

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 09-21192-CIV-HUCK/O'SULLIVAN

NCMIC FINANCE CORPORATION d/b/a  
PROFESSIONAL SOLUTIONS FINANCIAL  
SERVICES, an Iowa Corporation,

Plaintiff,

vs.

BRICAN AMERICA, INC., a Florida,  
Corporation,

Defendant.

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**DEFENDANT BRICAN AMERICA, INC.'S MEMORANDUM IN OPPOSITION TO  
PLAINTIFF'S MOTION FOR EXTENSION OF TIME TO EXTEND DEADLINES SET  
IN COURT'S ORDER SETTING CIVIL TRIAL DATE AND PRETRIAL SCHEDULE**

Defendant, BRICAN AMERICA, INC. ("Brican"), files its Opposition to Plaintiff's Motion for Extension of Time to Extend Deadlines Set in Court's Order Setting Civil Trial Date and Pretrial Schedule [D.E. 84], filed by Plaintiff, NCMIC FINANCE CORPORATION ("NCMIC"), d/b/a PROFESSIONAL SOLUTIONS FINANCIAL SERVICES ("Plaintiff" or "PSFS").

**Introduction**

1. PSFS's motion is another attempt to delay the trial.
2. PSFS claims it needs a 3-week continuance of the pretrial deadlines and the trial so it can take the depositions of Dr. James Briglio, a former sales person of Brican, and Steven Parkins, the Vice President of Sales at Brican. PSFS claims that it did not know of/about Mr.

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Parkins and Mr. Briglio when it received Brican's additional email production on December 9, 2009 – more than a month ago. PSFS's motion is without merit and should be denied.

3. First, as demonstrated below, PSFS's own internal emails in 2008 (prior to PSFS bringing this lawsuit) discussed Dr. James Briglio, a former sales person of Brican.

4. Second, in mid-November 2009, Brican produced the PSFS internal emails and other emails about Mr. Briglio and Mr. Parkins.

5. Finally, PSFS claims to have had extensive discussions in April 2009 with James Adams, a former Brican sales person, about Brican and its operations. There is little doubt that PSFS inquired of Mr. Adams or was told by Mr. Adams about Mr. Briglio and Mr. Parkins. Mr. Adams, Mr. Briglio and Mr. Parkins were all working at or for Brican at the same time. PSFS's request to delay the trial should be denied.

**PSFS Own Internal Emails in 2008 Demonstrate  
That PSFS Knew About Mr. Briglio and Mr. Parkins**

6. PSFS knew about Mr. Briglio and Mr. Parkins before it filed this lawsuit and had ample opportunity to depose both gentlemen during the course of these proceedings. This is demonstrated by PSFS's own internal emails from October 2008.

7. On October 30, 2008, Nick Molln, an employee in PSFS's collections department, sent an email to Jean Thompson, PSFS's Account Manager, entitled "Brican America." The email discusses James Briglio, the Brican sales person, and the California Brican deals. The emails states:

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I called yesterday and talked to Dr. Ramesh Kothari #5007624 about his 1st payment default. He said that he canceled the contract and he has been trying to get hold of the salesperson he wont call him back.

The sales person is James Briglio, and we have had a few California Brican Deals that are confused and don't understand that they have to make the monthly payments. They seem to think that all they have to pay is \$25-\$50 per month, all of the customers have had the same sales person (James Briglio). I am not saying that he is doing anything wrong because most of the people who didn't understand have had since stated paying, but I just want to make sure that he is not going to continue to be confusing to people.

A copy of Mr. Molln's October 30, 2008 email to Ms. Thompson is attached hereto as **Exhibit "A."**

8. The next day, on October 31, 2008, Jean Thompson forwarded Mr. Molln's email to Sandra Ellzey of Brican. A copy of Ms. Thompson's October 31, 2008 email to Ms. Ellzey is attached hereto as **Exhibit "B."**

9. PSFS is charged with actual knowledge of its own emails concerning Brican. The October 30, 2008 email was from Mr. Molln of PSFS. Brican's Rule 26 disclosures, dated August 18, 2009, identified Mr. Molln as a potential witness with knowledge of the facts and issues in this matter. Mr. Molln is an employee of PSFS. Clearly, PSFS could have spoken with Mr. Molln about Mr. Briglio and Mr. Parkins.

