

Sunny Ware

From: dave kleiman - mobile [dave@davekleiman.com]
Sent: Thursday, October 25, 2007 9:15 AM
To: KWM EXTERNAL - Rogers; Katkleen Davis
Cc: Sunny Ware
Subject: RE: Fwd: New Attack Starting - BFP

Follow Up Flag: Follow up
Flag Status: Completed

Bill,

I am actually the one who sent it to you, per N's request. It seems to be someone allegedly trying to provide you information. It also appears to be part of a different or combination of emails (it seems to continue from a previous conversation). But since they used a mailwasher to hide their identity there is not much information. (unless you all know someone named Marcus and can contact him).

As far as all those IP addresses, they are not of any real use without the associated log files.

I of course made a copy of the email.

I would advise Kathy not delete it, or any other emails.

From Dave's Phone!
http://www.davekleiman.com

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

From: Bill McKenzie <lawyerbill@rogers.com>
Sent: Thursday, October 25, 2007 07:41
To: Katkleen Davis <keltruth@yahoo.com>
Cc: Sunny Ware <sware@mcclaw.ca>; Dave Kleiman <dave@davekleiman.com>
Subject: Re: Fwd: New Attack Starting - BFP

Hi Kathy. Not sure exactly what it is. The reason we have Dave with us is to analyze and tell us more so I am copying it to him and will see what he makes of it. I do know that there are a number of Barbados blogs and have read both BFP and BU so it may end up that this comes from them and might be helpful on the other hand maybe not.

Regards, Bill
--- Katkleen Davis <keltruth@yahoo.com> wrote:

>>
> "Mr X." <xor@hermetix.org> wrote: X-Apparently-To:

1

> keltruth@yahoo.com via 68.180.197.92; Wed, 24 Oct
> 2007 18:11:08 -0700
> X-YahooFilteredBulk: 207.96.217.249
> X-Originating-IP: [207.96.217.249]
> Return-Path: <mix@hermetix.org>
> Authentication-Results: mta226.mail.mud.yahoo.com from=
> domainkeys=neutral (no sig)
> Received: from 207.96.217.249 (EHLO
> hermes.hermetix.org) (207.96.217.249)
> by mta226.mail.mud.yahoo.com with SMTP; Wed, 24 Oct 2007 18:11:08
> -0700
> Received: by hermes.hermetix.org (Postfix, from userid 1001) id
> C9D21205A14; Wed, 24 Oct 2007 21:11:05 -0400
> (EDT)
> From: Mr X. <xor@hermetix.org>
> Comments: This message did not originate from the Sender address
> above.
> It was remailed automatically by anonymizing remailer software.
> Please report problems or inappropriate use to the remailer
> administrator at <abuse@hermetix.org>.
> To: keltruth@yahoo.com
> Subject: New Attack Starting - BFP
> Message-ID:
> <2453279d487386ae397614400e94ddb3@hermetix.org>
> Date: Wed, 24 Oct 2007 21:11:05 -0400 (EDT)
> Content-Length: 26154

>>> *****

>>> AND ONE MORE NEW ONE FOR TONIGHT! The same old voice with tonight's
>>> IP...

>>> Anonymous | IP: 216.9.250.34

>>> Stupid idiots. The biggest online gathering of Bajan retards.

>>> Oct 25, 12:38 AM

>>> keltruth@yahoo.com

>>> Hello Keltruth Blog from Marcus at Barbados Free Press

>>> This is a one time use anonymous emailer so you can't reply to it. If
>>> you want to email us send it to barbadosfreepress@yahoo.com like it
>>> says on our blog.

