THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY COURT OF COMMON PLEAS
THE HONORABLE ROGER M. YOUNG, SR.

Appellate Case No.: 2020-000232

RECEIVED
Sep 04 2020
SC Court of Appeals

Charleston Laboratories, Inc.,

vs.

Womble, Carlyle, Sandridge & Rice, LLP,

RECORD ON APPEAL

Counsel for Appellant Charleston Laboratories, Inc.

BLAND RICHTER, LLP

s/Ronald L. Richter, Jr.
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Counsel for Respondents

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VOLUME IV
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<u>TRANSCRIPTS</u> (continued)

10. Continued Transcript and Exhibits from the 30(b)(6) Deposition of Charleston Labs (George Scott) dated December 4, 2018.....1501

11. Transcript and Exhibits from the March 13, 2019 Deposition of Gregory Adams 1794

ii) Takigiku acknowledges (on behalf of himself and the other Takigiku Releasors) that claims or facts in addition to or different from those which are now known or believed to exist with respect to the matters released herein, may become known or discovered and that the releases and discharges shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional or different claims or facts.

iii) Takigiku covenants and agrees (on behalf of himself and the other Takigiku Releasors) never to commence, assist in any way, prosecute or cause, permit or advise to be commenced or prosecuted against any Released Company Party any action or proceeding based upon or arising out of any of the matters released in this Agreement.

iv) If, notwithstanding the foregoing, a Court of competent jurisdiction concludes Takigiku has breached Section 5 of this Agreement, Takigiku shall be required, to the maximum extent permitted by law, to indemnify and hold harmless any costs or expenses incurred by such Released Company Party in connection therewith, including attorneys' fees and other expenses which result from, or are incident to, such violation.

v) Nothing in this Agreement shall be construed to prevent Takigiku (or any other Releasor) from responding truthfully to a valid subpoena, from filing a charge with, or participating in, any investigation conducted by a governmental agency and/or any local human rights agency, and/or responding as otherwise required by law.

vi) Takigiku agrees, represents and warrants that he is the sole owner of the matters released herein, and that he has the full right and power to grant, execute and deliver the releases and promises in this Agreement.

vii) Takigiku hereby waives the provision of any applicable law or principle in equity, whether Federal, state or local, that may limit the scope of this Agreement.

By CL:

b) Without intending to limit in any manner the Parties' claims and/or defenses and/or rights and/or remedies in the Kentucky Litigation (as further defined by reference to the WHEREAS clauses of this Agreement, which are expressly incorporated herein by reference), and provided that CL does not release Takigiku from any covenants made by Takigiku in this Agreement upon execution of this Agreement by Takigiku, CL, for itself and its successors, assigns, affiliates, agents, servants, attorneys, heirs, administrators, executors, grantees, insurers, and legal representatives (collectively, the "**Company Releasors**"), hereby releases, remises, acquits, and forever discharges Takigiku, his attorneys, heirs, administrators and executors (hereinafter, jointly and severally, the "**Released Takigiku Parties**") of and from any and all claims, actions, causes of action, suits, debts, rights, demands, damages, losses, and expenses of whatever kind and nature (including, but not limited to, claims for wages (including, without limitation, any compensation or bonus or expenses or benefits), liquidated damages, economic damages, damages for pain, suffering, mental distress or any other compensatory damages, punitive damages, consequential losses or damages, equitable relief, costs, expenses, attorneys' fees, expert witness fees, interest and penalties of any kind and every nature whatsoever), known

or unknown, for or relating to any claim, counterclaim, cross-claim, and/or issue directly or indirectly related to the Shares or Takigiku' employment with the Company.

i) Without limiting the foregoing or intending to limit in any manner the Parties' claims and/or defenses in the Kentucky Litigation, the general release in Section 5.b) *includes, but is not limited to*, any employment-related claim, whether asserted as a claim, an affirmative defense, or in any other manner or in any forum, for any employment-related salary, pay, wages, bonuses, severance pay, vacation pay, benefits, stock, options or equity, and any claims arising under any and all applicable statutes regulating the terms and conditions of Takigiku's employment, including, without limitation, and if and as applicable, the laws of the State of Delaware, Florida, South Carolina, Kentucky or Ohio, and any federal, state, or local law, statute, regulation, ordinance, common law or equitable theory, regulation or ordinance, (including any claims for wrongful discharge, slander, libel, unintentional or intentional torts, for emotional distress and for pain and suffering or otherwise), and any and all claims for damages of any kind whatsoever, including without limitation compensatory, punitive, treble, liquidated and/or consequential damages; any and all claims for attorneys' fees, costs, disbursements, wages, bonuses, benefits, vacation and/or the like or under any policy, agreement, understanding or promise, written or oral, formal or informal, between CL (or any affiliated entity) and Takigiku, including, without limitation, any claim for severance, termination or severance pay pursuant to any CL (or any affiliated entity) severance policies or practices as from time to time in effect, or otherwise, and also specifically including any claim Takigiku ever may have had or have with respect to any Company Equity Interests, including any claims arising under any securities laws or regulations, and any consumer or employee protection laws.

ii) CL acknowledges (on behalf of itself and the other Company Releasors) that claims or facts, in addition to or different from those which are now known or believed to exist with respect to the matters released herein, may become known or discovered and that the releases and discharges shall be and remain in effect as a full and complete general release notwithstanding the discovery or existence of any such additional or different claims or facts.

iii) CL covenants and agrees (on behalf of itself and the other Company Releasors) never to commence, assist in any way, prosecute or cause, permit or advise to be commenced or prosecuted against any Released Takigiku Party any action or proceeding based upon or arising out of any of the matters released in this Agreement.

iv) If, notwithstanding the foregoing, a Court of competent jurisdiction concludes CL has breached Section 5 of this Agreement, CL shall be required, to the maximum extent permitted by law, to indemnify and hold harmless any costs or expenses incurred by such Released Takigiku Party in connection therewith, including attorneys' fees and other expenses which result from, or are incident to, such violation.

v) Nothing in this Agreement shall be construed to prevent CL (or any other Company Releasor) from responding truthfully to a valid subpoena, from filing a charge with, or participating in, any investigation conducted by a governmental agency and/or any local human rights agency, and/or responding as otherwise required by law.

vi) CL agrees, represents and warrants that it is the sole owner of the matters released herein, and that it has the full right and power to grant, execute and deliver the releases and promises in this Agreement.

vii) CL hereby waives the provision of any applicable law or principle in equity, whether Federal, state or local, that may limit the scope of this Agreement.

c) Specific Provisions Relating to Patents, Products, Approvals.

i) Definition. For purposes of this Section 5.c), "Company" has the meaning set forth in the opening paragraph.

ii) Mutual Non-Disparagement. Except as required to provide testimony or support claims or defenses or rights or remedies in the Kentucky Litigation, the Parties covenant and agree that they shall not make any comments or statements, whether written or oral, to any third party, including, without limitation, the press or media or on any social media cite or other public forum or to any individual or entity, including but not limited to, current or former Company employees, clients, customers, consultants, vendors, financial or credit institutions, investors or potential investors of the Company or of SIDIS, Bexion, PrimeDP or BioLOGIC, that may in any way disparage, damage the business or reputation discredit, or otherwise call into disrepute, Takigiku, the Company, the Released Company Parties, or the Released Takigiku Parties or any of the Company's products or services or business, including, without limitation, CL-108.

iii) Pre-Existing Obligation. Takigiku agrees to, acknowledges and affirms his obligations and the rights he granted to the Company under the Confidential Information & Invention Assignment Agreement dated September 23, 2008, attached hereto as Exhibit 1 (the "CIIAA"), which Takigiku stipulates and agrees remains in full force and effect on its terms. The terms and conditions of this Section 5.c. are in addition to and in continuation of any all obligations of Takigiku and all rights and benefits of the Company under the CIIAA.

iv) Patent Challenge. Takigiku hereby agrees not to, directly or indirectly, challenge or aid any third party in challenging the validity, scope, enforceability or ownership of any Patent or cause, request, participate in, or support in any way, any reissue, opposition, declaratory judgment action, interference, *inter partes* review, reexamination, reconsideration or similar proceeding of any Patent or any review by a governmental entity of any Patent, except solely for the benefit of the Company to the extent such action is requested in writing by the Company. As used herein, "Patent" means any patent or patent application (whether utility, design, inventors certificate or the like) owned or controlled by the Company.

v) Non-Interference. Takigiku shall not, and shall not cause or assist any third party to, initiate or otherwise undertake any activity, directly or indirectly, to interfere with any Company product or any regulatory approval therefor, including by the U.S. Food and Drug Administration, including but not limited to the filing or submission of any Citizen Petitions, correspondence or other submissions with FDA or any other regulatory or governmental authority. Without limiting Section 5.c)ii), Takigiku agrees to refrain from any defamation, libel or slander of the Company, or tortious interference with the contracts and

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relationships of the Company. Takigiku also agrees that he will not make any statements (orally or in writing, including, without limitation, whether in fiction or nonfiction, publicly or privately) nor take any actions which in any way publicly disparage, defame, or reflect negatively on the Company (including without limitation discussion of the past, present or future performance of the Company or the Company), or in any way, directly or indirectly, cause or encourage the making of such statements or the taking of such actions by anyone else. Nothing herein shall prevent Takigiku from testifying truthfully pursuant to judicial process or in any judicial or arbitral proceeding.

vi) Confidentiality. Without limiting Section 5.c)iii), Takigiku agrees to, acknowledges and affirms his obligation under the CIIAA to hold in strictest confidence, and not to use or to disclose to any person, firm or corporation any Confidential Information of the Company. Takigiku confirms his understanding and agreement that "Confidential Information" means any non-public information that relates to the actual or anticipated business or research and development of the Company, technical data, trade secrets or know-how, including, but not limited to, research, product plans or other information regarding Company's products, services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on whom Takigiku may have called or with whom Takigiku may have become acquainted during the term of his employment with the Company), software, developments, inventions, patents, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information. Takigiku further understands that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of Takigiku's or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

vii) Inventions. Without limiting Section 5.c)iii), Takigiku agrees to, and acknowledges and affirms his obligation under the CIIAA to make full written disclosure to the Company, hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all of Takigiku's right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which Takigiku solely or jointly conceived or developed or reduced to practice, or cause to be conceived or developed or reduced to practice, during the period of time he was in the employ of the Company, which relate to the actual or anticipated business or research and development of the Company or uses any Company Confidential Information (collectively referred to as "Invention(s)"). Takigiku further acknowledges and affirms, as agreed in the CIIAA, that all original works of authorship that were made by him (solely or jointly with others) within the scope of and during the period of his employment with the Company that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. Takigiku agrees, acknowledges and affirms that the decision whether or not to commercialize or market any Invention was and is within the Company's sole discretion and for the Company's sole benefit and that no royalty or other compensation whatsoever was, is or ever will be due to him as a result of the Company's efforts to commercialize or market any Invention.

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viii) Further Assurances. Without limiting Section 5.c)iii), Takigiku hereby agrees to, acknowledges and affirms his obligations under the CIIAA to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company shall deem necessary in order to apply for, obtain or assert such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Takigiku agrees, acknowledges and affirms, as he agreed in the CIIAA, that if the Company is unable because of my mental or physical incapacity or for any other reason to secure Takigiku's signature in connection with the preparation, prosecution, endorsement or otherwise of any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company, then Takigiku has assigned or hereby irrevocably assigns, designates and appoints the Company and its duly authorized officers and agents as Takigiku's agent and attorney-in-fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the same with the same legal force and effect as if executed by Takigiku.

6. **Specific Performance; Injunctive Relief.**

The Parties agree that they shall have the right and remedy to have the provisions of this Agreement specifically enforced to the extent permitted by law by any court having competent jurisdiction, it being acknowledged and agreed that any breach of the CIIAA or this Agreement would cause immediate and irreparable injury and that money damages alone would not provide an adequate remedy at law for any breach. Therefore, the Parties agree that they shall be entitled to obtain equitable relief by specific performance, temporary restraining order, preliminary and/or permanent injunction or otherwise from any court of competent jurisdiction (without the requirement of demonstrating any actual damage or of posting a bond or other security). Such rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Parties at law or in equity, including the right to liquidated damages as provided in paragraph 13 of this Agreement. The Parties agree that the existence of any claim or cause of action by the other Party, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by either Party of the covenants and restrictions set forth in this Section 6.

7. **Representation by Counsel; Free Will.**

The Parties represent and acknowledge that each has been represented by the counsel of their choosing in connection with the negotiation, drafting, and execution of this Agreement, and that each has consulted with their respective counsel prior to execution of this Agreement. Each Party acknowledges that his/its attorneys have reviewed this Agreement, and that he/it is entering into this Agreement on his/its own free will, intending to be bound hereby.

8. **No Admission of Liability.**

Nothing set forth in this Agreement shall be construed as an admission of any Party of liability or wrongdoing of any kind to any person or entity.

9. **Entire Agreement**.

The Parties hereto agree that this Agreement, together with the documents expressly referenced herein, sets forth the entire agreement between the Parties concerning the subject matter of this Agreement and that they have not relied upon any representation or statement, written or oral, not expressly set forth in this Agreement, including its exhibits, and specifically have not relied upon any statements made in the Stock Declaratory Judgment Action or on any discovery or the completeness of any discovery in the Stock Declaratory Judgment Action. This Agreement, together with documents referenced herein (including the CIIAA), expressly supersedes any and all previous understandings and agreements between the Company and Takigiku and constitutes the sole and exclusive understanding between the Company and Takigiku concerning the Shares; the Stock Declaratory Judgment Action; the Counterclaim; the Appeal; and the Costs.

10. **Confidentiality of this Agreement**.