**Brican Also Produced The PSFS Internal Emails and Other Emails  
Regarding Mr. Briglio and Mr. Parkins in Mid-November 2009**

10. Not only did PSFS have copies of its October 30 and 31, 2008 internal emails regarding Mr. Briglio, those same emails and other emails regarding Mr. Briglio and Mr. Parkins were produced to PSFS in the middle of November 2009.

11. One such email, dated October 31, 2008, is from Ms. Ellzey to Mr. Vincens of Brican. Ms. Ellzey's October 31, 2008 email forwarded the October 30 and 31, 2008 internal

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PSFS emails to Mr. Vincens. A copy of Ms. Ellzey's October 31, 2008 email to Mr. Vincens is attached hereto as **Exhibit "C."**

12. Another such email, dated October 31, 2008, is from Mr. Vincens to Mr. Briglio, with a cc to Steven Parkins, a copy of which is attached hereto as **Exhibit "D."** The October 31, 2008 email forwards all of the prior emails, and states:

Jim,

Please call me. We need to clarify the situation.

13. These emails were produced to PSFS on a CD on November 16, 2009 -- almost two months ago.

14. Brican's November 16, 2009 email production also contained other emails referencing and discussing Mr. Briglio and Mr. Parkins. *See, e.g., Exhibit "E" and Exhibit "F"* attached hereto.

15. Thus, in addition to having possession of its own emails about Mr. Briglio and Mr. Parkins, PSFS received additional emails from Brican regarding Mr. Briglio and Mr. Parkins in the middle of November 2009.<sup>1</sup> Nothing precluded PSFS from deposing Mr. Briglio and Mr. Parkins.

**Mr. Adams, a Former Brican Salesman,  
Allegedly Had Extensive Discussions With PSFS About Brican**

16. PSFS also obtained and filed an affidavit of James Adams, a former Brican salesman, in connection with its summary judgment filings. [D.E. 66]. PSFS claims that Mr. Adams is a "whistleblower." [D.E. 64, p. 12.] Although Brican disputes Mr. Adams affidavit and the relevance and admissibility of his alleged statement, according to the affidavit, Mr.

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<sup>1</sup> Brican acknowledges that its production to PSFS on December 9, 2009 - more than a month ago - included the emails attached to Plaintiff's motion regarding Mr. Briglio and Mr. Parkins.

Adams had extensive discussions with PSFS in April 2009 about Brican, Viso and Brican's sales and marketing. There is little doubt that PSFS asked Mr. Adams or was told by Mr. Adams about Mr. Briglio and Mr. Parkins. These gentlemen were all working at or for Brican at the same time.<sup>2</sup>

**Conclusion**

17. The trial should proceed as scheduled. Brican respectfully requests that the Court deny Plaintiff's motion, and order such other and additional relief as the Court deems just and proper.

Respectfully submitted,

By: s/ Jeffrey S. Wertman  
Charles H. Lichtman, Fla. Bar No. 501050  
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*Counsel for Defendant Brican America, Inc.*

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<sup>2</sup> The dates of employment/service for these three gentlemen are as follows: Mr. Briglio (February 26, 2008-March 2009); Mr. Adams (June 17, 2008-May 2009); and Mr. Parkins (May 18, 2008-present).