2

Welcome to the Barbados blogging community!
 You be dealing with some inflamatory information fur sur. The
 tricksters are out in force an they gonna be comin for you fur sur. BU
 and BFP an some others communicate but how do we know we are real?
 We gonna tell you how you know it be the REAL Marcus at BFP.
 Gvment people gonna send you FALSE information.
 Gvment people gonna PRETEND to be Marcus at BFP or Dave at BU or
 someone. Govmt people gonna want you to send them some information or
 comment badly bout someone. They gonna try to trick you!
 How do you know this be Marcus at BFP?
 BECAUSE I gonna tell wat we gonna post for tomorrow!
 All the blogs do this. Dave at BU will say "This is me and you know it
 because at 9pm tonight I will post an article on such and such." OR
 we say "wait a minute and the first article on the blog... the second
 word gonna be red color in a minute"
 Then we change the color of the word an you know Marcus be talkin
 true!
 Or sometime we post a comment on BFP where you see the Banks bottle in
 the picture you know it is bfp commenting and we say something to let
 you know.
 Like if you want to confirm that this came from Marcus now, go to the
 BFP article Barbados Chief Justice Simmons Tries To Forget His Own
 Past As He Chides New Lawyers To Be Ethical.
 See the comment made by BFP at 3:13am 24Oct2007? See the period and
 then two commas after the last word "wind" ?
 Like this...
 ignores or changes them with the wind.,,
 Looks like an accident but I put it there for you so you know this is
 us sending you this email.
 Many ways to confirm that you are really talking with BFP or any other
 blog. WATCH OUT for the govmet imposters they come lots.
 SO....

3

When you want us to really know it is you emailing BFP, you do
 something to your blog that we can see.
 Then we know it be the REAL you.
 SO...
 You also KNOW this be Marcus cause tomorrow sometime in the Wednesday
 evening we gonna post a picture of a puppet Simmons and a puppet
 master Arthur! You gonna love it! It is Shona at her best with
 photoshop!

 Okay, now we gonna talk bout the main subject which is watch out for
 govment poster gonna hijack your blog with all kinds of filth and
 distraction. WHEN it happens, the blogs send around the IP numbers and
 handles so we all know. Also for the nut cases like that Alamby guy
 who is now calling himself "no-name". He goes in and pretty soon it is
 chaos!
 We banned him and if you get popular you will have to ban him too!
 The BFPE Barbados Free Press Exposed blog are pretty nasty. They are
 the ones that threatened to kill Adrian Loveridge, Ian Bourne, our
 children, us at BFP. Here are some of the nasty messages so you know
 what is what and their ips etc. Also a list of their IPs so far and
 the words that we put on our "always moderate" list.
 First here is our "bad words and bad IPs always moderate list". It is
 kind of mixed up but it works.
 The very bottom of the list is a "bad words" list we got from askimet
 anti-spam.
 NOTE FOR YOU.... Not all the IPs on this list are threatening IPs.
 Some are on the list because they bugged us or are crazy peoples.
 Here is the bad list...
 Benazir
 64.18.139.132
 66.90.73.213
 66.205.36.6
 66.240.221.96
 67.159.44.138
 69.73.198.2
 69.73.198.45

4

69.73.198.82
v 69.73.198.99
v 69.73.198.111
v 69.73.198.136
v 69.73.203.25
v 69.73.203.38
v 69.73.203.106
v 69.73.203.160
v 69.73.204.130
v 69.73.204.201
v 69.73.204.202
v 69.73.204.241
v 69.73.205.27
v 69.73.205.210
v 69.73.209.80
v 69.73.209.142
v 69.73.209.147
v 69.73.209.185
v 69.73.209.210
v 69.73.209.191
v 69.73.209.252
v 69.73.209.253
v 69.73.210.74
v 69.73.210.78
v 69.73.210.86
v 69.73.210.94
v 69.73.210.202
v 69.73.212.28
v 69.73.212.29
v 69.73.212.81
v 69.73.212.86
v 69.73.212.105
v 69.73.212.182
v 69.73.212.227
v 69.73.213.14
v 69.73.213.34
v 69.73.213.62
v 69.73.213.120
v 69.73.213.125
v 69.73.213.137
v 69.73.215.16
v 69.73.215.69
v

==== message truncated =====

5

Sunny Ware

From: Bill McKenzie [lawyerbill@rogers.com]
Sent: Thursday, October 25, 2007 9:06 AM
To: Dave Kleiman
Cc: Sunny Ware
Subject: further on Keltruth

Dave thanks for the info I took a closer look. A few questions:

1. Is it possible for you to trace the origin of this message?
2. what I receive says: "Truncated" so I presume there is more
3. The content I did see is of interest - let's presume it is authentic. I want you to go further because comments like the following need to be investigated:

"The BFPE Barbados Free Press Exposed blog are pretty nasty. They are the ones that threatened to kill Adrian Loveridge, Ian Bourne, our children, us at BFP. Here are some of the nasty messages so you know what is what and their ips etc. Also a list of their IP's so far and the words that we put on our "always moderate" list."

