:56 PM (2015-01-13 19:29:56 UTC)
Modified Date 12/7/2016 7:27:06 PM (2016-12-08 00:27:06 UTC)
Accessed Date 12/7/2016 7:27:06 PM (2016-12-08 00:27:06 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/SAVANNAH Excel Prospecting
Spreadsheet1.Ink

Exported as [files\178890.Ink](#) (Binary link)

File Comments:

Name Forum lists.Ink
Physical Size 4096 B
Logical Size 821 B
Created Date 10/27/2015 4:14:42 PM (2015-10-27 20:14:42 UTC)
Modified Date 12/7/2016 7:27:06 PM (2016-12-08 00:27:06 UTC)
Accessed Date 12/7/2016 7:27:06 PM (2016-12-08 00:27:06 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Forum lists.Ink

Exported as [files\178887.Ink](#) (Binary link)

File Comments:

Name Samples.Ink

Physical Size 4096 B
Logical Size 3628 B
Created Date 12/18/2016 12:32:52 PM (2016-12-18 17:32:52 UTC)
Modified Date 12/18/2016 12:33:09 PM (2016-12-18 17:33:09 UTC)
Accessed Date 12/18/2016 12:33:09 PM (2016-12-18 17:33:09 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Samples.lnk

Exported as [files\178906.lnk](#) (Binary link)

File Comments:

Name 2014 CE.lnk
Physical Size 12288 B
Logical Size 8218 B
Created Date 12/18/2016 12:40:24 PM (2016-12-18 17:40:24 UTC)
Modified Date 12/18/2016 12:40:24 PM (2016-12-18 17:40:24 UTC)
Accessed Date 12/18/2016 12:40:24 PM (2016-12-18 17:40:24 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/2014 CE.lnk

Exported as [files\178864.lnk](#) (Binary link)

File Comments:

Name Book1.LNK
Physical Size 4096 B
Logical Size 1660 B
Created Date 11/29/2016 10:26:57 AM (2016-11-29 15:26:57 UTC)
Modified Date 12/18/2016 12:41:21 PM (2016-12-18 17:41:21 UTC)
Accessed Date 12/18/2016 12:41:21 PM (2016-12-18 17:41:21 UTC)
Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Office/Recent/Book1.LNK

Exported as [files\169644.LNK](#) (Binary link)

Page 3 of 4 <<<<First Page <<Previous Page Next Page>> Last Page>>>>

Bookmark: Lnk files**Comments:****Creator:** lba**File Count:** 97**Files Bookmarked****File Comments:**

Name Book1.lnk
Physical Size 12288 B
Logical Size 8529 B
Created Date 8/18/2016 3:28:46 PM (2016-08-18 19:28:46 UTC)
Modified Date 12/18/2016 12:41:21 PM (2016-12-18 17:41:21 UTC)
Accessed Date 12/18/2016 12:41:21 PM (2016-12-18 17:41:21 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Book1.lnk

Exported as [files178839.lnk](#) (Binary link)**File Comments:**

Name Client Files.lnk
Physical Size 8192 B
Logical Size 6699 B
Created Date 8/18/2016 3:28:46 PM (2016-08-18 19:28:46 UTC)
Modified Date 12/18/2016 12:41:21 PM (2016-12-18 17:41:21 UTC)
Accessed Date 12/18/2016 12:41:21 PM (2016-12-18 17:41:21 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Client Files.lnk

Exported as [files178837.lnk](#) (Binary link)**File Comments:**

Name Blueprint Tool Box.lnk
Physical Size 4096 B
Logical Size 970 B
Created Date 12/18/2016 12:50:15 PM (2016-12-18 17:50:15 UTC)
Modified Date 12/18/2016 12:50:15 PM (2016-12-18 17:50:15 UTC)
Accessed Date 12/18/2016 12:50:15 PM (2016-12-18 17:50:15 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Blueprint Tool Box.lnk

Exported as [files178696.lnk](#) (Binary link)**File Comments:**

Name Dropbox.lnk
Physical Size 720 B
Logical Size 718 B
Created Date 12/18/2016 12:49:19 PM (2016-12-18 17:49:19 UTC)
Modified Date 12/18/2016 12:50:15 PM (2016-12-18 17:50:15 UTC)
Accessed Date 12/18/2016 12:50:15 PM (2016-12-18 17:50:15 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/Dropbox.lnk

Exported as [files178802.lnk](#) (Binary link)**File Comments:**

Name Blueprint Tool Box.LNK
Physical Size 4096 B
Logical Size 1063 B

Created Date 12/18/2016 12:50:24 PM (2016-12-18 17:50:24 UTC)
Modified Date 12/18/2016 12:50:26 PM (2016-12-18 17:50:26 UTC)
Accessed Date 12/18/2016 12:50:26 PM (2016-12-18 17:50:26 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Office/Recent/Blueprint Tool Box.LNK

Exported as [files\169650.LNK](#) (Binary link)

File Comments:

Name image001.lnk
Physical Size 4096 B
Logical Size 957 B
Created Date 12/18/2016 12:51:52 PM (2016-12-18 17:51:52 UTC)
Modified Date 12/18/2016 12:51:52 PM (2016-12-18 17:51:52 UTC)
Accessed Date 12/18/2016 12:51:52 PM (2016-12-18 17:51:52 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/image001.lnk

Exported as [files\178801.lnk](#) (Binary link)

File Comments:

Name image002.lnk
Physical Size 4096 B
Logical Size 957 B
Created Date 12/18/2016 12:52:05 PM (2016-12-18 17:52:05 UTC)
Modified Date 12/18/2016 12:52:05 PM (2016-12-18 17:52:05 UTC)
Accessed Date 12/18/2016 12:52:05 PM (2016-12-18 17:52:05 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/image002.lnk

Exported as [files\178694.lnk](#) (Binary link)

File Comments:

Name img-712163641-0001.lnk
Physical Size 4096 B
Logical Size 1007 B
Created Date 12/18/2016 12:52:25 PM (2016-12-18 17:52:25 UTC)
Modified Date 12/18/2016 12:52:25 PM (2016-12-18 17:52:25 UTC)
Accessed Date 12/18/2016 12:52:25 PM (2016-12-18 17:52:25 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/img-712163641-0001.lnk