**CERTIFICATE OF SERVICE**

I hereby certify that on January 11, 2010, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

By: s/ Jeffrey S. Wertman  
Jeffrey S. Wertman

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**SERVICE LIST**

***NCMIC Finance Corporation d/b/a Professional Solutions Financial Services***

**v.**

***Brican America, Inc.***

**United States District Court, Southern District of Florida**

**CASE NO. 09-21192-CIV-HUCK/O'SULLIVAN**

Catherine M. Rodriguez, Esq.  
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Facsimile: (305) 672-0470  
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Corporation d/b/a Professional Solutions  
Financial Services  
(via Notices of Electronic Filing  
generated by CM/ECF)*

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*(via Notices of Electronic Filing generated by  
CM/ECF)*

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*Attorneys for Defendant Brican America, Inc.*

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attorneys at law

*Boca Raton Fort Lauderdale Miami Tallahassee*

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# EXHIBIT “A”

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From: Nick Molln  
Sent: Thursday, October 30, 2008 4:26 PM  
To: Jean Thompson  
Subject: Brican America

I called yesterday and talked to Dr. Ramesh Kothari #5007624 about his 1st payment default. He said that he canceled the contract and he has been trying to get hold of the sales person but he wont call him back.

The sales person is James Briglio, and we have had a few California Brican Deals that are confused and don't understand that they have to make the monthly payments. They seem to think that all they have to pay is \$25-\$50 per month, all of the customers have had the same sales person (James Briglio). I am not saying that he is doing anything wrong because most of the people who didn't understand have had since started paying, but I just want to make sure that he is not going to continue to be confusing to people.

Nick Molln  
NCMIC Finance  
800-455-7552 ext 4554  
<mailto:nmolln@ncmic.com>

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No virus found in this incoming message.  
Checked by AVG.  
Version: 7.5.549 / Virus Database: 270.8.5/1758 - Release Date: 10/31/2008 8:22 AM

No virus found in this outgoing message.  
Checked by AVG.  
Version: 7.5.549 / Virus Database: 270.8.5/1758 - Release Date: 10/31/2008 8:22 AM



# EXHIBIT “B”

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0000569

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

From: Jean Thompson  
To: Sandra Ellzey  
Sent: Friday, October 31, 2008 11:00 AM  
Subject: FW: Brican America

Sandra, fyi....

Please read the email from Nick to me below.

Thank you,

Jean

---

From: Nick Molln  
Sent: Thursday, October 30, 2008 4:26 PM  
To: Jean Thompson  
Subject: Brican America

I called yesterday and talked to Dr. Ramesh Kothari #5007624 about his 1st payment default. He said that he canceled the contract and he has been trying to get hold of the sales person but he wont call him back.

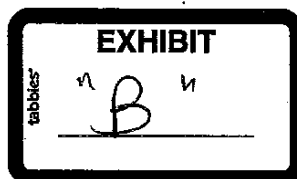
The sales person is James Briglio, and we have had a few California Brican Deals that are confused and don't understand that they have to make the monthly payments. They seem to think that all they have to pay is \$25-\$50 per month, all of the customers have had the same sales person (James Briglio). I am not saying that he is doing anything wrong because most of the people who didn't understand have had since started paying, but I just want to make sure that he is not going to continue to be confusing to people.

Nick Molln  
NCMIC Finance  
800-455-7552 ext 4554  
<mailto:nmolln@ncmic.com>

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Version: 7.5.549 / Virus Database: 270.8.5/1758 - Release Date: 10/31/2008 8:22 AM



# EXHIBIT “C”

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**From:** Sandra Ellzey [mailto:administration@bricanamerica.com]  
**Sent:** Friday, October 31, 2008 11:16 AM  
**To:** Jeff VINCENS  
**Subject:** Fw: Brican America

Mr. Vincens,  
Please find to follow an email from Nick to Jean at PSFS. Nick is in charge of collections.  
Regards,  
Sandra

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

**From:** Jean Thompson  
**To:** Sandra Ellzey  
**Sent:** Friday, October 31, 2008 11:00 AM  
**Subject:** FW: Brican America

Sandra, fyi....

Please read the email from Nick to me below.

Thank you,

Jean

**From:** Nick Molln  
**Sent:** Thursday, October 30, 2008 4:26 PM  
**To:** Jean Thompson  
**Subject:** Brican America

I called yesterday and talked to Dr. Ramesh Kothari #5007624 about his 1st payment default. He said that he canceled the contract and he has been trying to get hold of the sales person but he wont call him back.