The Parties agree that the terms and conditions of this Agreement shall remain confidential and that they and their agents, respectively, shall not disclose, disseminate or publicize the existence of this Agreement or any information about this Agreement to any other person(s) except as follows:

a) to state and federal tax authorities to the extent necessary;

b) in response to an order of a court of competent jurisdiction, following notice to the other Party;

c) in response to a properly issued subpoena, following notice to the other Party;

d) in an action to enforce this Agreement;

e) to professional advisors including attorneys, accountants, and tax advisors where such disclosure is relevant to their provision of services;

f) to immediate family members if those family members have agreed to not disclose the terms and conditions of this Agreement; and

g) as to the Company, to officers, directors, and affiliated entities on a need-to-know basis.

Except as expressly permitted above, the Parties agree that if they receive inquiries relating to the status of the Stock Declaratory Judgment Action; the Counterclaim; the Appeal; or the Costs, the Parties shall respond only that matters were resolved between the Parties and the Motions Order and Final Judgment remain in full force and effect.

11. Waiver.

No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of that or any other term, provision or condition of this Agreement.

12. Governing Law.

This Agreement shall be interpreted, construed, and enforced in accordance with, and shall be governed by, the laws of the State of Delaware, without regard to conflicts of laws principles and regardless of the place of execution, or of the places of performance. Except that either Party shall be entitled to obtain from any Court of competent jurisdiction injunctive relief against the other Party, without bond, as set forth in Section 6, any legal action, suit or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in a) the Federal Courts of the United States of America or the Court of the State of Delaware in each event location in the city of Wilmington, Delaware, or, alternatively, b) in the United States District Court of the Southern District of Florida, Ft. Lauderdale, and, to the fullest extent permitted by law, each Party irrevocably submits to the exclusive jurisdiction of such courts. To the fullest extent permitted by law, the Parties irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceedings in such courts, and irrevocably waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

13. Severability/Enforceability.

The Parties agree that if any provision in this Agreement is held to be invalid, illegal, or unenforceable, either legislatively or judicially, such provision will be severed here from, and the remainder of this Agreement will continue to be valid and enforceable unless such determination of invalidity shall deprive either Party of the substantial benefit of its bargain. Furthermore, if Takigiku in any way breaches Sections 5 c) iv and/or v of this Agreement and/or asserts that such Sections and/or provisions of this Agreement is/are invalid, illegal or otherwise unenforceable, Takigiku must refund to the Company all consideration paid to Takigiku under this Agreement as this is a reasonable estimate of the monetary damage(s) that would accrue to Charleston as a result thereof in the future, and all Parties agree that the damages that would result from such breach are uncertain or incapable of calculation and this amount of liquidated damages is fair and reasonable and would not act as a penalty to Takigiku. The liquidated damages in this Section shall be in addition to, and not in lieu of, the Company's right to obtain equitable relief by specific performance, temporary restraining order, preliminary and/or permanent injunction as set forth in Section 6.

14. Construction.

The Parties acknowledge that each party has participated in the drafting and negotiation of this Agreement. The Parties intend for this Agreement to be construed and interpreted neutrally in accordance with the plain meaning of the language contained herein, and not presumptively construed against any actual or purported drafter of any specific language contained herein.

15. **Attorney's Fees**.

In the event any action is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to his or its attorney's fees and costs reasonably incurred in the defense or prosecution of such action.

16. **Counterparts**.

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and all such counterparts shall constitute one and the same instrument. A facsimile copy of this Agreement or a signed copy of this Agreement transmitted in Portable Document Format ("PDF") shall have the same force and effect as an original and shall bind a Party to the terms and conditions hereof.

17. **Jury Trial Waiver**.

EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT WHICH SUCH PARTY HAS OR MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM, LITIGATION, OR PROCEEDING RELEASED BY THIS AGREEMENT, WHETHER AT LAW OR IN EQUITY, WHETHER BASED ON ANY CLAIM OR COUNTERCLAIM, ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR COUNTERCLAIM, AND INCLUDING CLAIMS UNDER TORT, CONTRACT, STATUTORY OR COMMON LAW.

RAY TAKIGIKU Date: 18 JAN 2017	CHARLESTON LABORATORIES, INC. By: Name: LAURI BOSSE Title: PRESIDENT & CEO Date: 1/18/2017

EXHIBIT 1

CONFIDENTIAL INFORMATION & INVENTION ASSIGNMENT AGREEMENT

GT GreenbergTraurig

Invoice No.: 4115822
File No. : 155480.010200
Bill Date : April 15, 2016

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through December 31, 2015:

		$	26,873.50
	Less Courtesy Discount:	$	(2,687.35)
	Total Fees:	$	24,186.15

Expenses:

Filing Fees	413.03		
Messenger/Courier Services	37.50		
Service Company Charges	147.81		
Subpoenas	719.00		
Information and Research	490.60		
	Total Expenses:	$	1,807.94
	Current Invoice:	$	**25,994.09**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 31

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
11/02/15	Bridget A. Berry	Continue analysis regarding grounds for personal jurisdiction over Takigiku in Florida.	0.50	312.50
11/02/15	bert R. Kane	Continued legal research and analysis of Florida's long arm statute and corporate statutes to determine the basis for personal jurisdiction over the Defendant in Florida in preparation for filing the Complaint; call with George Scott regarding same.	1.00	365.00
11/03/15	Bridget A. Berry	Continue analysis regarding grounds for personal jurisdiction over R. Takigiku in Florida; analyze whether R. Takigiku is a necessary party to declaratory judgment action; communications with G. Scott re: personal jurisdiction and re: cause of action against R. Takigiku accruing after the time the company moved to Florida	1.50	937.50
11/04/15	Bridget A. Berry	Analysis relating to personal jurisdiction and filing of Complaint in Palm Beach County.	0.80	500.00
11/05/15	Bridget A. Berry	Research and analysis regarding subject matter and personal jurisdiction issues; revise complaint and follow up.	2.20	1375.00
11/05/15	Robert R. Kane	Final review and edits to draft complaint and compilation of exhibits in preparation for filing.	1.00	365.00
11/06/15	Bridget A. Berry	Communications with G. Scott and client; analyze comments; finalize complaint for filing in State Court.	1.00	625.00
11/09/15	Bridget A. Berry	Confer with G. Scott and follow up relating to expedited service of process on R. Takigiku.	0.50	312.50
11/10/15	Bridget A. Berry	Push for Court assignment and issuance of summons; expedite service of process; confer with G. Scott re: payment of Fair Value.	0.90	562.50
11/11/15	Bridget A. Berry	Handle issues relating to service of process at R. Takigiku place of business given security wall.	0.60	375.00
11/12/15	Bridget A. Berry	Analyze draft letter to J. Long; Draft Amended Complaint to reflect payment of Fair Value; Draft Amended Complaint; Analyze claim against BioLOGIC; begin work on discovery; confer with G.Scott on all issues.	3.30	2062.50
11/13/15	Bridget A. Berry	File Amended Complaint and follow up with process server; advise G. Scott of status.	0.50	312.50
11/16/15	Bridget A. Berry	Assist G. Scott re: service of preservation letter on J. Long; review email from J. Long; analysis and fact investigation re: his statement that Amended Complaint not served; obtain affidavit of service and follow up with G. Scott.	0.70	437.50
11/18/15	Bridget A. Berry	Confer with G. Scott (General Counsel, Charleston) re: SIDIS, BioLOGIC, and review information.	0.30	187.50
11/20/15	Bridget A. Berry	Analysis re: BioLOGIC's corporate structure.	0.50	312.50

11/20/15	Jennifer Thomson	Conduct online research regarding corporate structure of Biologic LLC in Kentucky and Colorado; conduct online research regarding corporate structure of Molecular Diagnostics Laboratories in Ohio, Kentucky, NY, and FL; prepare Accurint Reports for Biologic Corp.LLC and Molecular Diagnostics Laboratories; prepare email to G. Scott advising of same.	3.80	931.00
11/23/15	Bridget A. Berry	Read cease and desist letter; confer with G. Scott re: answer due date; draft letter to opposing counsel confirming service, attaching affidavit of service, and stating due date.	0.80	500.00
11/30/15	Bridget A. Berry	Read correspondence to E. Off at Thompson Hine; telephone call from J. Long; confer with G. Scott re: J. Long request for extension to respond to Amended Complaint; draft agreed order on extension; communications with opposing counsel re: same; continue work on discovery requests.	2.30	1437.50
12/01/15	Bridget A. Berry	Multiple communications with opposing counsel re: agreed order on extension; communications with G. Scott re: status.	0.50	312.50
12/02/15	Bridget A. Berry	Draft document request; communications with G. Scott regarding document request.	1.80	1125.00
12/02/15	Bridget A. Berry	Draft letter to Judge regarding agreed order on extension in case against Dr. Takigiku; inform G. Scott regarding status.	0.70	437.50
12/03/15	Bridget A. Berry	Correspond with G. Scott; analyze proposed changes and follow up; receive and review Order granting extension and follow up.	#.50	312.50
12/04/15	Bridget A. Berry	Fact investigation; Revise discovery request; communications with G. Scott; communication with opposing counsel regarding service.	1.30	812.50
12/07/15	Bridget A. Berry	Email Communication with J. Long re: service and R. Takigiku retention of local counsel.	0.20	125.00
12/08/15	Bridget A. Berry	Review correspondence from BioLOGIC.	0.10	62.50
12/09/15	Bridget A. Berry	Review correspondence from: G. Scott to BioLOGIC.	0.10	62.50
12/10/15	Bridget A. Berry	Review correspondence from G. Scott to SoapBox Media.	0.10	62.50
12/11/15	Bridget A. Berry	Receive and review notice of filing notice of removal; analysis re: removal and remand; communications with G. Scott re: removal and strategy; fact investigation re: local counsel and communication with G. Scott re: same.	2.40	1500.00
12/11/15	Jennifer Thomson	Review Notice of Removal with insufficient documents filed by opposing counsel in the United States District Court of the Southern District of Florida; review court website regarding same.	0.70	171.50
12/14/15	Bridget A. Berry	Receive and review court orders and email to G. Scott re; same; communications with opposing counsel J. Long re: discovery and other issues; receive and review Takigiku Notice of Filing exhibits to notice of removal and follow up with G. Scott; follow up with G. Scott re: Answer/Counterclaim.	1.50	937.50
12/15/15	Bridget A. Berry	Telephone conference with G. Scott.	0.50	312.50

12/15/15	Lindsay L. MacDonald	Conduct research on personal jurisdiction defense used by Defendant.	0.90	211.50
12/16/15	Bridget A. Berry	Multiple communications with J. Long and analysis re: discovery filed and served in state court proceedings.	0.70	437.50
12/16/15	Lindsay L. MacDonald	Complete research on personal jurisdiction defense and begin to draft memo to B. Berry with findings	3.00	705.00
12/17/15	Bridget A. Berry	Communications with client and review communications between Dean Rutley at WCSR and G. Scott re: Amended Complaint and Answer, Affirmative Defenses and Counterclaim of Takigiku.	0.50	312.50
12/17/15	Lindsay L. MacDonald	Complete memo to B. Berry with research findings on personal jurisdiction defense.	0.40	94.00
12/18/15	Bridget A. Berry	Analyze Counterclaim; Work on answer and affirmative defenses to Counterclaim	4.00	2500.00
12/21/15	Bridget A. Berry	Telephone call with J. Long; report to G. Scott.	0.70	437.50
12/22/15	Bridget A. Berry	Telephone conference with G. Scott; receive and review Answer and Affirmative Defenses to Amended Complaint and Amended Counterclaim	1.30	812.50
12/23/15	Bridget A. Berry	Draft unopposed motion for extension of time to respond to amended counterclaim; confer with client re; strategy; telephone conference with opposing counsel J. Long and email to J. Long re: various matters; prepare for conference with Magistrate Judge.	2.00	1250.00
12/24/15	Bridget A. Berry	Confer with opposing counsel J. Long re: various issues and follow up re: stipulation and extension.	0.50	312.50
12/28/15	Bridget A. Berry	Communications with client re: Womble settlement discussions with Takigiku's attorney;	0.30	187.50
12/29/15	Bridget A. Berry	Review G. Scott correspondence; confer with G. Scott; work on Stipulation waiving Takigiku personal jurisdiction defenses and waiving Charleston right to seek remand.	1.50	937.50
12/29/15	Jennifer Thomson	Attention to Stipulation Regarding Plaintiff's Answer or Other Response to Defendant's Amended Counterclaim.	0.50	122.50
12/31/15	Bridget A. Berry	Follow up re: finalizing and filing Motion for Extension and correspondence to court.	0.30	187.50
12/31/15	Jennifer Thomson	Attention to Plaintiff's Unopposed Motion for Extension of Time to Respond to Amended Counterclaim and proposed order re: same; file/serve Motion on opposing counsel and email proposed order to Judge.	0.90	220.50
		Total Time:	50.10	
		Total Fees:		$ 26,873.50

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
10/31/15	VENDOR: CT Corp, Lien, Corsearch, Summation AC INVOICE#: 14387845-RI DATE: 10/31/2015 Payment of Invoice No. 14387845-RI for LOCL Pharma Inc. (DE) - Delaware Amended Annual Report filing for address change	$	147.81
11/02/15	WestlawNext Research by KANE III,ROBERT R.	$	88.80
11/03/15	WestlawNext Research by BERRY,BRIDGET A.	$	178.20
11/03/15	WestlawNext Research by KANE III,ROBERT R.	$	59.40
11/10/15	VENDOR: Wright Express Financial Services Corpor INVOICE#: 00113015197 DATE: 11/30/2015 Filing Complaint; Fptl34180969 on 11/10/2015 (Unique ID# GBSFP19QKY3H9XYQ1D)	$	413.03
11/10/15	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2015024385 DATE: 11/10/2015 Re Courier Service on 11/9/2015 to Palm Beach County Courthouse	$	22.50
11/17/15	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2015024417 DATE: 11/17/2015 Process Service fee to be Served on: Dr. Raymond Tkigiku Bexion Pharmaceuticals, LLC	$	719.00
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Person Search on Nov 19 2015 - Re: R TAKIGIKU ,	$	-.00
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Corporation Search on Nov 19 2015 - Re: R TAKIGIKU ,	$	1.00
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Corporation Search on Nov 19 2015 - Re: biologic corp, llc,	$	1.00
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Corporation Search on Nov 19 2015 - Re: 20071072088,	$	1.00
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 19 2015 - Re: MOLECULAR DIAGNOSTICS LABORATORIES,	$	0.35
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 19 2015 - Re: MOLECULAR DIAGNOSTICS,	$	0.35
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Corporation Search on Nov 19 2015 - Re: 31-1497050,	$	1.00
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Corporation Search on Nov 19 2015 - Re: F14000001766,	$	1.00
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 19 2015 - Re: SIDIS,	$	0.35
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 19 2015 - Re: SIDIS CORPORATION,	$	0.35
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Corporation Search on Nov 19 2015 - Re: SIDIS CORP.,	$	1.00
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Corporation Search on Nov 19 2015 - Re: BIOLOGIC,	$	1.00
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Corporation Search on Nov 19 2015 - Re: BIOLOGIC 20111237764,	$	1.00