Exported as [files\178866.lnk](#) (Binary link)

File Comments:

Name AuthorizationforBackgroundInvestigation.lnk
Physical Size 4096 B
Logical Size 1112 B
Created Date 12/18/2016 12:53:03 PM (2016-12-18 17:53:03 UTC)
Modified Date 12/18/2016 12:53:03 PM (2016-12-18 17:53:03 UTC)
Accessed Date 12/18/2016 12:53:03 PM (2016-12-18 17:53:03 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
 Bannon/AppData/Roaming/Microsoft/Windows/Recent/AuthorizationforBackgroundInvestigation.lnk

Exported as [files\178697.lnk](#) (Binary link)

File Comments:

Name AgentAppointmentRequestform (1).lnk
Physical Size 4096 B
Logical Size 1072 B
Created Date 12/18/2016 12:53:48 PM (2016-12-18 17:53:48 UTC)
Modified Date 12/18/2016 12:53:48 PM (2016-12-18 17:53:48 UTC)

Accessed Date 12/18/2016 12:53:48 PM (2016-12-18 17:53:48 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/AgentAppointmentRequestform (1).Ink

Exported as [files\178692.Ink](#) (Binary link)

File Comments:

Name AssuredPartners_NL_LLC_Employment_Agreement_-_Brian_Bannon.Ink

Physical Size 4096 B

Logical Size 1207 B

Created Date 12/18/2016 12:54:05 PM (2016-12-18 17:54:05 UTC)

Modified Date 12/18/2016 12:54:05 PM (2016-12-18 17:54:05 UTC)

Accessed Date 12/18/2016 12:54:05 PM (2016-12-18 17:54:05 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/AssuredPartners_NL_LLC_Employment_Agreement_-_Brian_Bannon.Ink

Exported as [files\178690.Ink](#) (Binary link)

File Comments:

Name uniforms.Ink

Physical Size 4096 B

Logical Size 957 B

Created Date 12/18/2016 12:55:19 PM (2016-12-18 17:55:19 UTC)

Modified Date 12/18/2016 12:55:19 PM (2016-12-18 17:55:19 UTC)

Accessed Date 12/18/2016 12:55:19 PM (2016-12-18 17:55:19 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/uniforms.Ink

Exported as [files\178689.Ink](#) (Binary link)

File Comments:

Name event.Ink

Physical Size 4096 B

Logical Size 938 B

Created Date 12/18/2016 12:56:04 PM (2016-12-18 17:56:04 UTC)

Modified Date 12/18/2016 12:56:04 PM (2016-12-18 17:56:04 UTC)

Accessed Date 12/18/2016 12:56:04 PM (2016-12-18 17:56:04 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/event.Ink

Exported as [files\178888.Ink](#) (Binary link)

File Comments:

Name FW_Cyber Risk.Ink

Physical Size 4096 B

Logical Size 606 B

Created Date 8/4/2016 2:51:02 PM (2016-08-04 18:51:02 UTC)

Modified Date 12/18/2016 1:03:33 PM (2016-12-18 18:03:33 UTC)

Accessed Date 12/18/2016 1:03:33 PM (2016-12-18 18:03:33 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/FW_Cyber Risk.Ink

Exported as [files\178688.Ink](#) (Binary link)

File Comments:

Name Message_from_Ian_Larson_re_Brian_Bannon_agreement.Ink

Physical Size 4096 B

Logical Size 845 B

Created Date 12/18/2016 1:20:47 PM (2016-12-18 18:20:47 UTC)

Modified Date 12/18/2016 1:20:47 PM (2016-12-18 18:20:47 UTC)

Accessed Date 12/18/2016 1:20:47 PM (2016-12-18 18:20:47 UTC)

Path	
3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian Bannon/AppData/Roaming/Microsoft/Windows/Recent/Message_from_Ian_Larson_re_Brian_Bannon_agreement.lnk	
Exported as	files\178905.lnk (Binary link)
File Comments:	
Name	PDBReport.lnk
Physical Size	4096 B
Logical Size	645 B
Created Date	12/18/2016 1:21:14 PM (2016-12-18 18:21:14 UTC)
Modified Date	12/18/2016 1:21:14 PM (2016-12-18 18:21:14 UTC)
Accessed Date	12/18/2016 1:21:14 PM (2016-12-18 18:21:14 UTC)
Path	
3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian Bannon/AppData/Roaming/Microsoft/Windows/Recent/PDBReport.lnk	
Exported as	files\178903.lnk (Binary link)
File Comments:	
Name	certificate.pdf.lnk
Physical Size	4096 B
Logical Size	675 B
Created Date	12/18/2016 1:21:32 PM (2016-12-18 18:21:32 UTC)
Modified Date	12/18/2016 1:21:32 PM (2016-12-18 18:21:32 UTC)
Accessed Date	12/18/2016 1:21:32 PM (2016-12-18 18:21:32 UTC)
Path	
3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian Bannon/AppData/Roaming/Microsoft/Windows/Recent/certificate.pdf.lnk	
Exported as	files\178901.lnk (Binary link)
File Comments:	
Name	5b2773cd-e2f6-4ce5-8bf2-9a6def1ace70 (1).lnk
Physical Size	4096 B
Logical Size	805 B
Created Date	6/13/2016 9:33:40 AM (2016-06-13 13:33:40 UTC)
Modified Date	12/18/2016 1:22:11 PM (2016-12-18 18:22:11 UTC)
Accessed Date	12/18/2016 1:22:11 PM (2016-12-18 18:22:11 UTC)
Path	
3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian Bannon/AppData/Roaming/Microsoft/Windows/Recent/5b2773cd-e2f6-4ce5-8bf2-9a6def1ace70 (1).lnk	
Exported as	files\178900.lnk (Binary link)
File Comments:	
Name	5b2773cd-e2f6-4ce5-8bf2-9a6def1ace70 (1).LNK
Physical Size	4096 B
Logical Size	1195 B
Created Date	12/18/2016 1:22:11 PM (2016-12-18 18:22:11 UTC)
Modified Date	12/18/2016 1:22:12 PM (2016-12-18 18:22:12 UTC)
Accessed Date	12/18/2016 1:22:12 PM (2016-12-18 18:22:12 UTC)
Path	
3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian Bannon/AppData/Roaming/Microsoft/Office/Recent/5b2773cd-e2f6-4ce5-8bf2-9a6def1ace70 (1).LNK	
Exported as	files\170008.LNK (Binary link)
File Comments:	
Name	part7-1.lnk
Physical Size	4096 B
Logical Size	1885 B
Created Date	12/18/2016 1:24:42 PM (2016-12-18 18:24:42 UTC)
Modified Date	12/18/2016 1:24:42 PM (2016-12-18 18:24:42 UTC)
Accessed Date	12/18/2016 1:24:42 PM (2016-12-18 18:24:42 UTC)
Path	