The sales person is James Briglio, and we have had a few California Brican Deals that are confused and don't understand that they have to make the monthly payments. They seem to think that all they have to pay is \$25-\$50 per month, all of the customers have had the same sales person (James Briglio). I am not saying that he is doing anything wrong because most of the people who didn't understand have had since started paying, but I just want to make sure that he is not going to continue to be confusing to people.

Nick Molln  
NCMIC Finance  
800-455-7552 ext 4554  
<mailto:nmolln@ncmic.com>

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Checked by AVG.  
Version: 7.5.549 / Virus Database: 270.8.5/1758 - Release Date: 10/31/2008 8:22 AM



# EXHIBIT “D”

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**Jeff Vincens**

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**From:** Jeff Vincens [jeff@bricanamerica.com]  
**Sent:** Friday, October 31, 2008 11:18 AM  
**To:** 'Jim Briglio'  
**Cc:** 'Steven Parkins'  
**Subject:** FW: Brican America  
**Attachments:** image001.jpg

Jim,

Please call me. We need to clarify the situation.

Jeff Vincens  
President  
[www.bricanamerica.com](http://www.bricanamerica.com)



---

**From:** Sandra Ellzey [mailto:administration@bricanamerica.com]  
**Sent:** Friday, October 31, 2008 11:16 AM  
**To:** Jeff VINCENS  
**Subject:** Fw: Brican America

Mr. Vincens,  
Please find to follow an email from Nick to Jean at PSFS. Nick is in charge of collections.  
Regards,  
Sandra

----- Original Message -----  
**From:** Jean Thompson  
**To:** Sandra Ellzey  
**Sent:** Friday, October 31, 2008 11:00 AM  
**Subject:** FW: Brican America

Sandra, fyl...

Please read the email from Nick to me below.

Thank you,

Jean

---

**From:** Nick Molin  
**Sent:** Thursday, October 30, 2008 4:26 PM  
**To:** Jean Thompson  
**Subject:** Brican America

I called yesterday and talked to Dr. Ramesh Kothari #5007624 about his 1st payment default. He said that he canceled the contract and he has been trying to get hold of the sales person but he wont call him back.



The sales person is James Briglio, and we have had a few California Brickell Deals that are confused and don't understand that they have to make the monthly payments. They seem to think that all they have to pay is \$25-\$50 per month, all of the customers have had the same sales person (James Briglio). I am not saying that he is doing anything wrong because most of the people who didn't understand have had since started paying, but I just want to make sure that he is not going to continue to be confusing to people.

Nick Molin  
NCMIC Finance  
800-456-7552 ext 4554  
<mailto:nmoln@ncmic.com>

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Checked by AVG.  
Version: 7.5.549 / Virus Database: 270.8.5/1758 - Release Date: 10/31/2008 8:22 AM



# EXHIBIT “E”

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angie

**From:** Jeff Vincens [jeff@bricanamerica.com]  
**Sent:** Wednesday, January 07, 2009 11:18 AM  
**To:** 'Jim Briglio'  
**Cc:** 'JACQUES LEMACON'; 'Steven Parkins'  
**Subject:** FW: Previous communication between Jim Briglio and Dr Delaney (DS420)

Jim,

I have a few comments with regard to the communication you established with this customer.

1. Your statement highlighted in yellow is absolutely untrue. **A lease cannot be cancelled.** Even if VISO wasn't fulfilling its obligations the leasing company wouldn't accept return of the equipments. In case of a default from VISO we agree to buy the balance of the lease but it doesn't mean that the lease is cancellable. Call me if you need more precisions on that matter but it is very important to convey the proper message to our customers.
2. We should be made aware of such issues when the problem arise not 4 months after the fact.
3. You should not use Dr Josephs' Email to resolve this type of situation. Dr Josephs' testimonial should be used only over the course of the sales presentation. Not before or after!