11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Corporation Search on Nov 19 2015 - Re: BIOLOGIC 20151479506,	$	1.00
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Corporation Search on Nov 19 2015 - Re: MOLECULAR DIAGNOSTICS LABORATORIES,	$	1.00
11/19/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Corporation Search on Nov 19 2015 - Re: bexion,	$	1.00
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 20 2015 - Re: SIDIS CORP.,	$	0.35
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 20 2015 - Re: SIDIS CORP. 202030559,	$	0.35
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Comprehensive Business Report on Nov 20 2015 - Re: S131961354,	$	5.50
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 20 2015 - Re: NIGEL M FERREY ,	$	0.35
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Person Search on Nov 20 2015 - Re: NIGEL M FERREY ,	$	0.35
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 20 2015 - Re: NIGEL M FERREY ,	$	0.35
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Comprehensive Business Report on Nov 20 2015 - Re: S19096046,	$	3.75
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 20 2015 - Re: RAY TAKIGIKU ,	$	0.35
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Comprehensive Business Report on Nov 20 2015 - Re: S18328008,	$	5.25
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Comprehensive Business Report on Nov 20 2015 - Re: S19200369,	$	5.00
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Corporation Search on Nov 20 2015 - Re: RAY TAKIGIKU ,	$	1.00
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 20 2015 - Re: BIOLOGIC RDD,	$	0.35
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Comprehensive Business Report on Nov 20 2015 - Re: S35338462560,	$	3.50
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 20 2015 - Re: SIDIS CORP.,	$	0.35
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Comprehensive Business Report on Nov 20 2015 - Re: S131961354,	$	5.50
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 20 2015 - Re: MOLECULAR DIAGNOSTICS LABORATORIES,	$	0.35
12/02/15	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-201525977 DATE: 12/2/2015 Courier service - 12/2/2015 - Palm Beach County Courthouse	$	d Mail
12/16/15	WestlawNext Research by MACDONALD,LINDSAY.	$	118.80

Total Expenses:	$	1,807.94

GT GreenbergTraurig

Invoice No.: 4173979
File No. : 155480.010200
Bill Date : April 15, 2016

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

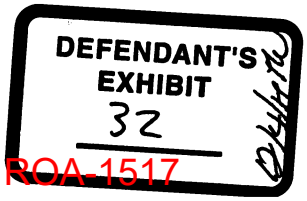
Legal Services through January 31, 2016:

		$	77,738.50
Less Courtesy Discount:		$	(7,773.85)
Total Fees:		$	69,964.65

Expenses:

Information and Research	595.90		
Total Expenses:		$	595.90
Current Invoice:		$	**70,560.55**

BAB:LMH
Tax ID: 59-1270754



Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
01/03/16	Bridget A. Berry	Communications with G. Scott re: status; prepare for pre-scheduling conference conferral with opposing counsel.	0.50	325.00
01/04/16	Bridget A. Berry	Prepare for and participate in pre-scheduling conference conferral with opposing counsel and review and respond to email correspondence thereafter; Confer with G. Scott re: status and strategy.	1.70	1105.00
01/05/16	Bridget A. Berry	Review proposed stipulation; communications with opposing counsel; communications with client; plan and prepare for Scheduling Conference; confer with Delaware corporate counsel.	2.00	1300.00
01/05/16	Kelly A. Terribile	Phone conference regarding shareholder agreement dispute.	0.10	72.00
01/06/16	Bridget A. Berry	Confer with K. Terribile; prepare for and participate in telephone conference with K. Terribile and G. Scott; follow up on various issues; prepare for Scheduling Conference; pre-conference consultation with R. Takigiku's Florida counsel; attend Scheduling Conference in Federal Court, Ft. Lauderdale; prepare status report to client.	7.00	4550.00
01/06/16	Kelly A. Terribile	Message regarding complaint filed in FL state court; review complaint; message regarding removal to federal court documents; review answer; phone conference G. Scott and B. Berry regarding background strategy; message regarding board consents relating to Takigiku issuance and repurchase; message regarding SIDIS documents; messages regarding correspondence relating to Takigiku repurchase; review stock restriction agreement.	2.50	1800.00
01/07/16	Kelly A. Terribile	Message regarding scheduling hearing summary, schedule approved by court; messages regarding stock restriction agreement; review stockholders agreement; review SIDIS materials regarding purported ownership in Charleston Labs; review Womble correspondence with Takigiku counsel regarding repurchase and severance; review IRC requirements for stock restriction agreement; messages regarding Womble documents; compile list of documents/information to request; message B. Berry regarding same; pull recent Delaware Chancery Court repurchase/valuation opinion and Chancery Court opinion cited therein; review same regarding review of case; messages regarding strategy for mediators; message regarding repurchase/valuation opinion Chancery Court decisions summary.	5.50	3960.00

01/08/16	Bridget A. Berry	Confer with G. Scott relating to questions raised by K. Terribile relating to corporate documents and analysis; email to K. Terribile; analysis re: stipulation; draft revised stipulation to jurisdiction; confer with opposing counsel; follow up with client re: stipulation to jurisdiction; follow up with client re: strategy meeting; analysis re: mandatory disclosures.	2.80	1820.00
01/08/16	Kelly A. Terribile	Messages regarding additional information and materials requested for analysis; messages regarding stipulation to federal court personal jurisdiction; messages regarding strategy session.	0.30	216.00
01/08/16	Jennifer Thomson	Attention to Stipulation Relating to Jurisdiction and Venue; prepare same for filing and service.	0.80	208.00
01/11/16	Bridget A. Berry	Begin work on Rule 26 mandatory disclosures; email to opposing counsel relating to stipulation; confer with opposing counsel re: stipulation; work on document request (Federal Court).	0.90	585.00
01/11/16	Jennifer Thomson	Begin conducting general online research re: case witnesses: D. Baddour, Bexion, biologic, N. Ferrey, Molecular Diagnostics, Prime DP, LLC, D. Rutley, SIDIS, R. Takigiku, M. van Gilse, and WCSR, in connection with Rule 26 Disclosures and also in preparation for trial.	4.40	1144.00
01/12/16	Bridget A. Berry	Telephone conference with G. Scott.	1.00	650.00
01/12/16	Kelly A. Terribile	Phone message B. Berry regarding strategy meeting on Jan. 19th; messages regarding availability for same; messages regarding additional due diligence documents; message regarding Series A investment documents; messages regarding board actions regarding Dr. Ray removal; message regarding record book; message regarding J. Ameling transfer agreement; message SIDIS operating agreement Dec. 2008; message regarding SIDIS organizational chart; message regarding Daiichi-Sankyo press release Aug. 2014; messages regarding SIDIS presentations containing Charleston Labs information; messages regarding Charleston Labs documents location; message regarding defendants request for discovery; messages regarding potential mediators.	1.80	1296.00
01/12/16	Jennifer Thomson	Preparation of Plaintiff/Counter-Defendant's Rule 26(a)(1) Initial Disclosures; review documents provided by G. Scott in connection with same.	5.20	1352.00
01/12/16	Jennifer Thomson	Analyze documents relating to Defendant's First Request for Production and First Request for Admissions to Plaintiff.	1.40	364.00
01/13/16	Bridget A. Berry	Prepare for meeting with P. Bosse and G. Scott on 1/18; analysis re: response to R. Takigiku pleadings.	2.30	1495.00
01/13/16	Robert R. Kane	Legal research and analysis of federal case law interpreting Federal rule of civil procedure 7(a) in the context of a reply to affirmative defenses.	0.40	158.00

01/13/16	Kelly A. Terribile	Review SIDIS organizational chart showing Charleston Labs ownership; review Ameling Heads of Agreement; review minute book from Womble; review Series A investment documents.	1.60	1152.00
01/13/16	Jennifer Thomson	Continue drafting Plaintiff/Counter-Defendant's Rule 26(a)(1) Initial Disclosures; review documents provided by G. Scott in connection with same; begin preparing Timeline of pertinent case-specific events re: same.	5.10	1326.00
01/14/16	Bridget A. Berry	Address pretrial deadlines; analysis re: client documents; prepare for meeting with client; receive and review Takigiku disclosures.	2.00	1300.00
01/14/16	Kelly A. Terribile	Message regarding mediator recommendations; review Series A right of first refusal and co-sale agreement; message regarding executed stock restriction agreements.	0.60	432.00
01/14/16	Jennifer Thomson	Work on Defendant's First Request for Production of Documents and First Request for Admissions.	2.60	676.00
01/15/16	Bridget A. Berry	Plan and prepare for client meeting; plan and prepare for call with Womble; call with D. Rutley; multiple email communications with Womble re: call; plan and prepare for mediation, including communications with JAMS and client; analysis re: Rule 7.1 Disclosure Statement.	2.80	1820.00
01/15/16	Kelly A. Terribile	Messages regarding video conference strategy session; messages regarding call with Womble; message regarding mediation update and discovery, depositions, etc. timing; message regarding choice of mediator; messages Womble regarding Florida litigation and documents; review co-sale, right of first refusal and voting agreement (Series A).	0.80	576.00
01/15/16	Jennifer Thomson	Continue work on Defendant's First Request for Production of Documents and First Request for Admissions.	1.40	364.00
01/15/16	Jennifer Thomson	Preparation for meeting with G. Paul Bosse, III, G. Scott, and B. Berry on 1/18.	4.00	1040.00
01/16/16	Bridget A. Berry	Communication with G. Scott in preparation for meeting.	0.10	65.00
01/17/16	Kelly A. Terribile	Messages regarding Womble information and discussion; message regarding Ameling/SIDIS settlement agreement; review same.	0.30	216.00
01/18/16	Bridget A. Berry	Prepare for meeting with P. Bosse and G. Scott; participate in meeting; review Takigiku's Rule 26 Disclosures; follow up re: discovery; draft email to Womble; review and revise draft Rule 26 Disclosures for Charleston Laboratories, Inc.	7.50	4875.00

01/18/16	Kelly A. Terribile	Message regarding Ameling settlement agreement; review Ameling settlement agreement; review co-sale, drag along and voting agreement; messages regarding call to discuss client meeting; messages regarding availability for mediation; phone conference B. Berry regarding Womble information and strategy; phone conference P. Bosse, G. Scott and B. Berry regarding same; compare stock restriction agreement and stockholders agreement against co-sale agreement (Series A investment); messages regarding copies of documents discussed on client call and Charleston Labs signature page to stockholders agreement; review Delaware case law regarding integration clauses; message regarding defendants' initial Rule 26(a) disclosures; review same; phone conference B. Berry regarding same and strategy for Womble and case; message regarding co-sale agreement.	6.70	4824.00
01/18/16	Jennifer Thomson	Prepare documents for and attend meeting with B. Berry, client, G. Paul Bosse, III and client's in-house counsel, George A. Scott, Jr.	6.40	1664.00
01/19/16	Bridget A. Berry	Work on Rule 26 disclosures; work on response to counterclaim; research and analysis relating to documents; plan for and participate in telephone conference with Womble; review D. Rutley correspondence; analysis re: Landmark; communications with JAMS and communications with opposing counsel re: mediation; review Notice re: mediation; multiple communications with G. Scott.	7.70	5005.00
01/19/16	Robert R. Kane	Attended conference with Bridget Berry and attorneys at Womble to discuss the facts of the case and documents drafted by Womble.	0.80	316.00
01/19/16	Robert R. Kane	Legal research and analysis of Florida and Delaware Law on the issue of matters properly raised in declaratory action(s).	1.50	592.50
01/19/16	Kelly A. Terribile	Message regarding draft settlement agreement (Takigiku) and Ameling capital contribution letter; message to Womble regarding depositions and discovery; messages regarding Takigiku correspondence; messages regarding call with Womble; phone conference Womble regarding factual items; phone conference B. Berry regarding same; message regarding relevant stockholders agreements; messages regarding call with Womble, GT and client.	2.80	2016.00
01/19/16	Jennifer Thomson	Attention to Letter to R. Takigiku re: termination and SIDIS Valuation Insight; send to K. Terribile.	0.30	78.00
01/20/16	Bridget A. Berry	Draft status/strategy report to G. Scott; review and revise disclosure form; analysis re: affiliated companies (for corporate disclosure form); prepare for and participate in telephone conference with: Wilson Sonsini re: IP issues; J. Ameling re: facts; Womble re: facts and documents; G. Scott re: strategy.	7.30	4745.00