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/part7-1.Ink

Exported as [files\178904.Ink](#) (Binary link)

File Comments:

Name Pictures.Ink
Physical Size 640 B
Logical Size 635 B
Created Date 12/18/2016 1:24:42 PM (2016-12-18 18:24:42 UTC)
Modified Date 12/18/2016 1:24:42 PM (2016-12-18 18:24:42 UTC)
Accessed Date 12/18/2016 1:24:42 PM (2016-12-18 18:24:42 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/Pictures.Ink

Exported as [files\178902.Ink](#) (Binary link)

File Comments:

Name My Pictures.Ink
Physical Size 4096 B
Logical Size 1352 B
Created Date 12/18/2016 12:46:12 PM (2016-12-18 17:46:12 UTC)
Modified Date 12/18/2016 1:25:41 PM (2016-12-18 18:25:41 UTC)
Accessed Date 12/18/2016 1:25:41 PM (2016-12-18 18:25:41 UTC)

Path

3317-6-1-001_IMAGE.E01/Partition 3/OS [NTFS]/[root]/Users/Brian
Bannon/AppData/Roaming/Microsoft/Windows/Recent/My Pictures.Ink

Exported as [files\178898.Ink](#) (Binary link)

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Spreadsheet Templates\Commission Tracking Spreadsheet.xlsm
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Spreadsheet Templates\Commission Tracking Spreadsheet.xlsm
File Size	119084
Creation time	11/1/2011 2:10:03 PM +0000
Last write time	3/20/2008 3:10:56 PM +0000
Last access time	11/1/2011 2:10:03 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Spreadsheet Templates\Commission Tracking Spreadsheet.xlsm
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Spreadsheet Templates
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Spreadsheet Templates\BB Commission Tracking Spreadsheet.xlsm
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Spreadsheet Templates\BB Commission Tracking Spreadsheet.xlsm
File Size	121601
Creation time	11/1/2011 2:10:03 PM +0000
Last write time	3/20/2008 3:10:34 PM +0000
Last access time	11/1/2011 2:10:03 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Spreadsheet Templates\BB Commission Tracking Spreadsheet.xlsm
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Spreadsheet Templates
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\RFP Docs\PBM RFP Document.docx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\RFP Docs\PBM RFP Document.docx
File Size	46199
Creation time	2/10/2014 6:14:05 PM +0000
Last write time	8/25/2011 8:10:14 PM +0000
Last access time	2/10/2014 6:14:05 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\RFP Docs\PBM RFP Document.docx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\RFP Docs
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\2015 Taxes\2015 IRA Contribution.docx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\2015 Taxes\2015 IRA Contribution.docx
File Size	21428
Creation time	4/12/2016 7:39:50 PM +0000
Last write time	4/12/2016 7:39:50 PM +0000
Last access time	4/12/2016 7:39:50 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\2015 Taxes\2015 IRA Contribution.docx
Working directory	C:\Users\Brian Bannon\Documents\2015 Taxes
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Wholesale Boutique 9-1
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Wholesale Boutique 9-1
File Size	4096
Creation time	5/15/2014 7:05:32 PM +0000
Last write time	7/19/2016 1:08:06 PM +0000
Last access time	7/19/2016 1:08:06 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Wholesale Boutique 9-1
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Prospects\Advantage Systems, Inc\2016\Employee Census - Group Health (All Companies).xls
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Prospects\Advantage Systems, Inc\2016\Employee Census - Group Health (All Companies).xls
File Size	35840
Creation time	8/26/2016 2:00:38 PM +0000
Last write time	9/13/2016 7:08:58 PM +0000
Last access time	9/6/2016 7:33:29 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Prospects\Advantage Systems, Inc\2016\Employee Census - Group Health (All Companies).xls
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Prospects\Advantage Systems, Inc\2016
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Berenyi\2016\Group_Size_Review2016 (2).docx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Berenyi\2016\Group_Size_Review2016 (2).docx
File Size	0
Creation time	N/A
Last write time	N/A
Last access time	N/A
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Berenyi\2016\Group_Size_Review2016 (2).docx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Berenyi\2016

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Old prospect lists\New Prospecting Spreadsheet-Revised with Brian's Prospects.xls
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Old prospect lists\New Prospecting Spreadsheet-Revised with Brian's Prospects.xls
File Size	564736
Creation time	2/10/2014 6:14:04 PM +0000
Last write time	9/14/2016 2:26:31 PM +0000
Last access time	3/15/2016 7:59:00 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Old prospect lists\New Prospecting Spreadsheet-Revised with Brian's Prospects.xls
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Old prospect lists
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2016\2016 Renewal\Alpha Genesis PAR 2015.docx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2016\2016 Renewal\Alpha Genesis PAR 2015.docx
File Size	104450
Creation time	7/20/2015 12:46:56 PM +0000
Last write time	7/20/2015 12:46:56 PM +0000
Last access time	9/2/2015 5:51:46 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2016\2016 Renewal\Alpha Genesis PAR 2015.docx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2016\2016 Renewal
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Old prospect lists\SAVANNAH P&C Prospecting Spreadsheet.xls
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Old prospect lists\SAVANNAH P&C Prospecting Spreadsheet.xls
File Size	130048
Creation time	3/15/2016 5:40:19 PM +0000
Last write time	9/18/2016 6:34:19 PM +0000
Last access time	8/16/2016 8:13:07 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Old prospect lists\SAVANNAH P&C Prospecting Spreadsheet.xls
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Old prospect lists
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Old prospect lists
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Old prospect lists
File Size	4096
Creation time	4/27/2015 1:41:44 PM +0000
Last write time	9/14/2016 2:28:10 PM +0000
Last access time	9/14/2016 2:28:10 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Old prospect lists
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	E:\P&C Prospecting Spreadsheet.xls
Volume Type	Removable Disk
Volume Serial Number	0015-EDA5
File Size	110592
Creation time	3/30/2016 3:49:31 PM +0000
Last write time	6/10/2016 3:31:18 PM +0000
Last access time	9/18/2016 4:00:00 AM +0000
File attributes	
Archive	
Optional fields	
Working directory	E:\