Regards

**Jeff Vincens**  
*President*  
[www.bricanamerica.com](http://www.bricanamerica.com)



**From:** JACQUES LEMACON [mailto:jack@bricanamerica.com]  
**Sent:** Wednesday, January 07, 2009 9:16 AM  
**To:** Steven Parkins  
**Cc:** Jeff Brican; Sandra Brican America  
**Subject:** Previous communication between Jim Briglio and Dr Delaney (DS420)

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

**From:** Jim Briglio  
**To:** JACQUES LEMACON  
**Sent:** Tuesday, January 06, 2009 9:50 PM  
**Subject:** Fw: Follow-up

Hi Jacques,

As promised. This does not take into account a number of phone conversations.

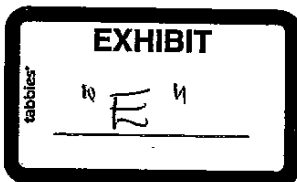
Best,

Jim  
----- Original Message -----

**From:** Jim Briglio  
**To:** timothy delaney  
**Sent:** Sunday, January 04, 2009 8:19 PM  
**Subject:** Re: Follow-up

Tim,

10/30/2009



Thank you for your email. I hope you had a good holiday. With regards to your comments below, if you had no interest in this remarkable system, then you should have not signed a contract to lease the system. To say that you were not aware that there was a minimal amount of advertising associated with this system is clearly not the case Tim and is a non-starter. That's part of the/my presentation and the basis for Viso picking up 95% of the cost of the system. You were fully aware of the advertising component. I even showed you examples of the ads. In fact you said, "What a great program Jim, that's exactly what I have been looking for for my office reception room". Additionally, you said that you had seen a similar system in one of your colleagues offices and you were excited about getting one for your office. Those were your words Tim. Your hygienest also said you wanted one. If you don't believe in any type of advertising, then you had better remove all your magazines in your reception room as well as there are plenty of ads in them, including ads from other dentists! Your **only** objection, as stated to me, were the Viso ads, and as I have told you on several occasions before, they can be completely removed. The system cost will be higher, but the ongoing residual benefits, including the unlimited custom shows about you, your products, services and your staff will remain the same. Instead of receiving \$1450 every quarter, you would receive \$725. I will say this again, it is not a problem having no Viso ads, none what so ever. The reality Tim is the only reason that this lease can be cancelled is for non-payment from Viso, and that is clearly not the case in this situation. To go down that path and try and return the system, which they will not take back, will only result in legal action from not only Professional Solutions, but Brican as well. From a pure financial perspective, that makes no sense at all. My suggestion is to move forward with out the Viso ads and to fully utilize and benefit from this wonderful system. As an possible alternative, if you can find another dentist colleague to qualify and take over your lease, then that might be possible but that scenario has it's own hurdles as well, but I am willing to help in what ever way I can Tim.

Thanks,

Jim

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

**From:** [timothy delaney](mailto:timothydelaney)

**To:** Jim Briglio

**Sent:** Thursday, December 18, 2008 9:14 AM

**Subject:** Re: Follow-up

Jim,

As I stated before, this program is of no interest to me in my private practice. I never have believed in any type of advertising and not be made completely clear of this. I notified you days after receiving the system that I was not interested. The system was professionally packaged at my expense two months ago and has been taking up room in my office since. I need it to be picked up by 12/29 or my staff is instructed to return to sender.

Thanks for the help

Tim

---

**From:** Jim Briglio <[jbriglio@bricanamerica.com](mailto:jbriglio@bricanamerica.com)>

**To:** [timothydelaneydds@yahoo.com](mailto:timothydelaneydds@yahoo.com)

**Sent:** Thursday, November 6, 2008 12:48:24 AM

**Subject:** Follow-up

Tim

Nice to speak with you yesterday, brief as it was Since it has been awhile since we originally spoke, I want t comments regarding the system. First, this system, or business concept, if you will, was developed to help y or "philosophy of care" that is not generic, but rather is specific with regards to your individual practice, your deals with the same three issues that dentists have always been dealing with, practice promotion, patient ex and profits. It is about maximizing sales to your existing patient base and generating a better experience for grow, it needs to advise, educate, motivate and inspire their patients in an informative, relavent and entertai about the two tax credit issues I spoke about yesterday. The savings from both are in real dollars and are sig system lease and at your overall ROI. It appears that you would benefit from both but certainly you need t a look at the info Tim and then we can talk again. As far as getting the "Viso" promotions off your system, th system really is wonderful especially when you fully take advantage of and utilize the unlimited fully custom is at no cost. Lastly, I put a copy of an e-mail I received from one of our marketing consultants that I wanted illustrates some but not all of the reasons why the Exibeo system is so great. Thanks Tim.