So I need you to do some thinking and see the addresses etc and figure out who they are maybe on random basis before doing it all and we can discuss.

Regards, Bill

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From: Bill McKenzie [lawyerbill@rogers.com]
Sent: Thursday, October 25, 2007 7:41 AM
To: Katkleen Davis
Cc: Sunny Ware; Dave Kleiman
Subject: Re: Fwd: New Attack Starting - BFP

Hi Kathy. Not sure exactly what it is. The reason we have Dave with us is to analyze and tell us more so I am copying it to him and will see what he makes of it. I do know that there are a number of Barbados blogs and have read both BFP and BU so it may end up that this comes from them and might be helpful on the other hand maybe not.

Regards, Bill
--- Katkleen Davis <keltruth@yahoo.com> wrote:

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> "Mr X." <xor@hermetix.org> wrote: X-Apparently-To:
> keltruth@yahoo.com via 68.180.197.92; Wed, 24 Oct
> 2007 18:11:08 -0700
> X-YahooFilteredBulk: 207.96.217.249
> X-Originating-IP: [207.96.217.249]
> Return-Path: <mix@hermetix.org>
> Authentication-Results: mta226.mail.mud.yahoo.com from=
> domainkeys=neutral (no sig)
> Received: from 207.96.217.249 (EHLO
> hermes.hermetix.org) (207.96.217.249)
> by mta226.mail.mud.yahoo.com with SMTP; Wed, 24 Oct 2007 18:11:08
> -0700
> Received: by hermes.hermetix.org (Postfix, from userid 1001) id
> C9D21205A14; Wed, 24 Oct 2007 21:11:05 -0400
> (EDT)
> From: Mr X. <xor@hermetix.org>
> Comments: This message did not originate from the Sender address
> above.
> It was remailed automatically by anonymizing remailer software.
> Please report problems or inappropriate use to the remailer
> administrator at <abuse@hermetix.org>.
> To: keltruth@yahoo.com
> Subject: New Attack Starting - BFP
> Message-ID:
> <2453279d487386ae397614400e94ddb3@hermetix.org>
> Date: Wed, 24 Oct 2007 21:11:05 -0400 (EDT)
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> AND ONE MORE NEW ONE FOR TONIGHT! The same old voice with tonight's
> IP...
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> Anonymous | IP: 216.9.250.34
>
> Stupid idiots. The biggest online gathering of Bajan retards.
>
> Oct 25, 12:38 AM
>
> keltruth@yahoo.com
>
> Hello Keltruth Blog from Marcus at Barbados Free Press
>
> This is a one time use anonymous emailer so you can't reply to it. If
> you want to email us send it to barbadosfreepress@yahoo.com like it
> says on our blog.
>
> Welcome to the Barbados blogging community!
>
> You be dealing with some inflammatory information fur sur. The
> tricksters are out in force an they gonna be comin for you fur sur. BU
> and BFP an some others communicate but how do we know we are real?
>
> We gonna tell you how you know it be the REAL Marcus at BFP.
>
> Gvment people gonna send you FALSE information.
> Gvment people gonna PRETEND to be Marcus at BFP or Dave at BU or
> someone. Govmt people gonna want you to send them some information or
> comment badly bout someone. They gonna try to trick you!
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> How do you know this be Marcus at BFP?
>
> BECAUSE I gonna tell wat we gonna post for tomorrow!
> All the blogs do this. Dave at BU will say "This is me and you know it
> because at 9pm tonight I will post an article on such and such." OR
> we say "wait a minute and the first article on the blog... the second
> word gonna be red color in a minute"
>
> Then we change the color of the word an you know Marcus be talkin
> true!
>
> Or sometime we post a comment on BFP where you see the Banks bottle in
> the picture you know it is bfp commenting and we say something to let

2

**Crawford, McKenzie, McLean,
Anderson & Duncan LLP**
BARRISTERS · SOLICITORS · NOTARIES

Don J. Crawford, Q.C., B.A., LL.B.
K. William McKenzie, B.A., LL.B.
William G. McLean, B.A., LL.B.
Timothy G. Anderson, B.A., LL.B.
Jessica A. Duncan, B.A., LL.B.
Krista J. McKenzie, B.A. (Hons.), LL.B.