01/20/16	Kelly A. Terribile	Messages regarding summary of discussion and strategy; messages regarding Landmark Financial; message regarding SIDIS cease and desist letter; messages regarding Bosse/Takigiku emails: review same; message regarding protective order proposed by Takigiku counsel; messages regarding Takigiku termination letter and SIDIS presentation; messages regarding ownership of Charleston Labs for Rule 26(a)(1) disclosure; messages regarding schedule for mediation; message regarding Landmark financial email regarding stockholders agreement; message regarding Takigiku discovery requests; message regarding preparation of summary of arguments and strategy; messages regarding SIDIS valuation of Charleston Labs; messages regarding draft Rule 26(a)(1) disclosure and due date; messages regarding SIDIS reference to "valuation" of Charleston Labs; messages regarding call with J. Ameling, G. Scott and B. Berry regarding background; messages regarding current stock ledger; message regarding "employment" of Takigiku and questions for Womble; phone conference Womble, GT and G. Scott regarding background.	2.90	2088.00
01/20/16	Jennifer Thomson	Finalize Plaintiff/Counter-Defendant's Rule 26(a)(1) Initial Disclosures; send same to G. Scott for review and comment.	2.70	702.00
01/21/16	Bridget A. Berry	Multiple communications with G. Scott; analyze information and finalize Rule 7.1 Disclosure Statement; review correspondence between K. Terribile and D. Rutley re: founder's agreement(s); review documents; receive and review notice of subpoena from J. Long; confer with K. Terribile re: Delaware law issues; continue work on Rule 26 Disclosures; review information provided by L. Lieto; continue analysis/drafting of Answer to Amended counterclaim.	5.50	3575.00
01/21/16	Robert R. Kane	Legal research and analysis of Florida and Delaware law to determine whether a time-barred defense can be affirmatively asserted as a counterclaim for declaratory relief.	1.00	395.00
01/21/16	Kelly A. Terribile	Messages regarding Womble versions of Takigiku Stock Restriction Agreement; compare Womble versions of Takigiku Stock Restriction Agreement against each other; messages regarding Womble versions of Founders' Stockholders Agreement; message regarding G. Scott comments to Rule 26(a)(1) disclosures; message regarding current stock ledger; message regarding 10% ownership; messages regarding execution copies of stock restriction agreements; review stock ledger regarding current stockholders; review and revise Rule 26(a)(1) disclosures; message regarding same; messages regarding Womble subpoena; messages regarding revised Rule 26(a)(1) disclosures and questions; message regarding statute of limitations arguments and strategy.	2.60	1872.00

01/21/16	Jennifer Thomson	Attention to filing and service of Plaintiff/Counter-Defendant Charleston Laboratories Corporate Disclosure and Certificate of Interested Parties.	0.60	156.00
01/22/16	Bridget A. Berry	Multiple communications with G. Scott; multiple communications with L. Lieto; confer with K. Terrible; analysis re: statute of limitations issues; analysis re: corporate documents; Complete Rule 26 disclosures; Complete response to counterclaim; follow up re: Takigiku's disclosures; Charleston discovery requests to Takigiku and other outstanding matters.	5.80	3770.00
01/22/16	Robert R. Kane	Detailed review and analysis of Stock ledger and certificates to determine whether we can take the position in response to Dr. Tagigiku's counterclaim that his claim is time-barred under Delaware law.	0.40	158.00
01/22/16	Kelly A. Terribile	Messages regarding draft answer and affirmative defenses; review same; messages regarding Rule 26 disclosure and Charleston and SIDIS individuals; message regarding statute of limitations arguments; review case law regarding same; review and revise affirmative defenses regarding relevant Delaware statutes of limitation; message regarding analysis of statute of limitations arguments; message regarding comments to affirmative defenses; message regarding revised answer and affirmative defenses; message regarding third circuit decision for analysis; review and analyze same; phone conference B. Berry regarding affirmative defenses; messages regarding revised Rule 26(a) disclosure; messages regarding revised answer and affirmative defenses; message regarding filed answer and Rule 26 disclosure.	2.70	1944.00
01/22/16	Jennifer Thomson	Finalize for filing and service Plaintiff/Counter-Defendant's Answer and Affirmative Defenses to Defendant/Counter-Plaintiff's Amended Counterclaim and Plaintiff's Rule 26 Initial Disclosures.	1.00	260.00
01/27/16	Bridget A. Berry	Analyze and revise information from G. Scott re: trade name; review and revise cease and desist demand to SIDIS; telephone conference with G. Scott re: cease and desist demand and re: litigation with Takigiku; follow up with K. Terrible; analysis re: subpoena to Womble; follow up with A. Bost at Womble; follow up with G. Scott re: subpoena to Womble.	3.60	2340.00
01/27/16	Kelly A. Terribile	Message regarding proposed letter to SIDIS; message regarding scheduling order entered by court; message regarding Karl Knoll/Womble and Takigiku counsel; Womble subpoena for documents; message regarding proposed objections to Womble subpoena; messages regarding call to discuss new facts; message regarding July 2012 Section 2.2(d) of Series A purchase agreement disclosures.	0.40	288.00
01/28/16	Bridget A. Berry	Communications with A. Bost; receive and review Second Request for Admissions and follow up with G. Scott; work on discovery objections.	1.00	650.00

01/28/16	Kelly A. Terribile	Phone message B. Berry regarding SIDIS letter; messages regarding Womble subpoena and response; messages regarding K. Knoll.	0.20	144.00
01/28/16	Jennifer Thomson	Email to A. Bost attaching Subpoena to Produce Documents directed to WCSR.	0.10	26.00
01/29/16	Bridget A. Berry	Receive information from Womble and communications with G. Scott re: same; review Takigiku response to answer to counterclaim; analyze and draft responses to Defendant's First Request for Admissions; Responses to Defendant's First Request for Production; Defendant's Notice of Intent to Serve Subpoena to WCSR. 	3.40	2210.00
01/29/16	Kelly A. Terribile	Message regarding cease and desist letter to SIDIS; review same; message regarding Takigiku second request for production; messages regarding Womble invoices.	1.20	864.00
01/29/16	Jennifer Thomson	Review invoices provided by WCSR; forward same to client.	0.80	208.00
01/31/16	Bridget A. Berry	Confer with K. Terribile re: time records; define issues and confer with L. MacDonald re: research issues.	0.60	390.00
01/31/16	Kelly A. Terribile	Message regarding Takigiku counsel discussion with Womble; messages regarding Womble invoices; message regarding statute of limitations and privilege research.	0.30	216.00
		Total Time:	139.70	
		Total Fees:		$ 77,738.50

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Comprehensive Business Report on Nov 20 2015 - Re: S90894804,	$	5.25
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 20 2015 - Re: BIOLOGIC LLC CO,	$	0.35
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 20 2015 - Re: FERREY BIOLOGIC LLC CO,	$	0.35
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 20 2015 - Re: NIGEL FERREY BIOLOGIC LLC CO,	$	0.35
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Business Search on Nov 20 2015 - Re: NIGEL FERREY BIOLOGIC LLC,	$	0.35
11/20/15	VENDOR: Accurint-ACH INVOICE#: 1008203-20151130 DATE: 11/30/2015 Comprehensive Business Report on Nov 20 2015 - Re: S19096046,	$	3.75
01/07/16	WestlawNext Research by TERRIBILE,KELLY.	$	29.70
01/13/16	WestlawNext Research by 0.	$	136.50
01/21/16	WestlawNext Research by BERRY,BRIDGET A.	$	158.30
01/21/16	WestlawNext Research by KANE III,ROBERT R.	$	115.50
01/22/16	WestlawNext Research by KANE III,ROBERT R.	$	56.40
01/22/16	WestlawNext Research by THOMSON,JENNIFER.	$	89.10
	Total Expenses:	$	595.90

GT GreenbergTraurig

Invoice No.: 4173981
File No. : 155480.010200
Bill Date : April 15, 2016

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through February 29, 2016:

	$	71,576.00
Less Courtesy Discount:	$	(7,157.60)
Total Fees:	$	64,418.40

Expenses:

Business Meals	51.63		
Conference Calls	21.26		
Court Fees	175.00		
UPS Charges	32.28		
Information and Research	1,066.65		
Total Expenses:		$	1,346.82
Current Invoice:		$	**65,765.22**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 33

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
02/01/16	Bridget A. Berry	Discovery analysis; telephone call with opposing counsel; telephone call to Womble; telephone conference with G. Scott; draft objections to Takigiku subpoena.	6.40	4160.00
02/01/16	Lindsay L. MacDonald	Conduct research regarding whether the attorney-client privilege applies to communications between former attorney, current attorney, and client.	1.50	405.00
02/01/16	Kelly A. Terribile	Review Delaware case law regarding stockholder rights upon company exercise of repurchase right; messages regarding format for production of documents; messages regarding confidentiality order, exchange of documents, Womble subpoena etc.; message regarding draft responses to Takigiku document requests to Womble; message regarding attorney client privilege issue relating to Womble representation; phone messages regarding filed responses to Takigiku document requests to Womble.	0.60	432.00
02/02/16	Bridget A. Berry	Communications with opposing counsel re: "meet and confer" obligations and Womble subpoena; communications with G. Scott re: various issues; communications with JAMS re: mediation; confer with Womble re: subpoena;	2.00	1300.00
02/02/16	Lindsay L. MacDonald	Strategize with B. Berry regarding choice of law for research purposes. Continue to conduct research about whether the attorney-client privilege applies to communications between former attorney, current attorney, and client. Begin to conduct research regarding the application of the statute of limitations where the cause of action is declaratory relief.	2.70	729.00
02/02/16	Kelly A. Terribile	Messages regarding call to discuss strategy; review Delaware case law regarding repurchase of shares from stockholder; prepare summary of arguments to be made in case; review relevant documents and internal revenue code regarding same.	3.60	2592.00
02/03/16	Bridget A. Berry	Research and analysis re: privilege issues; confer with client re: objections to discovery; review communications from opposing counsel and follow up.	3.00	1950.00
02/03/16	Lindsay L. MacDonald	Conduct further research about whether the attorney-client privilege applies to communications between former attorney, current attorney, and client. Continue to conduct research regarding the application of the statute of limitations where the cause of action is declaratory relief and present findings to B. Berry.	5.20	1404.00
02/03/16	Kelly A. Terribile	Message to Womble regarding objections to Womble subpoena; review Section 83 commentary and IRS guidance regarding stock restriction agreement arguments.	0.30	216.00

02/03/16	Jennifer Thomson	Revisions to JAMS Engagement Letter in connection with mediation.	0.40	104.00
02/04/16	Bridget A. Berry	Review case law and analysis re: various privilege issues pertaining to Takigiku discovery on Womble; work on discovery responses (First and Second Requests for Admission); confer with K. Terribile and G. Scott re: same; communications with Womble re: subpoena for documents.	2.40	1560.00
02/04/16	Lindsay L. MacDonald	Conduct research regarding whether drafts/notes on documents circulated between attorney and client can be protected under attorney-client privilege. Conduct research about whether the attorney-client privilege protects communications between attorney and officer of corporation. Present findings to B. Berry.	3.20	864.00
02/04/16	Kelly A. Terribile	Messages regarding discovery strategy; messages regarding statute of limitations research; review and revise summary of arguments to be made in case; review Womble correspondence and relevant documents regarding same; review Delaware cases regarding binding nature of agreed upon valuation determination; message regarding draft response to Takigiku request for admissions; review and revise same; message regarding comments to same; message regarding client comments to same; review same.	4.60	3312.00
02/05/16	Bridget A. Berry	Confer with K. Terribile re: discovery responses; review materials from JAMS re: mediation and confer with G. Scott re: scheduling; analysis re: post termination communications between Womble and Takigiku; prepare for conference with opposing counsel re: discovery.	1.00	650.00
02/05/16	Kelly A. Terribile	Messages regarding call to discuss discovery and strategy; messages regarding response to second request for admissions and client comments to same; review same; review March 26th letter and redemption and settlement agreement and release; prepare summary of analysis of stock restriction agreement and stockholders agreement and Delaware case law regarding effect of repurchase of shares; review and revise plaintiff's response to Takigiku's second request for admissions; message regarding comments to plaintiff's response to Takigiku's second request for admission; review Delaware third party beneficiary case law regarding stockholders agreement; review and revise summary of analysis of stock restriction agreement and stockholders agreement.	6.50	4680.00
02/08/16	Bridget A. Berry	Prepare for and participate in Rule 7 conferral call with opposing counsel re: Charleston objections to subpoena to Womble law firm;	1.30	845.00
02/08/16	Robert R. Kane	Attended conference call with Bridget Berry and opposing counsel.	0.60	237.00

02/08/16	Kelly A. Terribile	Messages regarding JAMs mediation information; message regarding additional Womble invoices; review same; review Delaware case law regarding termination of stockholder/member rights upon repurchase; review and revise case summary/analysis regarding same; messages regarding attendance at JAMs mediation; review Takigiku correspondence regarding settlement.	6.60	4752.00
02/09/16	Bridget A. Berry	Review mediation materials; confer with JAMS; follow up with G. Scott re: discovery conferral with Takigiku's counsel.	0.30	195.00
02/09/16	Kelly A. Terribile	Review and revise summary analysis of case.	0.20	144.00
02/10/16	Bridget A. Berry	Email communications with Takigiku's attorney re: Womble discovery and Protective Order; receive Takigiku response (objections) to Charleston Request for Production; follow up; receive documents from Takigiku; follow up.	0.80	520.00
02/11/16	Bridget A. Berry	Confer with G. Scott re: discovery responses and revise responses; review correspondence from Thomson Hines re: SIDIS and G. Scott comments;	0.70	455.00
02/11/16	Kelly A. Terribile	Message regarding Dr. Ray responses to first request for production; message regarding plaintiff's response to document requests.	0.20	144.00
02/12/16	Bridget A. Berry	Continue coordination with G. Scott and L. Lieto re: Charleston discovery responses and production.	0.50	325.00
02/15/16	Bridget A. Berry	Analysis of information provided by client; follow up with Womble; review Defendant Takigiku's discovery responses; continue drafting Charleston Labs discovery responses.	6.00	3900.00
02/16/16	Bridget A. Berry	Multiple communications with G. Scott and third parties and analysis of information; continue drafting Charleston Labs discovery responses; conference call with G. Scott (2 hours) relating to discovery responses; finalize discovery responses; begin reviewing documents produced by R. Takigiku.	5.40	3510.00
02/16/16	Kelly A. Terribile	Messages regarding revised responses to defendant's second request for admissions; review and revise same; message regarding comments to same; messages regarding revised responses to defendant's first request for admissions; review and revise same; message regarding comments to same; messages regarding responses to defendant's first request for production; review and revise same; message regarding comments to same; message regarding Dr. Ray counsel's letter to Womble regarding subpoena; review and revise summary of case regarding first and second requests for admission and first request for production made by Dr. Ray; messages regarding call to discuss response to first request for production; messages regarding certificates in name of Dr. Ray; message regarding revised response to defendant's first and second requests for admissions and first request for production of documents; (to be cont'd)	4.00	2880.00