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Brookgreen Gardens 7-1\2015 Renewal
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Brookgreen Gardens 7-1\2015 Renewal
File Size	4096
Creation time	6/1/2015 8:01:06 PM +0000
Last write time	6/1/2015 8:04:04 PM +0000
Last access time	6/1/2015 8:04:04 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Brookgreen Gardens 7-1\2015 Renewal
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\J. Henry Stuhr\2014 Renewal cover Ltr -agent.doc
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\J. Henry Stuhr\2014 Renewal cover Ltr -agent.doc
File Size	79360
Creation time	9/26/2014 4:10:21 PM +0000
Last write time	9/26/2014 3:41:36 PM +0000
Last access time	11/5/2014 2:40:46 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\J. Henry Stuhr\2014 Renewal cover Ltr -agent.doc
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\J. Henry Stuhr
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\Allstate september payroll deductions.xlsx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\Allstate september payroll deductions.xlsx
File Size	0
Creation time	N/A
Last write time	N/A
Last access time	N/A
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\Allstate september payroll deductions.xlsx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\J. Henry Stuhr\Agent of Record.doc
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\J. Henry Stuhr\Agent of Record.doc
File Size	42496
Creation time	5/15/2014 7:05:32 PM +0000
Last write time	10/17/2013 8:21:06 PM +0000
Last access time	5/15/2014 7:05:32 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\J. Henry Stuhr\Agent of Record.doc
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\J. Henry Stuhr
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\J. Henry Stuhr
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\J. Henry Stuhr
File Size	4096
Creation time	5/15/2014 7:05:31 PM +0000
Last write time	9/30/2016 3:25:26 PM +0000
Last access time	9/30/2016 3:25:26 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\J. Henry Stuhr
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\2015 Taxes
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\2015 Taxes
File Size	4096
Creation time	4/12/2016 7:37:21 PM +0000
Last write time	10/6/2016 8:52:08 PM +0000
Last access time	10/6/2016 8:52:08 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\2015 Taxes
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Wholesale Boutique 9-1\2016 Renewal\2016 Renewal Spreadsheet - Wholesale.xlsx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Wholesale Boutique 9-1\2016 Renewal\2016 Renewal Spreadsheet - Wholesale.xlsx
File Size	1599948
Creation time	7/16/2016 9:14:25 PM +0000
Last write time	7/16/2016 9:14:27 PM +0000
Last access time	7/16/2016 9:14:26 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Wholesale Boutique 9-1\2016 Renewal\2016 Renewal Spreadsheet - Wholesale.xlsx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Wholesale Boutique 9-1\2016 Renewal
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Wholesale Boutique 9-1\2016 Renewal\2016 Renewal Presentation - Wholesale.pptx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Wholesale Boutique 9-1\2016 Renewal\2016 Renewal Presentation - Wholesale.pptx
File Size	3607089
Creation time	6/30/2016 2:03:14 PM +0000
Last write time	7/11/2016 5:58:01 PM +0000
Last access time	7/11/2016 5:53:44 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Wholesale Boutique 9-1\2016 Renewal\2016 Renewal Presentation - Wholesale.pptx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Wholesale Boutique 9-1\2016 Renewal
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2017
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2017
File Size	0
Creation time	10/24/2016 4:17:00 PM +0000
Last write time	10/24/2016 4:17:55 PM +0000
Last access time	10/24/2016 4:17:55 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2017
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\Current Renewal Rates.xls
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\Current Renewal Rates.xls
File Size	40960
Creation time	1/8/2015 4:17:24 PM +0000
Last write time	10/27/2016 4:21:51 PM +0000
Last access time	1/8/2015 4:17:24 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\Current Renewal Rates.xls
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\Current Renewal Rates.xls
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\Current Renewal Rates.xls
File Size	40960
Creation time	1/8/2015 4:17:24 PM +0000
Last write time	10/27/2016 4:21:51 PM +0000
Last access time	1/8/2015 4:17:24 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\Current Renewal Rates.xls
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1
File Size	12288
Creation time	1/8/2015 4:17:23 PM +0000
Last write time	10/24/2016 4:17:04 PM +0000
Last access time	10/24/2016 4:17:04 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2016\2016 Renewal\Renewal Spreadsheet 2016.xlsx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2016\2016 Renewal\Renewal Spreadsheet 2016.xlsx
File Size	1658220
Creation time	7/16/2016 8:58:13 PM +0000
Last write time	7/16/2016 8:58:15 PM +0000
Last access time	7/16/2016 8:58:14 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2016\2016 Renewal\Renewal Spreadsheet 2016.xlsx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2016\2016 Renewal
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2016\2016 Renewal
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2016\2016 Renewal
File Size	4096
Creation time	9/2/2015 5:50:17 PM +0000
Last write time	10/27/2016 4:22:21 PM +0000
Last access time	10/27/2016 4:22:21 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Alpha Genesis 1-1\2016\2016 Renewal
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Premier Logistics 4.1.2016 Renewal Presentation - PowerPoint.pptx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Premier Logistics 4.1.2016 Renewal Presentation - PowerPoint.pptx
File Size	266757
Creation time	7/16/2016 9:11:59 PM +0000
Last write time	7/16/2016 9:11:59 PM +0000
Last access time	7/16/2016 9:11:59 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Premier Logistics 4.1.2016 Renewal Presentation - PowerPoint.pptx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal
File Size	4096
Creation time	3/11/2016 2:16:40 PM +0000
Last write time	7/16/2016 9:12:02 PM +0000
Last access time	7/16/2016 9:12:02 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\CYDC 10-1\2015\CYDC 2015 Renewal.xlsx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\CYDC 10-1\2015\CYDC 2015 Renewal.xlsx
File Size	1637840
Creation time	7/16/2016 9:04:55 PM +0000
Last write time	7/16/2016 9:04:57 PM +0000
Last access time	7/16/2016 9:04:56 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\CYDC 10-1\2015\CYDC 2015 Renewal.xlsx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\CYDC 10-1\2015
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\CYDC 10-1\2015
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\CYDC 10-1\2015
File Size	4096
Creation time	10/14/2015 5:05:57 PM +0000
Last write time	10/27/2016 4:27:43 PM +0000
Last access time	10/27/2016 4:27:43 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\CYDC 10-1\2015
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\St Andrews Renewal Presentation 2016.pptx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\St Andrews Renewal Presentation 2016.pptx
File Size	664516
Creation time	5/18/2016 12:49:06 PM +0000
Last write time	5/18/2016 12:49:07 PM +0000
Last access time	5/18/2016 12:49:07 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\St Andrews Renewal Presentation 2016.pptx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2014
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2014
File Size	4096
Creation time	5/19/2014 5:33:15 PM +0000
Last write time	5/16/2016 6:21:03 PM +0000
Last access time	5/16/2016 6:21:03 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2014
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Large Claims Summary.doc
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Large Claims Summary.doc
File Size	0
Creation time	N/A
Last write time	N/A
Last access time	N/A
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Large Claims Summary.doc
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\Renewal Checklist and Timeline.xlsx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\Renewal Checklist and Timeline.xlsx
File Size	35926
Creation time	10/27/2016 7:05:27 PM +0000
Last write time	10/27/2016 7:05:04 PM +0000
Last access time	10/27/2016 7:05:27 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\Renewal Checklist and Timeline.xlsx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - BCBS REVISED4 St. Andrews Current Renewal Rates FINAL.xls
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - BCBS REVISED4 St. Andrews Current Renewal Rates FINAL.xls
File Size	0
Creation time	N/A
Last write time	N/A
Last access time	N/A
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - BCBS REVISED4 St. Andrews Current Renewal Rates FINAL.xls
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - BCBS REVISED4 St. Andrews Current Renewal Rates FINAL.xls
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - BCBS REVISED4 St. Andrews Current Renewal Rates FINAL.xls
File Size	78336
Creation time	10/27/2016 7:12:11 PM +0000
Last write time	10/27/2016 7:12:17 PM +0000
Last access time	10/27/2016 7:12:12 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - BCBS REVISED4 St. Andrews Current Renewal Rates FINAL.xls
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Current Renewal Rates.xls
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Current Renewal Rates.xls
File Size	0
Creation time	N/A
Last write time	N/A
Last access time	N/A
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Current Renewal Rates.xls
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016
File Size	8192
Creation time	3/3/2016 7:11:55 PM +0000
Last write time	10/27/2016 7:15:48 PM +0000
Last access time	10/27/2016 7:15:48 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Current Renewal Rates.xls
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Current Renewal Rates.xls
File Size	78848
Creation time	10/27/2016 7:15:48 PM +0000
Last write time	10/27/2016 7:15:50 PM +0000
Last access time	10/27/2016 7:15:48 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Current Renewal Rates.xls
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	G:\Brian's Work Files\Palmetto Benefit Management
Volume Type	Removable Disk
Volume Serial Number	F23F-9FD3
File Size	0
Creation time	2/6/2011 9:38:26 PM +0000
Last write time	2/6/2011 9:38:28 PM +0000
Last access time	2/6/2011 4:00:00 AM +0000
File attributes	
Directory	

