COURT OF APPEALS OF GEORGIA
DOCUMENT RETURN NOTICE FOR BRIEFS OR MOTIONS

March 30, 2015

To: J. Hatcher Graham, P.C., 303 Pheasant Ridge, Warner Robins, Georgia 31088
Docket Number: A14A2246 **Style**: Netsoft Associates, Inc. v. Fairsoft, Ltd.

Your document(s) is (are) being returned for the following reason(s).

1. ☐ Your Appellant's Brief, was not accompanied by the statutory filing fee ($300.00 civil; $80.00 criminal *Effective July 1, 2009) or a sufficient pauper's affidavit. OCGA§5-6-4 and Rule 5 **Please be advised that your pauper's affidavit should be notarized by a notary public.**

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17. ☐ The Motion to Supplement has not been granted.

18. ☐ Other: _____

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26 March, 2015

Clerk, Court of Appeals of Georgia
Suite 501
47 Trinity Avenue, S.W.
Atlanta, GA 30334

RE: Netsoft Associates, Inc. V. Flairsoift, LTD
Case No. A14A2246
Appellee's Motion For Reconsideration

Dear Sir or Madam;

Please find inclosed Appellee's Motion For Reconsideration in the above cited case.

Please file in accordance with the Rules of the Court.

Thank you for your assistance in this matter.

Sincerely,

J. Hatcher Graham

IN THE COURT OF APPEALS OF GEORGIA

NETSOFT ASSOCIATES, INC.,	)	
	)	
Appellant	)	
	)	
V.	)	**CASE NO. A14A2246**
	)	
FLAIRSOFT, LTD.,	)	
	)	
Appellee.	)	

APPELLEE'S MOTION FOR RECONSIDERATION

COMES NOW the Appellee, Flairsoft, LTD., and brings its Motion For Reconsideration pursuant to Rule 37 of the Georgia Court of Appeals and, in support of its Motion, states the following:

1.

In accordance with Rule 37(e), in that it is the position of the Appellee that the Court overlooked or misinterpreted certain facts and/or decisions in reaching its decision. The specifics of Appellee's Motion are as follows:

A. The Court misstated a fact concerning the alleged 2012 Teaming Agreement:

2.

On page 4 of the Court's Decision it states: "In April 2012, Flairsoft sent Netsoft a second teaming agreement (hereinafter the '2012 Teaming Agreement')." This statement is reversed from the true facts and could have a major effect on the Decision.

3.

It has always been admitted that Netsoft, the Plaintiff/Appellant, drafted the 2012 Teaming Agreement and forwarded it to the Appellee. In fact, the Trial Court's Decision specifically states

that: "It is uncontroverted that Plaintiff sent a proposed teaming agreement to Defendant in 2011. It is also uncontroverted that Defendant never signed said agreement." (R.

4.

The import of this error is that in gives the impression that it was the Appellee that desired the teaming agreement and not the Appellant and sets the tone of the entire decision. While the Appellee may have discussed a "business arrangement" and may have mentioned a "quid pro quo" in one Power Point presentation prior to the two written subcontracts, it did not draft the teaming agreement, did not sign the Teaming Agreement, nor did it desire one.

B. The Court failed to address the basis of the Trial Court's decision.

5.

In its decision, the Trial Court resolved the issue of conflicting affidavits and assertions by assuming, for argument, that the Parties conduct created a valid Teaming Agreement. However, the Trial Court ruled that even if all of the conflicting evidence was resolved in favor of the Appellant, their was still no genuine issue of material fact as the Teaming Agreement did not provide the relief the Appellant sought in its Amended Complaint. (R. 406-407)

6.

A review of the alleged Teaming Agreement reveals that there is no requirement to award the Appellant any subcontract, only an agreement to negotiate in good faith. (R. 240) There is no requirement that the Appellant would receive any share, especially not Forty-nine percent (49%), of any future contracts awarded to the Appellant, and, the alleged Teaming Agreement was restricted to only one Air Force Prime Contract, the Air Force SBIR/STTR IT Support contract at Wright-Patterson Air Force Base. (R. 238) Therefore, even if this Court's analysis is correct

and there is still a question of material fact concerning the validity of the Teaming Agreement to be tried, the terms of the Agreement itself denies the Appellant any relief. Therefore, as correctly decided by the Trial Court, there is no question of material fact to be resolved.

7.

While the Court may be correct that dueling affidavits may present a question of fact for the jury, the Appellee contends that the Court did not take the argument far enough. While the Appellant may have created a question of fact as to whether or not there was an agreement separate and distinct from the two written subcontracts, which the Appellee contends there was not, the agreement it argues was valid does not provide it with any extra work. And, as the Appellant drafted the Teaming Agreement, any question of interpretation would be construed against the Appellant.

THEREFORE, as it is the contention of the Appellee that this Court misinterpreted an important fact in this matter and as this Court did not address the central basis for the Trial Court's decision, it is respectfully requested that this Court reconsider its decision.

Submitted, this the 27th day of March, 2015.

Respectfully Submitted;
J. HATCHER GRAHAM, P.C.

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Georgia Bar No. 304577

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