02/16/16	Kelly A. Terribile	(cont'd) review responses to discovery in preparation of conference call; message regarding SfDIS letter to Charleston Labs Feb. 11, 2016; messages regarding relevant emails; phone conference regarding responses to requests for admissions and first request for production of documents; messages regarding stock ledgers; messages regarding Dr. Ray document production; message regarding revised response to first request for admissions; review same; message regarding due date for response to second request for admissions; messages regarding revised responses to first document requests; review and revise same; phone conference regarding same; messages regarding comments to same.	3.70	2664.00
02/16/16	Jennifer Thomson	Telephone call with G. Scott re: production of documents in response to Defendant's First Request for Production; analyze and incorporate K. Terribile revisions to (1) Plaintiff's Responses and Objections to Defendant's First Request for Production, (2) Plaintiff's Responses to Defendant's First Request for Admissions, and (3) Plaintiff's Responses to Defendant's Second Request for Admissions.	1.80	468.00
02/16/16	Jennifer Thomson	Prepare letter to G. Scott enclosing CD containing documents produced by Defendant in response to Plaintiff's First Request for Production.	0.10	26.00
02/16/16	Jennifer Thomson	Conference call with G. Scott, K. Terribile, and B. Berry re: discovery responses.	2.10	546.00
02/16/16	Jennifer Thomson	Prepare index re: documents produced by Defendant in response to Plaintiff's First Request for Production.	2.00	520.00
02/17/16	Bridget A. Berry	Communications with opposing counsel re: discovery responses and Protective Order; review correspondence from A. Bost to Takigiku's counsel re: ambiguity and J. Long response; review correspondence (received by US Mail) from J. Long to A. Bost re: subpoena; communications with G. Scott re: Womble discovery and re: IP documents; follow up re: Plaintiff's Response to Defendant's Second Request for Admissions; communications with Womble re: Charleston objections to subpoena; confer with R. Kane re: research and Motion for Protective Order.	2.80	1820.00
02/17/16	Robert R. Kane	Legal research and analysis of Federal Rule of Civil Procedure 45 and 26 and Florida case law interpreting same to quash a nonparty subpoena and enter a protective order when discovery sought in the subpoena invades the attorney-client privilege and/or other irrelevant matters of personal right; Began drafting Motion to Quash and Motion for Protective Order on Takigiku's subpoena directed to Womble.	3.50	1382.50

02/17/16	Kelly A. Terribile	Message regarding response to first request for admissions and first request for production served; message regarding Bosse use of capital contributions email; messages regarding revised response to second request for admissions; messages regarding Womble Carlyle response to subpoena and production of documents.	0.40	288.00
02/17/16	Jennifer Thomson	Continue preparation of index re: documents produced by Defendant in response to Plaintiff's First Request for Production.	4.80	1248.00
02/18/16	Bridget A. Berry	Communications with Womble; receive and begin review of Womble documents; work on Motion for Protective Order	1.20	780.00
02/18/16	Robert R. Kane	Legal research and analysis of Federal Rule 45 and where we must file our motion to quash and motion for protective order on Takigiku's subpoena directed to Womble.	1.90	750.50
02/19/16	Bridget A. Berry	Receive service of Takigiku supplemental production of additional 2009 emails and follow up; confer with J. Long re: discovery issues and "Consent Protective Order"; analyze draft; review first draft of Motion for Protective Order	1.40	910.00
02/19/16	Robert R. Kane	Legal research and analysis of Delaware and Florida law relating to various issues raised by Takigiku discovery to Womble.	2.50	987.50
02/19/16	Kelly A. Terribile	Messages regarding Womble document production; message regarding Takigiku supplemental document production; review same.	0.20	144.00
02/20/16	Bridget A. Berry	Research, analysis, fact investigation and drafting of Motion for Protective Order re: discovery directed to Charleston's prior counsel, Womble.	3.00	1950.00
02/21/16	Lauren R. Whetstone	Review and provide suggested revisions to confidentiality stipulation and protective order.	0.30	120.00
02/22/16	Robert R. Kane	Continued drafting Motion to Quash and Motion for Protective Order on Takigiku's subpoena directed to Womble.	2.00	790.00
02/22/16	Jennifer Thomson	Attention to Womble Carlyle documents produced to Greenberg Traurig for review relating to subpoena; forward same to outside vendor Pictera for printing estimate	0.70	182.00
02/23/16	Jennifer Thomson	Call to A. Bost re: WCSR document production; communications with Pictera re: password protected Excel spreadsheet;	0.70	182.00
02/24/16	Bridget A. Berry	Research, analysis, and drafting of Motion for Protective Order re: discovery directed to Charleston's prior counsel, Womble; follow up re: patents; review Womble documents; communications with client.	2.40	1560.00
02/24/16	Bridget A. Berry	Review Bray Long transmittal of second supplemental production of additional 2009 emails served 2/24; analysis of research on privilege issues; receive memorandum from K. Terribile and prepare for call with G. Scott.	1.60	1040.00

02/24/16	Kelly A. Terribile	Messages regarding capitalization table dated 9/26/2008; messages regarding Womble Carlyle documents proposed to be produced; message regarding call to discuss case; message regarding supplemental Takigiku document production; review same; review and revise case summary analysis; message regarding same.	0.70	504.00
02/24/16	Jennifer Thomson	Attention to converted WCSR documents provided by Pictera, including Excel spreadsheet index of documents; email to/from G. Scott re: same.	1.20	312.00
02/25/16	Bridget A. Berry	Continue work on Motion for Protective Order; review correspondence from Womble; confer with K. Terribile re: discovery issues; telephone conference with client; analysis re: third-party discovery requests; review and revise Motion for Leave to File Second Amended Complaint and draft Second Amended Complaint;	2.90	1885.00
02/25/16	Kelly Craft	Preparation of index of documents produced by defendant.	2.90	797.50
02/25/16	Robert R. Kane	Attended strategy conference call with George, Bridget and Kelly.	1.50	592.50
02/25/16	Robert R. Kane	Drafted Motion for Leave to File Second Amended Complaint (0.9); included drafting Second Amended Complaint (0.7) and legal research and analysis of case law in support of our Motion for Leave to Amend under the federal and local rules (0.7).	2.30	908.50
02/25/16	Kelly A. Terribile	Phone conference B. Berry regarding discovery issues; phone conference B. Berry, R. Kane and G. Scott regarding same and strategy.	1.90	1368.00
02/25/16	Jennifer Thomson	Review WCSR documents; prepare Privilege Log re: same.	3.30	858.00
02/26/16	Kelly Craft	Prepare index of documents produced by Defendant to Plaintiff and related analysis of company records and communications with case team.	2.10	577.50
02/26/16	Jennifer Thomson	Prepare non-party subpoenas for documents to SIDIS, Bexion, Prime DP, and BioLOGIC.	0.10	26.00
02/29/16	Bridget A. Berry	Review correspondence from C. Bridgmon re: Charleston objections to Takigiku discovery and follow up; re-draft Protective Order to address various Charleston issues;	2.30	1495.00
02/29/16	Kelly Craft	Review of documents produced by Defendant Dr. Takigiku and prepare index of discovery material, related review of operative pleadings and agreements.	3.70	1017.50
02/29/16	Robert R. Kane	Legal research and analysis of federal case law re:statutory attorney's fees	1.00	395.00
02/29/16	Kelly A. Terribile	Message regarding Takigiku letter regarding Charleston Labs document production; review same.	0.30	216.00
		Total Time:	135.30	
		Total Fees:		$ 71,576.00

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
01/18/16	VENDOR: Brownstein, Lisa B. INVOICE#: 1117445202161620 DATE: 2/16/2016 Lunch; 01/18/16 - Client Lunch Meeting; Merchant: FIELD OF GREENS; Attendees: Lisa B. Brownstein, Bridget A. Berry	$	51.63
01/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160131 DATE: 1/31/2016 Criminal Conviction Search on Jan 22 2016 - Re: TAKIGIKU ,	$	1.00
01/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160131 DATE: 1/31/2016 Criminal Conviction Report on Jan 22 2016 - Re: RAY TAKIGIKU QU4382753834451178OC/08/CRB/2296.	$	1.00
01/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160131 DATE: 1/31/2016 Civil Court Search on Jan 22 2016 - Re: TAKIGIKU ,	$	2.00
01/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160131 DATE: 1/31/2016 Liens Search on Jan 22 2016 - Re: TAKIGIKU ,	$	0.25
01/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160131 DATE: 1/31/2016 Person Search on Jan 22 2016 - Re: TAKIGIKU ,	$	0.35
01/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160131 DATE: 1/31/2016 Person Search on Jan 22 2016 - Re: R TAKIGIKU ,	$	0.35
01/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160131 DATE: 1/31/2016 Flat Rate Comprehensive Report on Jan 22 2016 - Re: RAY TAKIGIKU 167655941823,	$	6.00
01/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160131 DATE: 1/31/2016 Flat Rate Comprehensive Report on Jan 22 2016 - Re: RAY K TAKIGIKU 248107081S,	$	6.00
01/24/16	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-012416 DATE: 1/24/2016 Conferencing Services Invoice Date 160119 User BAB Client Code 155480 Matter Code 010200	$	4.30
01/24/16	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-012416 DATE: 1/24/2016 Conferencing Services Invoice Date 160120 User BAB Client Code 155480 Matter Code 010200	$	11.03
02/01/16	WestlawNext Research by MACDONALD,LINDSAY.	$	29.70
02/02/16	WestlawNext Research by MACDONALD,LINDSAY.	$	89.10
02/03/16	VENDOR: JAMS - Dispute Resolution Systems INVOICE#: 0302042016 DATE: 2/3/2016 Mediation Case Management Fee	$	175.00
02/03/16	WestlawNext Research by MACDONALD,LINDSAY.	$	89.10
02/04/16	Lexis Charges; 02/04/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	34.50
02/04/16	WestlawNext Research by MACDONALD,LINDSAY.	$	29.70
02/08/16	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00021316353 DATE: 2/13/2016 Com. Next Day Air Trk. No. 1ZE0W1690192430376 - Ship date: 2/8/16 from Bridget A. Berry, Es Greenberg Traurig - West Pa to File 1750 Jams - File Ref: 155480-0102	$	8.70

02/09/16	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00021316353 DATE: 2/13/2016 Addr. Corr. Next Day A Trk. No. 1ZE0W1690192430376 - Ship date: 2/9/16 from File 1750 Jams to File 1750 Jams - File Ref: 155480-0102	$	13.00
02/16/16	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00022016338 DATE: 2/20/2016 Next Day Air Trk. No. 1ZE0W1690198392915 - Ship date: 2/16/16 from Jennifer Thomson Greenberg Traurig - West Pa to George A. Scott, Jr., Jd, M - File Ref: 155480-0102	$	10.58
02/17/16	WestlawNext Research by KANE III,ROBERT R.	$	270.00
02/18/16	WestlawNext Research by KANE III,ROBERT R.	$	109.80
02/21/16	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-022116 DATE: 2/21/2016 Conferencing Services Invoice Date 160216 User BAB Client Code 155480 Matter Code 010200	$	5.93
02/22/16	WestlawNext Research by KANE III,ROBERT R.	$	86.10
02/24/16	WestlawNext Research by KANE III,ROBERT R.	$	59.40
02/25/16	WestlawNext Research by KANE III,ROBERT R.	$	252.30
	Total Expenses:	$	1,346.82

GT GreenbergTraurig

Invoice No.: 4173985
File No. : 155480.010200
Bill Date : June 6, 2016

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through March 31, 2016:

		$	99,566.00
Less Courtesy Discount:		$	(14,934.90)
Total Fees:		$	84,631.10

Expenses:

Off-site Printing and Copying Charges	396.31		
UPS Charges	17.28		
Information and Research	810.40		
Total Expenses:		$	1,223.99
Current Invoice:		$	**85,855.09**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 34

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
03/01/16	Bridget A. Berry	Prepare for and participate in client status and strategy conference; correspond with opposing counsel relating to document production; work on discovery, including WSCR corporate record production; status of Wilson Sonsini search for patent information; analysis relating to amendment of complaint and transfer to Federal Court, application of Federal Declaratory Judgment Act, and other issues; analysis relating to protective order proposed by opposing counsel.	3.40	2210.00
03/01/16	Kelly Craft	Work on indexing of documents produced by Defendant in response to Plaintiff's Request for Production, related communications with case team.	1.80	495.00
03/01/16	Robert R. Kane	Continued legal research and analysis of federal and state case law, including Delaware statutory law re:attorney's fees; draft legal memorandum regarding same.	1.00	395.00
03/01/16	Kelly A. Terribile	Phone conference G. Scott and B. Berry regarding Takigiku counsel Feb. 15, 2016 letter and discovery.	1.50	1080.00
03/01/16	Jennifer Thomson	Review 2-25-16 letter from Defendant's counsel re: discovery responses; attend conference call with client, G. Scott.	1.80	468.00
03/02/16	Bridget A. Berry	Communications and coordination with Wilson Sonsini re: IP documents for review/possible production.	0.50	325.00
03/02/16	Kelly Craft	Attention to discovery matters and indexing of document production records, communications with J. Thomson regarding third party document requests and related analysis of various corporate entity background documents.	2.80	770.00
03/02/16	Kelly A. Terribile	Messages regarding discovery collection and issues; messages regarding capitalization table and retirement of repurchased shares and effect of same.	0.20	144.00
03/03/16	Bridget A. Berry	Analysis re: attorney's fees claim under Federal/State Declaratory Judgment Act and Delaware law; review and revise Charleston's Response to Second Request for Admissions; follow up with Wilson Sonsini re: patent-related documents requested in discovery; telephone call to and email with opposing counsel re: conferral and re: protective order.	1.30	845.00
03/03/16	Kelly Craft	Analysis of corporate documents for SIDIS, Bexion, PrimeDP and BioLOGIC, draft third party subpoenas and research of service of process addresses, draft duces tecum schedule for documents to be produced.	4.90	1347.50