Shortcut File

Link target information	
Local Path	G:\Brian's Work Files\Palmetto Benefit Management
Volume Type	Removable Disk
Volume Serial Number	F23F-9FD3
File Size	0
Creation time	2/6/2011 9:38:26 PM +0000
Last write time	2/6/2011 9:38:28 PM +0000
Last access time	2/6/2011 4:00:00 AM +0000
File attributes	
Directory	

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\St. Andrews Renewal Presentation 2016 Part 2.pptx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\St. Andrews Renewal Presentation 2016 Part 2.pptx
File Size	437697
Creation time	7/16/2016 9:19:26 PM +0000
Last write time	7/16/2016 9:19:26 PM +0000
Last access time	7/16/2016 9:19:26 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\St. Andrews Renewal Presentation 2016 Part 2.pptx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Renewal Letter.doc
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Renewal Letter.doc
File Size	87040
Creation time	10/27/2016 7:03:53 PM +0000
Last write time	10/27/2016 7:03:47 PM +0000
Last access time	10/27/2016 7:03:53 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Renewal Letter.doc
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Renewal Letter.doc
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Renewal Letter.doc
File Size	87040
Creation time	10/27/2016 7:03:53 PM +0000
Last write time	10/27/2016 7:03:47 PM +0000
Last access time	10/27/2016 7:03:53 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\2016\2016 - St. Andrews Renewal Letter.doc
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\Allstate Revised Invoice.XLS
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\Allstate Revised Invoice.XLS
File Size	38912
Creation time	11/7/2016 5:30:07 PM +0000
Last write time	11/7/2016 5:30:07 PM +0000
Last access time	11/7/2016 5:32:56 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\Allstate Revised Invoice.XLS
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\Audited Allstate Invoice for November.XLS
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\Audited Allstate Invoice for November.XLS
File Size	0
Creation time	N/A
Last write time	N/A
Last access time	N/A
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1\Audited Allstate Invoice for November.XLS
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\St. Andrews Public 7-1