P.O. Box
40 Coldwater Street
Orillia, Ontario L3V
Telephone (705) 325
Telefax (705) 325
Internet: mclaw@macl

October 12th, 2007

Mr. Dave Kleiman
4371 North Lake Blvd #314
Palm Beach Gardens
Florida USA
33410

Dear Mr. Kleiman:

We are pleased to return to you the retainer agreement which we have signed and will look to you to provide banking coordinates so we can wire the retainer. If you prefer we can courier a check. Note that we will send \$2500 right away and \$2500 as soon as our client catches up which should be very soon. Note also that the contract you sent is fine however I will remove the questions marks since I am satisfied that you do not have any conflicts and if there is any worry about that I can just send you a copy of the style of cause.

The reason we have hired you is that my firm is engaged in litigation on behalf of a Canadian client against many defendants and part of the subject matter relates to a company called Kingsland Estates Limited in Barbados. Marjorie Knox is one of the defendants and even before the lawsuit started her family had a web site related to this matter called Keltruth. It is full of information that is of use to us as potential evidence in the lawsuit and they sometimes post information about the lawsuit which is helpful in informing people about the lawsuit and attracts information from others which may be useful so we have encouraged them to continue and cooperate with us which they have agreed to do.

There have been some problems in the past with their website crashing or not being stable so they decided to set up a blog and that is where you come in. We have hired you to provide them with assistance in setting up this blog to be sure it is stable and hopefully impervious to failing. We are hoping that once the blog is set up under your guidance people with knowledge that might be useful as evidence will send it to the blog so we have asked you to assist to make sure any such evidence can be captured and preserved in a format suitable for our purposes since you obviously have the background to do this properly and in a way that does not transgress any laws in your country where we do not.

As things develop we will discuss further with you and in the meantime we are pleased to do business with you.

Yours very truly,

CRAWFORD, McKENZIE, McLEAN,
ANDERSON & DUNCAN LLP



K. William McKenzie

KWM/sab

Engagement Agreement

STATE OF
Florida
COUNTY OF
Palm Beach

This agreement is made and entered into this 4th day of October 2007, between Dave Kleiman, Forensic Computer Examiner of Palm Beach County, Florida, ("Kleiman"), and Crawford McKenzie McLean Anderson & Duncan, LLP 40 Coldwater Street East Box 520 Orillia, ON L3V 6K4 Canada, Counsel for "?????", (the "Client").

Forbearance of Engagement: [??Opposing counsel(s) and litigant(s)??]

1. Kleiman has expertise in the area of computer forensics, electronic discovery, and information security. Kleiman has been accepted as an expert in State, Federal, and Military courts in this capacity. Client desires to engage Kleiman in the foregoing areas of expertise. In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:
2. Client hereby engages Kleiman to perform computer security and forensic activities, electronic discovery, prepare reports, consult with attorneys or other agents, and provide testimony as requested. Kleiman hereby accepts the engagement to provide consulting services to Client on the terms and conditions set forth herein.
3. Kleiman shall serve as a consultant to Client with a minimum of twenty (20) hours of consulting, or as otherwise requested in writing by Client. Kleiman shall perform duties requested in writing by Client or through its designated representative. Kleiman shall perform such services under the direction of Client, but Kleiman shall determine the manner and means by which the services are accomplished. Kleiman shall be an independent contractor with respect to Client and shall not be an employee or agent of Client. During the term of this Agreement and while client is in good standing with respect to monies owed under this Agreement, Kleiman will engage in no representation of, or consultation for the firms, entities or persons specified in the Forbearance of Engagement without obtaining the express consent of Client. This will not oblige Kleiman to resist, and Kleiman may comply with, lawful discovery efforts or an order or direction of any court of competent jurisdiction. Neither shall this Agreement in any manner otherwise limit Kleiman's participation in consulting, teaching, public speaking, or writing.
4. Client shall remit a non-refundable engagement retainer fee of \$5000.00. Billed hours shall be deducted from the engagement fee against sums due for consulting fees. However, if additional services are requested, Client agrees to pay additional retainer based upon estimates from Kleiman. Further sums may be required as retainers when engagement fee credit is exhausted.
5. Kleiman shall be paid at the rate of \$250 (two-hundred-fifty dollars) per hour for time devoted to Litigation support service of the Client for forensic analysis,