03/03/16	Kelly A. Terribile	Messages regarding attorneys' fees and prevailing party provisions in Delaware; review Stock Restriction Agreement, Stockholders Agreement and indemnification and advancements provisions of bylaws regarding same; messages regarding Section 220 inspection and attorneys' fees; phone conference G. Scott regarding Ameling/SIDIS Agreement; review Heads of Agreement and Settlement Agreement between Ameling and SIDIS regarding same; message regarding response to Takigiku second request for admissions; message regarding third party discovery.	1.70	1224.00
03/03/16	Jennifer Thomson	Attention to Plaintiff's Response to Defendant's Second Request for Admissions.	0.50	130.00
03/04/16	Bridget A. Berry	Telephone conference with opposing counsel; analysis re: edits to Stipulated Protective Order	0.50	325.00
03/04/16	Bridget A. Berry	Review Bosse Redemption consent; communications with client re: discovery; continue revisions/analysis re: Protective Order; Communications with A. Bost of WCSR re: subpoena response; communication with client re: Takigiku discovery responses and motion to compel; communication with client re: Takigiku request for P. Bosse deposition.	1.40	910.00
03/04/16	Kelly Craft	Prepare third party subpoenas and related preparation of duces tecum schedules and review of documents regarding SIDIS, Bexion, PrimeDP and BioLOGIC, related communications and Secretary of State research for service addresses, work on index of documents produced by Defendant.	5.40	1485.00
03/04/16	Robert R. Kane	Attended telephone conference with Bridget Berry and opposing counsel regarding ongoing discovery matters.	0.50	197.50
03/04/16	Robert R. Kane	Final review and edits to Stipulated Protective Order. E-mail to opposing counsel with attached.	0.70	276.50
03/07/16	Bridget A. Berry	Confer with P. Hutchinson re: ESI discovery issues; participate in telephone conference with K. Terribile, P. Hutchinson, and J. Thomson re: discovery responses (1.2)	1.20	780.00
03/07/16	Bridget A. Berry	Communication with client re: discovery strategy and follow up with paralegal.	0.20	130.00
03/07/16	Kelly Craft	Preparation of multiple third-party subpoenas, related communications with Veritext Reporting for document production location coordination, continued drafting of index of document production records.	2.50	687.50
03/07/16	Phillip H. Hutchinson	Teleconference in re: location of potentially responsive electronic data	0.20	119.00
03/07/16	Phillip H. Hutchinson	Review discovery requests potentially relating to emails.	0.50	297.50

03/07/16	Kelly A. Terribile	Message regarding Takigiku response to Plaintiff's first request for production; review same; messages regarding discovery conference with Takigiku counsel; message regarding draft stipulated protective order; conference call regarding discovery issues (GT and George Scott); message regarding board consent to repurchase of P. Bosse shares and retirement of treasury shares; message regarding third party discovery.	1.30	936.00
03/07/16	Jennifer Thomson	Attend conference call with G. Scott, B. Berry, K. Terribile and P. Hutchinson re: Plaintiff's discovery responses (1.2); review documents and Excel spreadsheet from Wilson Sonsini; review documents from Womble Carlyle.	4.40	1144.00
03/08/16	Bridget A. Berry	Communications with R. Takigiku's attorneys re: Protective Order; follow up; review and analyze documents; communications with G. Scott re: documents; review and revise WCSR privilege log	3.60	2340.00
03/08/16	Kelly Craft	Continued work on document production index and revise/update multiple third party subpoenas and duces tecum schedules.	1.50	412.50
03/08/16	Phillip H. Hutchinson	Review of pertinent discovery requests.	0.50	297.50
03/08/16	Phillip H. Hutchinson	Analysis of complaint.	0.50	297.50
03/08/16	Phillip H. Hutchinson	Review discovery requests.	0.60	357.00
03/08/16	Phillip H. Hutchinson	Attention to IT architecture and potential custodians.	1.10	654.50
03/08/16	Phillip H. Hutchinson	Teleconference with G. Scott in re: discovery issues.	0.20	119.00
03/08/16	Phillip H. Hutchinson	Teleconference with S. Kilmartin and G. Scott re: ESI data collection and preservation.	0.30	178.50
03/08/16	Robert R. Kane	Numerous e-mails and telephone calls with opposing counsel regarding proposed stipulated protective order; Incorporated proposed edits offered by Wilson Sonsini related to patents; Finalized proposed stipulated protective order based on communications and agreement with opposing counsel.	3.10	1224.50
03/08/16	Kelly A. Terribile	Message regarding Wilson document production; messages regarding Charleston Labs document production; messages regarding Rutley correspondence with Schachtel counsel regarding capitalization and stock restriction agreement and analysis of same; message regarding receipt for Dr. Ray's shares; messages regarding Womble documents and production.	0.90	648.00
03/08/16	Jennifer Thomson	Attention to document production pursuant to Defendant's First Request for Production: bates-stamp and redact same; review documents provided by Wilson Sonsini and spreadsheet re: same	0.90	234.00

03/09/16	Bridget A. Berry	Review correspondence from opposing counsel re: third supplemental production; review client correspondence re: J. Ameling server in SIDIS custody; communication with opposing counsel relating to mediation and requested financial information; work with R. Kane re: Stipulated Protective Order and negotiations with opposing counsel.	1.30	845.00
03/09/16	Kelly Craft	Analysis/review of document production records and related work on discovery index.	0.80	220.00
03/09/16	Phillip H. Hutchinson	Review ESI discovery obligations based on information obtained from client.	0.50	297.50
03/09/16	Phillip H. Hutchinson	Review limited portion of email production.	0.40	238.00
03/09/16	Phillip H. Hutchinson	Review correspondence from client concerning location of ESI.	0.30	178.50
03/09/16	Robert R. Kane	Review and analysis of discovery produced to date and Takigiku's Responses and Objections to Charleston Labs First Request for Production of Documents (0.7). Legal research and analysis of Florida and federal case law, as well as local and federal rules, in support of Charleston Labs Motion to Compel documents related to SIDIS, PrimeDP and BioLogic (1.3). Conferral call with opposing counsel regarding same (0.4).	2.40	948.00
03/09/16	Jennifer Thomson	Analysis re: motion to compel	1.20	312.00
03/10/16	Bridget A. Berry	Conference call with opposing counsel (.80); analysis re: outstanding discovery issues, stipulated protective (confidentiality) order, Motion for Protective Order re: privileged and irrelevant WCSR documents, Motion to Compel against Takigiku, Motion to Leave to file Second Amended Complaint.	6.00	3900.00
03/10/16	Kelly Craft	Communications with case team regarding discovery issues and pending document production, related review of case discovery filings and records collections in preparation for plaintiff's records production.	0.90	247.50
03/10/16	Phillip H. Hutchinson	Attention to discovery protocol issues.	0.50	297.50
03/10/16	Phillip H. Hutchinson	Review correspondence from client in re: location of ESI materials.	0.40	238.00
03/10/16	Phillip H. Hutchinson	Review proposed discovery protocol agreement.	0.50	297.50
03/10/16	Robert R. Kane	Attended telephone conference with Bridget Berry and Ray Takigiku's team of lawyers regarding numerous ongoing discovery matters, stipulated protective order and mediation (0.8); follow-up e-mails with opposing counsel regarding the parties agreement with respect to the stipulated protective order and Takigiku's agreement to stay their request for patent documents (0.4).	1.20	474.00
03/10/16	Robert R. Kane	Drafted Unopposed Motion for enlargement of time for Charleston to file a discovery motion directed at Takigiku's responses and objections to Charleston's first request for production of documents (.6); telephone call and e-mails with opposing counsel seeking their agreement to same before filing (0.4).	1.00	395.00

03/10/16	Robert R. Kane	Continued drafting Charleston Lab's Motion for Protective Order and Motion to Quash Defendant's Subpoena to Womble Carlyle in accordance with further conferral of the parties to narrow the issues.	1.60	632.00
03/10/16	Kelly A. Terribile	Review Womble correspondence with Takigiku counsel regarding repurchase and settlement discussions; message regarding Takigiku supplemental document production; review same; message regarding Womble time entry narratives; review same; message regarding Alabama counsel referenced in relation to Takigiku; messages regarding draft protective order and provisions Takigiku counsel will not agree to; messages regarding production of Charleston documents.	1.20	864.00
03/10/16	Jennifer Thomson	Attention to outstanding discovery matters, status of proposed confidentiality order, Motion for Protective Order relating to Defendant's Subpoena to WCSR, Motion to Compel relating to Defendant's Response to Plaintiff's First Request for Production, Motion for Leave to Amend Complaint, and Plaintiff's document production.	5.20	1352.00
03/10/16	Jennifer Thomson	Attention to upcoming case deadlines and matters related to Plaintiff's document production.	0.30	78.00
03/11/16	Bridget A. Berry	Review privilege objections; Multiple communications with A. Bost at WCSR re: production and privilege objections; follow up re: finalizing of and filing of Agreed Protective Order; communications with client re: WCSR production and re: Agreed Protective Order; review motion for extension re: motion to compel; review and revise motion to quash and motion for protective order re: WCSR subpoena; follow up re: finalizing and filing of motions.	3.30	2145.00
03/11/16	Kelly Craft	Prepare index of documents produced by defendant in response to Plaintiff's First Request for Production of Documents, related review of discovery filings and review of key players information.	4.90	1347.50
03/11/16	Phillip H. Hutchinson	Review information relating to data network for client.	0.60	357.00
03/11/16	Robert R. Kane	Telephone all with Allison Bost at Womble regarding final edits to privilege log and production of documents (0.4). Telephone call with Charlie Bridgmon, Plaintiff's counsel, regarding Charleston Labs Unopposed Motion for Enlargement of Time to file Motion to Compel directed at Takigiku's responses and objections to first request for production of documents (0.2). E-mail to George Scott regarding Charleston Lab's Motion for Protective Order related to the subpoena to Womble (0.2).	0.80	316.00
03/14/16	Bridget A. Berry	Review Order on Motion for Extension; review Order on Motion for Protective Order; communication with client re: orders; follow up re: SIDIS discovery requests; follow up re: JAMS mediation fees and requirements.	0.80	520.00

03/14/16	Kelly Craft	Analysis of defendant's discovery collections and review of operative pleadings, continued indexing of documents produced by Dr. Takigiku.	3.90	1072.50
03/15/16	Bridget A. Berry	Draft mediation summary; review and revise motion and Second Amended Complaint.	4.50	2925.00
03/15/16	Kelly Craft	Attention to third party subpoenas and related Secretary of State research regarding corporate registered agents, prepare index of documents produced by defendant Dr. Takigiku.	3.90	1072.50
03/15/16	Robert R. Kane	Continued edits and revisions to subpoena's to Sidis Corp, Bexion, Prime DP and Biologic LLC. Finalized letter to opposing counsel regarding notice of intent to serve same.	1.60	632.00
03/16/16	Bridget A. Berry	Follow up with A. Bost re: Stockholders Agreement and Stock Restriction Agreement; follow up with A. Bost re: Signed Stipulated Protective Order; plan and prepare for mediation; review WCSR correspondence to J. Long in response to subpoena; continue work on Motion to Leave to Amend and Proposed Second Amended Complaint and confer with K. Terribile re: same; confer with opposing counsel re: search terms.	4.70	3055.00
03/16/16	Kelly Craft	Continued work on indexing of client records and discovery collections, related communications with case team.	4.30	1182.50
03/16/16	Robert R. Kane	Receipt and review of e-mail from Charlie Bridgmon seeking agreement regarding Takigiku's proposed Motion for Enlargement of Time to File a Local Rule 26.1 Discovery Motion. Response e-mail to Mr. Bridgmon regarding same.	0.40	158.00
03/16/16	Robert R. Kane	Legal research and analysis re:defendant's right to amend counterclaim in response to amended complaint; advise client of strategy.	1.30	513.50
03/16/16	Kelly A. Terribile	Messages regarding draft mediation statement and mediation; briefly review same; messages regarding mediation attendance.	0.30	216.00
03/16/16	Jennifer Thomson	Call with D. Harburger at Wilson Sonsini re: Privilege Log relating to patent documents; prepare letter to Defendant's counsel attaching non-party subpoenas to Bexion, PrimeDP, SIDIS and BioLOGIC; email to A. Bost at WCSR attaching copy of executed Stipulated Protective Order.	3.90	1014.00
03/17/16	Bridget A. Berry	Confer with opposing counsel re: ESI issues and follow up with P. Hutchinson; communication with opposing counsel re: Takigiku request for extension; receive and review Takigiku notices of intent to serve subpoenas on Series A stockholders; confer with client re: Motion for Leave to Amend and Second Amended Complaint; review and revise subpoena to SIDIS and information from client re: SIDIS stockholders and communication with client re: same.	3.50	2275.00
03/17/16	Kelly A. Terribile	Review Womble emails produced; review Delaware Chancery Court opinion regarding enforcement of contracts against parties; review and revise case analysis; review and revise mediation statement.	4.00	2880.00