Shortcut File

Link target information	
Local Path	E:\Document (32).pdf
Volume Type	Removable Disk
Volume Serial Number	0017-1964
File Size	0
Creation time	N/A
Last write time	N/A
Last access time	N/A
Optional fields	
Working directory	E:\

Shortcut File

Link target information	
Local Path	E:\Document (39).pdf
Volume Type	Removable Disk
Volume Serial Number	0017-1964
File Size	0
Creation time	N/A
Last write time	N/A
Last access time	N/A
Optional fields	
Working directory	E:\

Shortcut File

Link target information	
Local Path	E:\Document (40).pdf
Volume Type	Removable Disk
Volume Serial Number	0017-1964
File Size	0
Creation time	N/A
Last write time	N/A
Last access time	N/A
Optional fields	
Working directory	E:\

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files
File Size	4096
Creation time	11/1/2011 2:07:58 PM +0000
Last write time	11/11/2016 7:01:01 PM +0000
Last access time	11/11/2016 7:01:01 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Copy of Prospect Coast.xlsx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Copy of Prospect Coast.xlsx
File Size	0
Creation time	N/A
Last write time	N/A
Last access time	N/A
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Copy of Prospect Coast.xlsx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files
File Size	4096
Creation time	11/1/2011 2:07:58 PM +0000
Last write time	11/11/2016 7:01:01 PM +0000
Last access time	11/11/2016 7:01:01 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Copy of Prospect Coast.xlsx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\PBM-BRIANB\Users\Brian Bannon\Documents\Brian's Work Files\Copy of Prospect Coast.xlsx
File Size	20731
Creation time	11/11/2016 7:01:01 PM +0000
Last write time	11/11/2016 7:01:01 PM +0000
Last access time	11/11/2016 7:01:01 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\..\Documents\Brian's Work Files\Copy of Prospect Coast.xlsx
Target system information	
NetBIOS name	pbm-brianb
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Renegotiated BCBS Quotes\Premier Logistics Renewal Spreadsheet.xlsx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Renegotiated BCBS Quotes\Premier Logistics Renewal Spreadsheet.xlsx
File Size	1653771
Creation time	3/11/2016 1:58:19 PM +0000
Last write time	3/11/2016 2:00:50 PM +0000
Last access time	3/11/2016 3:04:27 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Renegotiated BCBS Quotes\Premier Logistics Renewal Spreadsheet.xlsx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Renegotiated BCBS Quotes
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\Contribution Analysis 4.1.2015.xls
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\Contribution Analysis 4.1.2015.xls
File Size	67072
Creation time	2/12/2015 4:38:28 PM +0000
Last write time	11/18/2016 3:27:24 PM +0000
Last access time	2/23/2015 1:22:49 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\Contribution Analysis 4.1.2015.xls
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\Contribution Analysis 4.1.2015.xls
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\Contribution Analysis 4.1.2015.xls
File Size	67072
Creation time	2/12/2015 4:38:28 PM +0000
Last write time	11/18/2016 3:27:24 PM +0000
Last access time	2/23/2015 1:22:49 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\Contribution Analysis 4.1.2015.xls
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics
File Size	4096
Creation time	2/19/2015 5:28:09 PM +0000
Last write time	3/11/2016 2:15:32 PM +0000
Last access time	3/11/2016 2:15:32 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Renegotiated BCBS Quotes\Premier Logistics 60% PAR RATES 393999.pdf
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Renegotiated BCBS Quotes\Premier Logistics 60% PAR RATES 393999.pdf
File Size	2079217
Creation time	3/11/2016 1:14:57 PM +0000
Last write time	3/11/2016 2:00:50 PM +0000
Last access time	3/11/2016 3:04:27 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Renegotiated BCBS Quotes\Premier Logistics 60% PAR RATES 393999.pdf
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Renegotiated BCBS Quotes
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Renegotiated BCBS Quotes
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Renegotiated BCBS Quotes
File Size	4096
Creation time	3/11/2016 3:04:08 PM +0000
Last write time	11/18/2016 3:26:57 PM +0000
Last access time	11/18/2016 3:26:57 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Premier Logistics\2016\Renewal\Renegotiated BCBS Quotes
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Magnolia Plantation\2017 Renewal\Document (62).pdf
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Magnolia Plantation\2017 Renewal\Document (62).pdf
File Size	2064566
Creation time	11/15/2016 3:48:06 PM +0000
Last write time	11/15/2016 3:48:08 PM +0000
Last access time	11/15/2016 3:48:06 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Magnolia Plantation\2017 Renewal\Document (62).pdf
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Magnolia Plantation\2017 Renewal
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Magnolia Plantation\2017 Renewal\Document (64).pdf
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Magnolia Plantation\2017 Renewal\Document (64).pdf
File Size	2265388
Creation time	11/18/2016 5:11:48 PM +0000
Last write time	11/18/2016 5:11:51 PM +0000
Last access time	11/18/2016 5:11:48 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Magnolia Plantation\2017 Renewal\Files\Document (64).pdf
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Magnolia Plantation\2017 Renewal
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Magnolia Plantation\2017 Renewal
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Magnolia Plantation\2017 Renewal
File Size	4096
Creation time	11/15/2016 3:47:55 PM +0000
Last write time	11/18/2016 5:11:51 PM +0000
Last access time	11/18/2016 5:11:51 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Magnolia Plantation\2017 Renewal
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	E:\Licensing\Document (73).pdf
Volume Type	Removable Disk
Volume Serial Number	0017-1964
File Size	0
Creation time	N/A
Last write time	N/A
Last access time	N/A
Optional fields	
Working directory	E:\Licensing

Shortcut File

Link target information	
Local Path	E:\Licensing
Volume Type	Removable Disk
Volume Serial Number	0017-1964
File Size	0
Creation time	11/21/2016 8:15:06 PM +0000
Last write time	11/21/2016 8:15:08 PM +0000
Last access time	11/21/2016 5:00:00 AM +0000
File attributes	
Directory	