1 of 3

Dave Kleiman - Engagement Agreement



electronic discovery, data recovery, report creation, and research. A rate of \$150 (one-hundred-fifty dollars) per hour for time devoted to general information technology service, backing up data and securing systems. Billable hours will include time spent in transit and travel in connection with this engagement; however, such travel time will be billed at one-half (50%) of the billable rate, unless substantive work or research in support of the engagement is performed while traveling.


6. Additional expenses incurred, such as hard drives used for media storage, shall be billed separately. Prior approval shall be obtained for expenses over \$100 (one-hundred dollars).
7. Testimony in all forms shall be billed in half day or full day schedules at \$1250 per half day, or \$2500 per full day plus reasonable travel expenses. Materials costs prepared for courtroom testimony shall be billed separately. Testimony shall be billed in advance of Kleiman's appearance. All fees and expenses incurred prior to testimony must be paid in full in advance of Kleiman's appearance. Testimony appearance days billed, but not utilized shall be fully refundable. If Kleiman appears to testify at the Client's request, but is not required to testify, the standard half or full day fee shall apply.
8. Client agrees to pay Kleiman each month for services rendered during the preceding month, together with the reimbursement for all expenses pertaining thereto. Payment for the consulting fees shall be made within ten (10) days after the receipt of a detailed invoice and statement for the respective month. If Client causes a third party to pay Kleiman on its behalf, Client shall be credited for with such timely payments actually received. However, Client still remains solely responsible for paying Kleiman all fees and expenses due under this agreement in timely manner, and Kleiman shall in no way be obligated to recover outstanding fees or expenses from third parties. Accounts are overdue after thirty (30) days or more charged service charge of 3% of the unpaid balance per month. The costs of collection, including any attorney's fees and expenses, will be added to the principal amount and be subject to the monthly service charge. Kleiman shall not be entitled to any benefits or compensation from Client or those Client serves, except as set forth in this agreement or by written amendment hereto signed by the parties. This Agreement does not confer upon Kleiman a share or interest in any attorney's fee recovered by client or its members. The obligation to compensate and reimburse Kleiman timely and fully under this agreement is not contingent upon the outcome of any claim or action, upon collection of monies from third parties, or upon the opinions of testimony Kleiman may offer.
9. In consideration for said payment, Kleiman agrees to perform to the best of his professional abilities and to exhibit due diligence in the conduct of said services. Both parties agree to indemnify the other from suits, actions, claims, damages, liability and expenses arising from, or related to actions taken or statements made by Kleiman at the request of, or based upon information provided by the Client, however, that such indemnity shall not extend to acts of recklessness, negligence, or intentional wrong doing by the party seeking indemnification.

2 of 3

Dave Kleiman - Engagement Agreement



10. In the event that either party brings an action to recover any unpaid fees and costs due hereunder or paid hereunder, the prevailing party shall be entitled to an award of its attorney's fees and costs incurred in any such action.
11. **Client agrees that if, during the course of this engagement, Kleiman shall find within any electronic data examined, evidence of felonious criminal activity or of a credible threat of physical harm to any person, Kleiman shall be entitled to bring such matters to the attention of appropriate law enforcement authorities. Additionally, no assertion of privilege, confidentiality, or breach of contract will be raised to bar such action.**
12. This Agreement shall be construed in accordance with, and the laws of State of Florida shall govern all actions arising hereunder, with any dispute arising hereunder to be brought in a court of competent jurisdiction in the County of Palm Beach, Florida.
13. IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.


Dave Kleiman - FL OclLic# 1998-08239
DaveKleiman.com - FL G06303900172
4371 Northlake Blvd. #314
Palm Beach Gardens, Florida 33410
561.30-8801

October 4th, 2007

William McKenzie
Crawford McKenzie McLean Anderson &
Duncan, LLP
40 Coldwater Street East Box 520 Orillia, ON
L3V 6K4 Canada

October 4th, 2007