03/17/16	Jennifer Thomson	Email to G. Scott attaching draft subpoena duces tecum to SIDIS Shareholders for review and comment.	0.40	104.00
03/18/16	Bridget A. Berry	Communications with client re: Second Amended Complaint; communications with K. Terribile re: Second Amended Complaint and Motion for Leave; analyze changes; receive and review Takigiku's Motion for Enlargement of Time to File Discovery Motion; review correspondence between P. Hutchinson and S. Kilmartin re: ESI discovery; receive patent document privilege log from D. Harburger at Wilson Sonsini and follow up.	2.30	1495.00
03/18/16	Kelly Craft	Analysis of multiple document production collections and review of discovery pleadings, related updating of electronic discovery files.	0.70	192.50
03/18/16	Kelly A. Terribile	Messages regarding draft motion for leave to amend; messages regarding second amended complaint; messages regarding Takigiku third party subpoenas; phone conference J. Thomson regarding second amended complaint; phone conference B. Berry and J. Thomson regarding same; review and revise second amended complaint; messages regarding same; review and revise motion for leave to amend; message regarding same; messages regarding revised motion for leave and second amended complaint.	2.00	1440.00
03/18/16	Jennifer Thomson	Prepare Plaintiff's Motion for Leave to File Second Amended Complaint and Second Amended Complaint for filing and service.	1.40	364.00
03/18/16	Lauren R. Whetstone	Review and revise second amended complaint; attention to changes from client re: second amended complaint; incorporate changes; revise motion for leave to amend complaint.	1.70	680.00
03/21/16	Bridget A. Berry	Analysis re: case status and strategy, including discovery, pleadings and motions; review Order expediting response date on Charleston motion for protective order; review Order granting Takigiku motion for extension of time; review order granting Charleston motion for leave to amend; follow up re: privilege logs; communications with client re: order; follow up with P. Hutchinson re: ESI matters, including J. Ameling server in custody of SIDIS; communications with J. Long re: conferring on ESI matters; confer with client re: status and strategy on SIDIS discovery, discovery strategy in general, and other case issues; review K. Terribile comments to draft mediation summary; analysis re: documents to be produced and confidentiality designations.	4.20	2730.00
03/21/16	Phillip H. Hutchinson	Review case timeline of events re: data collection for discovery response.	0.60	357.00
03/21/16	Phillip H. Hutchinson	Attention to allegations of 2nd Amended Complaint re: search terms responsive to discovery requests.	0.50	297.50

03/21/16	Kelly A. Terribile	Message regarding filed motion for leave to file amended complaint; messages regarding granted leave to amend; message regarding SIDIS stockholders; review and revise draft mediation statement; message regarding Wilson Sonsini documents and dispute regarding protective order; message regarding second amended complaint filed by Charleston Labs; message regarding comments to draft mediation summary; messages regarding confidentiality designation of documents.	1.00	720.00
03/21/16	Jennifer Thomson	Attention to production of documents pursuant to Defendant's Request for Production Nos. 22 and 27; prepare letter to opposing counsel re: same.	0.60	156.00
03/21/16	Jennifer Thomson	Review and revise case Timeline.	0.70	182.00
03/21/16	Jennifer Thomson	Attention to investigation of location for service of subpoenas to SIDIS Shareholders: Nigel Ferrey, Ferrey Group Holdings, Matt Ottenebrg, Kevin Xu, George Malachowski, Oleg Kitaev, Chris Kjollhede, Steve Hirschbach, Ottenberg Family Trust, Tidhar Sadeh, Margaret van Gilse, Deborah Reuscher, Mike Ferrey, Charlie LeCroix, Neil Chaudary, Sissy Wang, and Amy Xu.	0.70	182.00
03/22/16	Michael A. Ambrose	Research and analysis for address information for multiple individuals and entities	1.00	150.00
03/22/16	Bridget A. Berry	Participate in telephone conference re: ESI discovery	0.50	325.00
03/22/16	Bridget A. Berry	Communication with client re: Takigiku and counterclaim; review and analyze many email communications re: ESI discovery; communications with opposing counsel re: amended counterclaim; review and revise amended subpoenas to Bexion, Prime DP and Biologic	2.80	1820.00
03/22/16	Phillip H. Hutchinson	Teleconference with opposing counsel re: data retrieval of emails.	0.60	357.00
03/22/16	Phillip H. Hutchinson	Attention to written discovery requests.	0.50	297.50
03/22/16	Phillip H. Hutchinson	Review search terms proposed to opposing counsel re: email search	0.30	178.50
03/22/16	Phillip H. Hutchinson	Review timeline of dispute.	0.50	297.50
03/22/16	Phillip H. Hutchinson	Communicate with S. Kilmartin re: size of potential data set.	0.30	178.50
03/22/16	Phillip H. Hutchinson	Attention to data storage map for record's custodians.	0.90	535.50
03/22/16	Phillip H. Hutchinson	Review ediscovery protocols re: search terms.	0.70	416.50
03/22/16	Phillip H. Hutchinson	Review proposed search terms received from opposing counsel re: electronic search of emails.	0.60	357.00
03/22/16	Robert R. Kane	Finalized subpoena's to SIDIS Corp, Bexion, Prime DP and Biologic LLC, including narrowing the subpoenas to Bexion, PrimeDP and Biologic.	0.50	197.50
03/22/16	Robert R. Kane	Attended conference call with opposing counsel's team and GT team regarding proposed search parameters for responsive documents to Takigiku's First Request for Production.	0.50	197.50

03/23/16	Bridget A. Berry	Communication with opposing counsel and with client re: Summary of Terms and Conditions of Series B Stock Charleston Laboratories, Inc. July 30, 2009; Follow up re: S. Kilmartin progress with ESI discovery.	0.40	260.00
03/23/16	Kelly Craft	Analysis and indexing of key document production records and collections of Charleston Laboratories emails, attention to third party subpoena issues. .	4.80	1320.00
03/23/16	Phillip H. Hutchinson	Teleconference with IT expert	0.30	178.50
03/23/16	Phillip H. Hutchinson	Attention to production protocols.	0.50	297.50
03/23/16	Robert R. Kane	Attended telephone conference call with Phil Hutchinson and Shaun Kilmartin concerning e-discovery issues with Takigiku's First Request for Production of Documents.	0.40	158.00
03/23/16	Robert R. Kane	Legal research and analysis in support of Charleston's Omnibus Motion for Protective Order and Omnibus Motion to Quash Defendant's Subpoena's to Non-Party Stockholders of Charleston. Draft Charleston's Omnibus Motion for Protective Order and Omnibus Motion to Quash Defendant's Subpoena's to Non-Party Stockholders of Charleston.	2.40	948.00
03/24/16	Bridget A. Berry	Participate in telephone conference with client re: mediation	0.50	325.00
03/24/16	Bridget A. Berry	Communication with opposing counsel and with client re: Summary of Terms and Conditions of Series B Stock Charleston Laboratories, Inc. July 30, 2009; Follow up re: S. Kilmartin progress with ESI discovery; review Takigiku's Response in Opposition to Charleston's Motion for Protective Order and to Quash; analyze request from J. Long that we stipulate to allowing Charleston Answer to Amended Counterclaim to stand (in response to re-assertion of Takigiku previously filed Amended Counterclaim); review correspondence from mediator	1.80	1170.00
03/24/16	Kelly Craft	Analysis and indexing of extensive documents, correspondence and emails produced from Defendant, related review of operative pleadings and communications regarding third party subpoenas.	6.20	1705.00
03/24/16	Phillip H. Hutchinson	Communicate with client IT vendor re: status of data collection.	0.50	297.50
03/24/16	Phillip H. Hutchinson	Attention to search terms proposed by opposing counsel.	0.70	416.50
03/24/16	Phillip H. Hutchinson	Draft sunshine letter re: SIDIS preservation of evidence.	0.50	297.50
03/24/16	Robert R. Kane	E-mail to George Scott regarding Takigiku's Response to our Motion for Protective Order and Motion to Quash Defendant's Subpoena to Womble and our reply to same. E-mail to Shaun Kilmartin regarding e-mail document export from custodians Bernard, John, Paul and Ryan. E-mail to George Scott regarding Takigiku's Answer, Affirmative Defenses, and Counterclaim to Plaintiff's Second Amended Complaint.	0.40	158.00

03/24/16	Kelly A. Terribile	Messages regarding Takigiku amendment to complaint and strategy.	0.10	72.00
03/25/16	Bridget A. Berry	Communications with client re: Takigiku response to Second Amended Complaint and re: "re-stated" counterclaim; telephone call with client.	0.50	325.00
03/25/16	Phillip H. Hutchinson	Respond to correspondence from S. Kilmartin.	0.20	119.00
03/25/16	Robert R. Kane	Telephone call with Shannon Coffee and Pat Burton, assistants to magistrate Judge Barry Seltzer regarding Charleston's intent to file a Reply in Support of our Motion for Protective Order and Motion to Quash Nonparty Subpoena directed to Womble.	0.30	118.50
03/25/16	Robert R. Kane	Telephone call with George Scott and Bridget Berry regarding mediation, Defendant's Response to our MPO and Defendant's Amended Answer, Affirmative Defenses and Counterclaim.	0.40	158.00
03/25/16	Jennifer Thomson	Attention to Plaintiff's Motion for Protective Order and Motion to Quash Defendant's Subpoenas to Non-Parties and Incorporated Memorandum of Law re: (1) Jeffrey J. Sandwick; (2) William Mathers; (3) CLSPA 1, LLC; (4) CLSPA 2, LLC; and (5) Stephen Miller; review judicial instructions of Magistrate Judge Barry Seltzer and Judge James I. Cohn	3.30	858.00
03/27/16	Kelly A. Terribile	Review letter regarding third party subpoenas; review blackline of Takigiku answer and affirmative defenses to second amended complaint.	0.60	432.00
03/28/16	Bridget A. Berry	Analysis re: Takigiku notice of intent to subpoena Series A stockholders; confer with R. Kane re: Motion for Protective Order and letter to opposing counsel; review SIDIS-related documents from client; confer with client re: terms of potential settlement agreement and follow up with K. Terribile; revise mediation summary; prepare for mediation; analysis re: various deadlines.	2.70	1755.00
03/28/16	Kelly Craft	Analysis of electronic document production collections and prepare index of R. Takigiku document productions to plaintiff, related communications.	4.30	1182.50
03/28/16	Phillip H. Hutchinson	Communicate with IT vendor re: collection of data	0.20	119.00
03/28/16	Phillip H. Hutchinson	Attention to data received in response to search of custodian mailboxes.	0.90	535.50
03/28/16	Robert R. Kane	Review and analysis of Takigiku's Response in Opposition to our Motion for Protective Order and Motion to Quash regarding the Subpoena to Womble in preparation for drafting a Reply Motion to same; legal research and analysis of the case law cited by Takigiku in support.	0.70	276.50
03/28/16	Robert R. Kane	E-mails with opposing counsel, Charlie Bridgemon, regarding Takigiku's notice of intent to serve subpoena's on non-party stockholders of Charleston Labs, including good faith conferral regarding same. E-mailed draft Omnibus Motion for Protective Order and Omnibus Motion to Quash Defendant's Subpoenas to Non-Party Stockholders of Charleston to George Scott for approval.	0.40	158.00

03/28/16	Robert R. Kane	Began drafting Reply in Support of Plaintiff's Motion for Protective Order and Motion to Quash Subpoena to Plaintiff's Former Attorneys at Womble.	2.00	790.00
03/28/16	Kelly A. Terribile	Messages regarding Takigiku answer and affirmative defenses to second amended complaint; messages regarding designation of certificate of incorporation; message regarding IP language for mediation; messages regarding attendance at mediation and possible settlement terms; review and revise summary of case regarding Takigiku answer and affirmative defenses to second amended complaint.	1.90	1368.00
03/28/16	Jennifer Thomson	Attention to location searches re: subpoenas to SIDIS Shareholders; status email to G. Scott re: same.	1.70	442.00
03/29/16	Bridget A. Berry	Analysis re: ESI and indexing of data; communication with client re: same; analysis of various issues in connection with mediation position; revise mediation summary.	2.50	1625.00
03/29/16	Phillip H. Hutchinson	Communicate with IT expert re: status of document processing.	0.30	178.50
03/29/16	Phillip H. Hutchinson	Attention to refining search terms.	0.50	297.50
03/29/16	Robert R. Kane	E-mail to opposing counsel regarding Charleston's draft motion for protective order regarding Takigiku's subpoenas to non-party stockholders of Charleston and good faith conferral regarding same. Forwarded correspondence and draft Motion to George Scott.	0.30	118.50
03/29/16	Jason Temple	Per the request of Phillip Hutchinson assist in reviewing search terms to be run across client data and making adjustments to the search terms by adding wild cards and variations of the terms	0.40	80.00
03/29/16	Kelly A. Terribile	Messages regarding revised mediation statement; messages regarding Takigiku intention to subpoena Charleston stockholders; messages regarding draft motion for protective order regarding same; review revised mediation statement; messages regarding same; messages regarding Charleston production of certificate of incorporation.	1.20	864.00
03/29/16	Jennifer Thomson	Prepare letter to Defendant's counsel enclosing documents responsive to First Request for Production Nos. 22 and 27; serve same via Secure File Transfer.	0.60	156.00
03/30/16	Bridget A. Berry	Finalize mediation summary and correspond with mediator re: same; review correspondence from Wilson Sonsini re: settlement terms	0.50	325.00
03/30/16	Kelly Craft	Analysis of electronic document production files and prepare index of extensive email records produced by Defendant.	3.80	1045.00
03/30/16	Phillip H. Hutchinson	Respond to inquiry re: status of data review.	0.20	119.00
03/30/16	Robert R. Kane	Continued drafting Reply in Support of Plaintiff's Motion for Protective Order and Motion to Quash Subpoena to Plaintiff's Former Attorneys at Womble.	0.80	316.00