Shortcut File

Link target information	
Local Path	E:\Document (42).pdf
Volume Type	Removable Disk
Volume Serial Number	0017-1964
File Size	1222436
Creation time	11/29/2016 6:39:05 PM +0000
Last write time	11/29/2016 6:39:08 PM +0000
Last access time	11/29/2016 5:00:00 AM +0000
File attributes	
Archive	
Optional fields	
Working directory	E:\

Shortcut File

Link target information	
Local Path	E:\
Volume Type	Removable Disk
Volume Serial Number	0017-1964
File Size	0
Creation time	1/1/1980 5:00:00 AM +0000
Last write time	1/1/1980 5:00:00 AM +0000
Last access time	1/1/1980 5:00:00 AM +0000
File attributes	
Directory	

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\PBM Commissions\Bannon Commissions.xlsx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\PBM Commissions\Bannon Commissions.xlsx
File Size	13010
Creation time	2/10/2014 6:13:37 PM +0000
Last write time	10/23/2009 9:25:00 PM +0000
Last access time	2/10/2014 6:13:37 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\PBM Commissions\Bannon Commissions.xlsx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\PBM Commissions
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\PBM Commissions
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\PBM Commissions
File Size	0
Creation time	2/10/2014 6:13:37 PM +0000
Last write time	12/6/2016 5:04:55 PM +0000
Last access time	12/6/2016 5:04:55 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\PBM Commissions
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	E:\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Forum lists\SAVANNAH Excel Prospecting Spreadsheet1.xlsx
Volume Type	Fixed Disk
Volume Label	WD Passport
Volume Serial Number	692B-6507
File Size	36081
Creation time	12/6/2016 4:48:42 PM +0000
Last write time	8/25/2016 8:02:58 PM +0000
Last access time	12/7/2016 5:00:00 AM +0000
File attributes	
Archive	

Shortcut File

Link target information	
Local Path	E:\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Forum lists\SAVANNAH Excel Prospecting Spreadsheet1.xlsx
Volume Type	Fixed Disk
Volume Label	WD Passport
Volume Serial Number	692B-6507
File Size	36081
Creation time	12/6/2016 4:48:42 PM +0000
Last write time	8/25/2016 8:02:58 PM +0000
Last access time	12/7/2016 5:00:00 AM +0000
File attributes	
Archive	
Optional fields	
Working directory	E:\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Forum lists

Shortcut File

Link target information	
Local Path	E:\Brian's Work Files\Palmetto Benefit Management\Prospects\Prospect Lists\Forum lists
Volume Type	Fixed Disk
Volume Label	WD Passport
Volume Serial Number	692B-6507
File Size	0
Creation time	12/6/2016 4:48:42 PM +0000
Last write time	8/25/2016 8:03:00 PM +0000
Last access time	12/7/2016 5:00:00 AM +0000
File attributes	
Directory	