Jim

---

10/30/2009

0000578

**1-\$5000.00 ADA Tax Credit:**

It is really quite simple and straight forward. Your accountant can apply for the A.D.A.credit under section 4 fact that with the Brican Patient Education System, which is slient, you are providing information and servic as well as others in your practice. Eligible small businesses are those with gross receipts of no more than \$ employees.

**2- Year-End Section 179 Accounting:**

**New Tax Legislation Could Save Dentists Thousands in 2008**

Tom Wheelwright, CEO and founder of ProVision, PLC, discusses the new Tax legislation and the beneficial ch Rules. New Tax Legislation Could Save Dentists20Thousands in 2008

By Tom Wheelwright,  
CEO and founder of ProVision, PLC

Have you thought about upgrading your equipment to the newest industry Standards but were afraid of the cos your office to make it more comfortable for your patients? Do you need to upgrade your reception area to make administrative staff or look nicer for your patients?If you have been thinking about any of these improvements : do it in 2008, the government will help pay for them. That's right, Uncle Sam is ready to pay for a significant pa only if you make your purchases and do your improvements in 2008. In February 2008, President Bush signed i of 2008. Most people know of this as the bill that gave millions of Americans a tax rebate check of \$600 to \$1,200 for this benefit because your income was too high, but other parts of this legislation could be worth far more to : There are two parts of this legislation that could be particularly lucrative to you in 2008. First, there is the chan you know that if you buy new equipment you can then elect to deduct the full cost of this equipment up to certai these limits are the limitation on how much equipment you can purchase and deduct, and the limit on how muc get any deduction. Let me briefly explain these two limits.

You might already know that normally, you can purchase up to \$125,000 of equipment and deduct it in the year using it). This is the "purchase and deduct" limit. You may not realize that there is another limit. Normally, if y equipment, you cannot take any Section 179 deduction. The purpose of this limit is to only allow small compani deduction.

**Limit Comparison**

**Purchase & Deduct Limit Section 179 —**

**Purchased Property Limit**

2007	\$125,000	\$400,000
2008	\$250,000	\$800,000
2009	\$125,000	\$400,000

Both of these limits were increased substantially for equipment purchased and placed into service in 2008. The i increased from \$125,000 to \$250,000. This deduction is not limited to equipment for 2008. It also applies to comj leasehold improvements. The second limit, the purchase and still get any deduction, doubles for 2008 from \$400 companies to take advantage of the Section 179 deduction.

What does this mean to you? If you are setting up a new office or multiple offices, you may have been disallowe purchased more than \$400,000 of equipment. With this limit doubled, most dentists will be able to deduct all of the increased \$250,000 limit.

In addition to the changes to the Section 179 deduction, there is more good news for those of you expanding or r might know, Section 179 only applies to tangible personal property (i.e., equipment and furnishings). So what al the office itself? Any benefit there? Absolutely! The 2008 Tax Act allows a bonus deduction for depreciation on of the cost. And you still get to depreciate the other 50 percent of the cost of the property over the normal depre Suppose you decide to renovate your office in 2008. You buy new equipment for \$150,000, new furniture for \$30 the office of \$40,000. If you get this all done in 2008, your current tax deduction will be in excess of \$200,000. If get a deduction in 2009 of about \$138,000. The difference of \$62,000 would have to be depreciated over future y Example of Office Renovation Tax Deduction Differences

2008 2009

Equipment \$150,000 \$150,000  
Furniture \$30,000 \$30,000  
Leasehold Improvements \$40,000 \$40,000  
Tax Deduction >\$200,000 <\$138,000

One more benefit from this new law should not be overlooked, and that's the additional depreciation you can take service in 2008. Because of the "luxury auto" limitations, depreciation deductions for automobiles are severely increased by \$3,600 to more than \$11,000 for the first year. Not the same impact as the increases in Section 179 nice additional benefit for 2008.