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\My PaperPort Documents\Samples
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\My PaperPort Documents\Samples
File Size	49152
Creation time	5/29/2014 10:23:19 PM +0000
Last write time	12/5/2016 4:37:24 PM +0000
Last access time	12/5/2016 4:37:24 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\My PaperPort Documents\Samples
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Licensing\2014 CE
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Licensing\2014 CE
File Size	0
Creation time	7/16/2014 6:56:08 PM +0000
Last write time	7/16/2014 6:57:08 PM +0000
Last access time	7/16/2014 6:57:08 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Licensing\2014 CE
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Book1.xlsx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Book1.xlsx
File Size	13034
Creation time	8/18/2016 7:28:45 PM +0000
Last write time	10/28/2016 1:48:30 PM +0000
Last access time	10/28/2016 1:48:30 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Book1.xlsx
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Book1.xlsx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Book1.xlsx
File Size	13034
Creation time	8/18/2016 7:28:45 PM +0000
Last write time	10/28/2016 1:48:30 PM +0000
Last access time	10/28/2016 1:48:30 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files\Book1.xlsx
Working directory	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files
File Size	8192
Creation time	5/15/2014 7:05:31 PM +0000
Last write time	12/18/2016 5:41:19 PM +0000
Last access time	12/18/2016 5:41:19 PM +0000
File attributes	
Directory	
Optional fields	
Relative Path	..\..\..\..\Documents\Brian's Work Files\Palmetto Benefit Management\forum documents\Client Files
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Dropbox\Blueprint Tool Box.docx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Dropbox\Blueprint Tool Box.docx
File Size	17930
Creation time	2/13/2015 2:42:08 PM +0000
Last write time	2/13/2015 2:42:09 PM +0000
Last access time	2/13/2015 2:42:08 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Dropbox\Blueprint Tool Box.docx
Working directory	C:\Users\Brian Bannon\Dropbox
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Dropbox
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Dropbox
File Size	4096
Creation time	11/8/2011 10:12:25 PM +0000
Last write time	12/18/2016 5:40:20 PM +0000
Last access time	12/18/2016 5:40:20 PM +0000
File attributes	
Directory	
Read-only	
Optional fields	
Relative Path	..\..\..\..\Dropbox
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Dropbox\Blueprint Tool Box.docx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Dropbox\Blueprint Tool Box.docx
File Size	17930
Creation time	2/13/2015 2:42:08 PM +0000
Last write time	2/13/2015 2:42:09 PM +0000
Last access time	2/13/2015 2:42:08 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Dropbox\Blueprint Tool Box.docx
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\image001.gif
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\image001.gif
File Size	1833
Creation time	1/16/2015 6:39:44 PM +0000
Last write time	1/16/2015 6:39:46 PM +0000
Last access time	1/16/2015 6:39:44 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\image001.gif
Working directory	C:\Users\Brian Bannon\Downloads
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\image002.gif
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\image002.gif
File Size	3522
Creation time	1/16/2015 6:39:57 PM +0000
Last write time	1/16/2015 6:39:57 PM +0000
Last access time	1/16/2015 6:39:57 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\image002.gif
Working directory	C:\Users\Brian Bannon\Downloads
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\img-712163641-0001.pdf
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\img-712163641-0001.pdf
File Size	128782
Creation time	8/19/2013 6:13:46 PM +0000
Last write time	8/19/2013 6:14:11 PM +0000
Last access time	8/19/2013 6:13:46 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\img-712163641-0001.pdf
Working directory	C:\Users\Brian Bannon\Downloads
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\AuthorizationforBackgroundInvestigation.pdf
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\AuthorizationforBackgroundInvestigation.pdf
File Size	58543
Creation time	5/5/2016 5:58:07 PM +0000
Last write time	5/5/2016 5:58:07 PM +0000
Last access time	5/5/2016 5:58:07 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\AuthorizationforBackgroundInvestigation.pdf
Working directory	C:\Users\Brian Bannon\Downloads
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\AgentAppointmentRequestform (1).pdf
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\AgentAppointmentRequestform (1).pdf
File Size	98257
Creation time	5/20/2016 1:22:45 PM +0000
Last write time	5/20/2016 1:22:56 PM +0000
Last access time	5/20/2016 1:22:45 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\AgentAppointmentRequestform (1).pdf
Working directory	C:\Users\Brian Bannon\Downloads
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\AssuredPartners_NL_LLC_Employment_Agreement_-_Brian_Bannon.pdf
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\AssuredPartners_NL_LLC_Employment_Agreement_-_Brian_Bannon.pdf
File Size	459047
Creation time	10/6/2016 8:35:48 PM +0000
Last write time	10/6/2016 8:35:48 PM +0000
Last access time	10/6/2016 8:35:48 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\AssuredPartners_NL_LLC_Employment_Agreement_-_Brian_Bannon.pdf
Working directory	C:\Users\Brian Bannon\Downloads
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\uniforms.pdf
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\uniforms.pdf
File Size	86967
Creation time	10/8/2012 1:42:58 PM +0000
Last write time	10/8/2012 1:43:01 PM +0000
Last access time	10/8/2012 1:42:58 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\uniforms.pdf
Working directory	C:\Users\Brian Bannon\Downloads
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\event.ics
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\event.ics
File Size	698
Creation time	10/2/2012 7:12:22 PM +0000
Last write time	10/2/2012 7:12:23 PM +0000
Last access time	10/2/2012 7:12:22 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\event.ics
Working directory	C:\Users\Brian Bannon\Downloads
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\FW_ Cyber Risk.zip
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\FW_ Cyber Risk.zip
File Size	1425454
Creation time	8/4/2016 6:50:57 PM +0000
Last write time	8/4/2016 6:51:02 PM +0000
Last access time	8/4/2016 6:50:57 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\FW_ Cyber Risk.zip
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\Message_from_Ian_Larson_re_Brian_Bannon_agreement.pdf
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\Message_from_Ian_Larson_re_Brian_Bannon_agreement.pdf
File Size	131381
Creation time	10/6/2016 8:35:28 PM +0000
Last write time	10/6/2016 8:35:28 PM +0000
Last access time	10/6/2016 8:35:28 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\Message_from_Ian_Larson_re_Brian_Bannon_agreement.pdf
Working directory	C:\Users\Brian Bannon\Downloads
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\PDBReport.pdf
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\PDBReport.pdf
File Size	11039
Creation time	6/9/2016 2:57:48 PM +0000
Last write time	6/9/2016 2:57:51 PM +0000
Last access time	6/9/2016 2:57:48 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\PDBReport.pdf
Working directory	C:\Users\Brian Bannon\Downloads
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\certificate.pdf.pdf
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\certificate.pdf.pdf
File Size	94710
Creation time	5/5/2016 5:58:22 PM +0000
Last write time	5/5/2016 5:58:23 PM +0000
Last access time	5/5/2016 5:58:22 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\certificate.pdf.pdf
Working directory	C:\Users\Brian Bannon\Downloads
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\5b2773cd-e2f6-4ce5-8bf2-9a6def1ace70 (1).docx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\5b2773cd-e2f6-4ce5-8bf2-9a6def1ace70 (1).docx
File Size	667182
Creation time	6/13/2016 1:32:53 PM +0000
Last write time	6/13/2016 1:32:56 PM +0000
Last access time	6/13/2016 1:32:53 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\5b2773cd-e2f6-4ce5-8bf2-9a6def1ace70 (1).docx
Working directory	C:\Users\Brian Bannon\Downloads
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Downloads\5b2773cd-e2f6-4ce5-8bf2-9a6def1ace70 (1).docx
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Downloads\5b2773cd-e2f6-4ce5-8bf2-9a6def1ace70 (1).docx
File Size	667182
Creation time	6/13/2016 1:32:53 PM +0000
Last write time	6/13/2016 1:32:56 PM +0000
Last access time	6/13/2016 1:32:53 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Downloads\5b2773cd-e2f6-4ce5-8bf2-9a6def1ace70 (1).docx
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Desktop\part7-1.pdf
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Desktop\part7-1.pdf
File Size	258021
Creation time	3/10/2013 12:15:08 AM +0000
Last write time	3/10/2013 12:15:08 AM +0000
Last access time	3/10/2013 12:15:08 AM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\..\..\..\Desktop\part7-1.pdf
Working directory	C:\Users\Brian Bannon\Desktop
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\AppData\Roaming\Microsoft\Windows\Libraries\Pictures.library-ms
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\AppData\Roaming\Microsoft\Windows\Libraries\Pictures.library-ms
File Size	6824
Creation time	10/13/2011 6:39:24 PM +0000
Last write time	2/2/2016 7:13:41 PM +0000
Last access time	2/2/2016 7:13:41 PM +0000
File attributes	
Archive	
Optional fields	
Relative Path	..\Libraries\Pictures.library-ms
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B

Shortcut File

Link target information	
Local Path	C:\Users\Brian Bannon\Pictures
Volume Type	Fixed Disk
Volume Label	OS
Volume Serial Number	52B3-7B6D
Network Path	\\BRIAN\Users\Brian Bannon\Pictures
File Size	4096
Creation time	10/13/2011 6:39:12 PM +0000
Last write time	12/6/2016 4:37:58 PM +0000
Last access time	12/6/2016 4:37:58 PM +0000
File attributes	
Directory	
Read-only	
Optional fields	
Relative Path	..\..\..\..\Pictures
Target system information	
NetBIOS name	brian
MAC address	D0-67-E5-12-3D-5B