Now for the really important part of this story. What should you do? Should you spend the money? Yes, but only at ProVison, we never recommend spending money just for a tax benefit. After all, the maximum tax rate is only 11 percent, so you end up with a total of 46 percent. So, you are still paying 54 percent of the cost of the discount, but the equipment or improvements certainly are not free. On the other hand, if you are planning to purchase and/or equipment in the next year or two, it might make sense to do it in 2008 so the government can underwrite the cost.

We strongly recommend you meet with your tax advisor before undertaking any tax planning. We especially recommend they work with their tax advisor to formulate a comprehensive, long-term tax strategy. Remember that financial if you have good tax and wealth strategies in place.

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**To:** Jim Briglio  
**Sent:** Tuesday, September 23, 2008 8:37 PM  
**Subject:** Re: Emailing: Dr Mitchell Josephs Testimonial email

Dear Dr. Jack:

I returned your call on Thursday. Hope all is well. You should be getting a call from Jennifer Bailey, from Brican America. I signed make called Exhibeo. She asked me if I knew of anyone who might benefit from it. I thought of you.

It eliminates this problem: You have been seeing a patient for years for routine perio maintenance. One day, they break a tooth at office to get an implant. You see them the next time at recall and ask them why did they go somewhere else for their implant. They did implants, too! I thought you just did "gum surgery and regular dentistry!"

Exhibeo is constantly showing my patients and those that accompany them in the waiting room, ALL the "other" treatment our office has been great. It actually resulted in a \$28,000 case from one of the flash videos shown on my program. I have added many custom items to my system: short video clips of me lecturing, being interviewed on local news programs, items from my practice brochure and magazine articles I have appeared in. As well as "before" and "after" photos of my work.

It's a great tool to prevent patients from seeking second opinions in other offices. It establishes your practice as the "expert" hi-tech considering throwing out all magazines in my waiting room, just to keep my patients focused on my Exhibeo. And to top it off, it

You are welcome any time to visit my office and view my Exhibeo presentation.

I have also attached an invitation to my all day seminar: "The Recession Proof Practice" in Boca on October 22nd, 2008. If you are a member who is in charge of marketing your practice. They will learn tons of ideas on how to get great new patients and how to keep

Take care...

Mitchell

**Mitchell A. Josephs D.D.S., P.A.**  
Cosmetic, Implant and General Dentistry  
44 Coconut Row #206  
Palm Beach, FL 33480  
Tel. (561) 832-4675  
Fax (561) 832-7018

10/30/2009

0000580

# EXHIBIT “F”

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0000581

angie

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**From:** Jim Briglio [jbriglio@brikanamerica.com]  
**Sent:** Saturday, January 10, 2009 12:50 AM  
**To:** Jeff Vincens  
**Subject:** Fw: Exibeo system

Jeff,

As promised. Please go ahead and ship. I spoke with him again tonight. He's happy and confident that Exibeo will be good for his office. He wants me to stop by his office on Monday for 3 referrals! How quick things change. Have a great weekend Jeff.

My best,

Jim

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

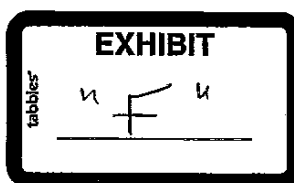
**From:** brookhurstdental@sbcglobal.net  
**To:** jbriglio@brikanamerica.com  
**Sent:** Friday, January 09, 2009 9:15 PM  
**Subject:** Exibeo system

Dear Dr. Briglio:  
It was nice talking to you. Trusting your words, we would stay onboard.

Thanks  
Dr. Rana

No virus found in this incoming message.  
Checked by AVG.  
Version: 7.5.552 / Virus Database: 270.10.5/1885 - Release Date: 1/9/2009 7:59 PM

10/30/2009



0000582