03/30/16	Jason Temple	Per the request of Phillip Hutchinson assist in working with Empire Discovery on possible search terms and variations of the terms to be run against client data.	0.10	20.00
03/30/16	Kelly A. Terribile	Messages regarding Takigiku claims to shares; messages regarding revised mediation summary; review and revise same; message regarding further revised mediation summary; message regarding final mediation summary.	0.40	288.00
03/31/16	Bridget A. Berry	Prepare for and participate in telephone conference with mediator; follow up conferences with client and K. Terribile	4.00	2600.00
03/31/16	Kelly Craft	Continue to prepare index of extensive Dr. Takigiku document production records.	1.80	495.00
03/31/16	Phillip H. Hutchinson	Communicate with discovery vendor re: data set review.	0.50	297.50
03/31/16	Kelly A. Terribile	Messages regarding call with mediator; review and revise summary of case; review case law regarding ambiguity construed against drafter per Takigiku claims; phone conference G. Scott and B. Berry preparing for call with mediator; phone conference mediator, G. Scott and B. Berry regarding same; review case law regarding request by mediator; review and revise case summary regarding same.	4.60	3312.00
		Total Time:	214.40	
		Total Fees:		$ 99,566.00

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
01/13/16	Search Criteria: (None); Document Type: Pacer Research Charges for January 2016	$	7.80
01/18/16	Search Criteria: (None); Document Type: Pacer Research Charges for January 2016	$	0.40
02/23/16	VENDOR: Pictera Solutions/DocuSolutions -ACH INVOICE#: 16-54682 DATE: 2/23/2016 Printing Services re: Charleston Labs v. Takigiku	$	396.31
03/03/16	WestlawNext Research by KANE III,ROBERT R.	$	118.50
03/10/16	WestlawNext Research by KANE III,ROBERT R.	$	169.20
03/11/16	WestlawNext Research by KANE III,ROBERT R.	$	56.40
03/21/16	WestlawNext Research by BERRY,BRIDGET A.	$	59.40
03/21/16	WestlawNext Research by KANE III,ROBERT R.	$	59.40
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: NIGEL M FERREY NY,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: NIGEL M FERREY 805578939,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: CHARLIE LECROIX ,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: CHARLIE LECROIX SIDIS,	$	1.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: CHARLIE LECROIX SIDIS,	$	1.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: CHARLIE D LECROIX ,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: CHARLES D LECROIX 1487031674,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: TIDHAR SADEH CO.	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: TIDHAR SADEH 2229820583,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: Matt OTTENberg ,	$	1.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: Kevin XU ,	$	1.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: George MALACHOWSKI ,	$	1.00

03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: George MALACHOWSKI ,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: GEORGE C MALACHOWSKI 1586779661,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: Oleg KITAEV ,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: OLEG V KITAEV 1404025916,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: Steve HIRSCHBACH ,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: STEVE HIRSCHBACH 152533959509,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: STEVE HIRSCHBACH 152533959509,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: Margaret VAN GILSE ,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: MARGARET M VAN GILSE 2081462916,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: MARGARET M VAN GILSE 2081462916,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: Deborah REUSCHER ,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: Deborah REUSCHER ,	$	1.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: 287-54-xxxx,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: DEBORAH C REUSCHER 2127863928,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: Mike FERREY ,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: Mike FERREY ,	$	1.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: Mike FERREY CO,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: MICHAEL G FERREY 147946615564,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: Sissy WANG ,	$	0.35

03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: SISSY WANG 1507366930,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: SISSY WANG 1507366930,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: Amy XU ,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: Amy XU ,	$	1.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: KEVIN XU CO,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: KEVIN XU OH,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: KEVIN XU KY,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: KEVIN XU OH,	$	1.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: MALACHOWSKI ,	$	1.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: George MALACHOWSKI ,	$	1.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: 522-79-xxxx,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: N CHAUDARY ,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: MATT OTTENBERG ,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: 265-51-xxxx,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: MATTHIAS J OTTENBERG 1893441182,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: MIKE FERREY ,	$	1.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Person Search on Mar 22 2016 - Re: MIKE FERREY CO,	$	0.35
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 Flat Rate Comprehensive Report on Mar 22 2016 - Re: MICHAEL G FERREY 147946615564,	$	6.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: AMY XU ,	$	1.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: AMY XU oh,	$	1.00

03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: AMY XU ky,	$	1.00
03/22/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160331 DATE: 3/31/2016 People At Work Search on Mar 22 2016 - Re: AMY XU co,	$	1.00
03/24/16	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 000032616293 DATE: 3/26/2016 Com. Next Day Air Trk. No. 1ZE0W1690198729098 - Ship date: 3/24/16 from Chris Reavis Greenberg Traurig - West Pa to Shaun Kilmartin Shaun Kilmartin - File Ref: 155480-0102	$	8.64
03/24/16	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 000032616293 DATE: 3/26/2016 Com. Next Day Air Trk. No. 1ZE0W1698496595303 - Ship date: 3/24/16 from Shaun Kilmartin to Robert R. Kane III Greenberg Traurig - West - File Ref: 155480-0102	$	-2.25
03/24/16	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 000032616293 DATE: 3/26/2016 Com. Next Day Air Trk. No. 1ZE0W1698496595303 - Ship date: 3/24/16 from Shaun Kilmartin to Robert R. Kane III Greenberg Traurig - West Pa - File Ref: 155480-0102	$	2.25
03/25/16	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 000040216370 DATE: 4/2/2016 Com. Next Day Air Trk. No. 1ZE0W1698499753716 - Ship date: 3/25/16 from Shaun Kilmartin to Chris Reavis Greenberg Traurig - West Pa - File Ref: 155480-0102	$	8.64
03/25/16	WestlawNext Research by KANE III,ROBERT R.	$	56.40
03/26/16	WestlawNext Research by KANE III,ROBERT R.	$	26.70
03/28/16	WestlawNext Research by KANE III,ROBERT R.	$	29.70
03/30/16	WestlawNext Research by KANE III,ROBERT R.	$	112.80
	Total Expenses:	$	1,223.99

GT GreenbergTraurig

Invoice No.: 4221297
File No. : 155480.010200
Bill Date : June 6, 2016

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through April 30, 2016:

	$	244,192.50
Less Courtesy Discount:	$	(36,628.87)
Total Fees:	$	207,563.63

Expenses:

Business Meals	114.09		
Mediation Fees	150.00		
Messenger/Courier Services	499.76		
Off-site Printing and Copying Charges	2,911.70		
Parking Charges	57.00		
Service Company Charges	971.89		
Subpoenas	1,142.28		
Travel and Lodging Out of Town	1,311.14		
Information and Research	2,627.75		
Total Expenses:		$	9,785.61
Current Invoice:		$	**217,349.24**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 35

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
04/01/16	Bridget A. Berry	Confer with K. Terribile and analyze case law for mediation; analyze helpful emails provided by G. Scott and general preparation for mediation; review and revise subpoenas and duces tecum list to SIDIS shareholders and letter of intent to serve subpoenas; multiple communications with client; analyze ESI search term report; review and respond to email from opposing counsel re: extension.	4.20	2730.00
04/01/16	Phillip H. Hutchinson	Review search terms report.	1.10	654.50
04/01/16	Kelly A. Terribile	Review exhibits to complaint and answer and produced documents to prepare "Key Documents" for mediation; review case law regarding mediator request; review and revise case summary regarding case law and key documents; phone conference B. Berry regarding mediator request; message regarding Womble explanation for stock restriction agreement and separate stockholders agreement; messages regarding helpful emails; review same and documents produced in discovery for same; review treatises, law review articles and practitioner guides regarding mediator request; message B. Berry regarding logistics etc. for mediation.	5.00	3600.00
04/02/16	Bridget A. Berry	Communication with G. Scott and with opposing counsel re: one week extension on SIDIS discovery; communication with Wilson Sonsini re: settlement agreement language.	0.30	195.00
04/02/16	Kelly A. Terribile	Review Delaware case law regarding mediator request for case law; revise case summary regarding same.	1.00	720.00
04/03/16	Kelly A. Terribile	Review case law, treatises and law review articles regarding mediator request for authority; revise case summary regarding same; messages regarding call to discuss mediation.	3.30	2376.00
04/04/16	Bridget A. Berry	Prepare for conference; Telephone conference with client; revise Plaintiff's Reply to Defendant's Response to Plaintiff's Motion for Protective Order and Motion to Quash Defendant's Subpoena to WCSR; analyze case law and research in response to mediator inquiry; draft mediation opening statement outline; draft Settlement Agreement.	12.30	7995.00
04/04/16	Phillip H. Hutchinson	Attention to document production issues relating to limited custodians.	0.50	297.50
04/04/16	Lindsay L. MacDonald	Conduct research regarding resolving ambiguities between Stockholder's Agreement and Stock Restriction Agreement and repurchasing of vested stock for use at mediation. Present findings to B. Berry.	5.10	1377.00

04/04/16	Kelly A. Terribile	Message regarding IP language for settlement agreement; review and revise case summary/analysis; messages regarding same and cases for submission to mediator; phone conference G. Scott and B. Berry regarding mediation strategy and possible settlement; message regarding precedent settlement agreement and press release; travel to Boca Raton; messages regarding Charleston Labs response to Takigiku motion to compel (Womble); review same; message regarding draft settlement agreement; message regarding draft outline for opening statement; message regarding comments to same.	9.60	6912.00
04/04/16	Jennifer Thomson	Prepare materials for mediation filing.	4.70	1222.00
04/04/16	Lauren R. Whetstone	Review case analysis, for research in preparation for mediation; strategy and research re: case law in Florida and Delaware state and federal courts re: conflicts or ambiguities in SRAs v. stockholder agreements, repurchases of vested shares; review and revise reply in support of motion for protective order; correspondence re: local rules for reply memoranda.	2.70	1080.00
04/05/16	Bridget A. Berry	Attend Mediation; Attend Post-Mediation strategy conference with client; meet with paralegal relating to action items.	10.00	6500.00
04/05/16	Kelly A. Terribile	Attend mediation; post-mediation call; post-mediation strategy session.	8.70	6264.00
04/05/16	Jennifer Thomson	Attend post-meeting with G. Scott, K. Terribile, and B. Berry and follow up	4.50	1170.00
04/05/16	Lauren R. Whetstone	Provide research on federal rules re: objections to third party subpoenas, notice of subpoenas.	0.30	120.00
04/06/16	Bridget A. Berry	Follow up to mediation; analysis relating to summary judgment motions; analysis relating to status of discovery and meet with paralegal re: same; review information obtained by paralegal re: Takigiku divorce; email to A. Bost re: order denying motion for protective order as moot and re: mediation and trial; email to opposing counsel relating to depositions; multiple emails to G. Scott re: status, strategy.	6.70	4355.00
04/06/16	Phillip H. Hutchinson	Review written document production requests.	0.50	297.50
04/06/16	Phillip H. Hutchinson	Review objections to written discovery re: search terms and production.	0.90	535.50
04/06/16	Phillip H. Hutchinson	Attention to electronic production	0.60	357.00
04/06/16	Maddie Pipitone	Search for court records in Hamilton County, Ohio, and contact clerk of court multiple times to obtain copies of documents on dockets	1.40	259.00
04/06/16	Kelly A. Terribile	Travel to Philadelphia from Boca Raton; messages regarding Dr. Ray criminal and divorce proceedings dockets; message regarding counter-arguments to Dr. Ray arguments regarding "vesting" of shares; messages regarding federal case law supporting Charleston arguments; message regarding depositions and timing of same and possible summary judgment motion; message regarding update on litigation for Womble.	6.60	4752.00

04/06/16	Jennifer Thomson	Online research re: R. Takigiku divorce case and criminal action in Ohio; online research re: M. Van Gilse social media.	1.30	338.00
04/07/16	Bridget A. Berry	Confer with K. Terribile re: strategy; prepare for telephone conference; telephone conference with K. Terribile and G. Scott re: discovery, production of documents, and summary judgment strategy; follow up with paralegal; confer with K. Terribile re: Stock Restriction Agreement; analysis of documents including budget prepared by Takigiku showing salary and confer with client.	2.80	1820.00
04/07/16	Phillip H. Hutchinson	Attention to document management re: document database.	0.70	416.50
04/07/16	Phillip H. Hutchinson	Attention to document production outside of email review.	0.80	476.00
04/07/16	Phillip H. Hutchinson	Review hit report re: consistency of results.	0.70	416.50
04/07/16	Jason Temple	Per the request of Jennifer Thomson assist in processing plaintiff and defendants production documents and preparing the documents to be loaded into Relativity for review.	0.40	80.00
04/07/16	Kelly A. Terribile	Phone conference B. Berry regarding discovery documents and production and strategy for expected Takigiku motion for summary judgment; messages regarding additional emails regarding Dr. Ray and Patheon; messages regarding board consents and minutes; phone conference G. Scott and B. Berry regarding discovery, deposition and summary judgment strategy; phone conference B. Berry regarding stock restriction agreement.	2.00	1440.00
04/08/16	Bridget A. Berry	Address various discovery issues, including document production to Takigiku, ESI review; analysis re: Motion to Compel re: Takigiku's Responses and Objections to Charleston's First Request for Production and confer with opposing counsel re: same; confer with opposing counsel re: depositions; draft Motion to Compel	6.40	4160.00
04/08/16	Phillip H. Hutchinson	Finalize "sunshine letter" laying out terms for electronic data search.	0.50	297.50
04/08/16	Phillip H. Hutchinson	Attention to search results by category	1.10	654.50
04/08/16	Phillip H. Hutchinson	Attention to electronic document review.	1.30	773.50
04/08/16	Kelly A. Terribile	Message regarding Florida case law (similar to Delaware); message regarding rough draft summary judgment brief; message regarding local federal court rules governing summary judgment briefing; message regarding Rule 30(b)(6) designation by Charleston; messages regarding timing of depositions of Bexion, PrimeDP, SIDIS, BioLogic, N. Ferrey and M. Van Gilse; message regarding P. Bosse and R. Takigiku depositions; messages regarding email discovery and production of additional documents; messages regarding K. Segal and budget showing "salaries"; messages regarding Landmark emails and proffered stockholders agreement; compare Landmark proffered stockholders agreement against Stockholders Agreement; messages regarding same.	0.80	576.00

04/08/16	Jennifer Thomson	Review and analysis of potential documents responsive to Defendant's First Request for Production Nos. 15, 19, 22, and 27.	4.60	1196.00
04/08/16	Lauren R. Whetstone	Research and confirm federal rules re: motions to compel, attaching discovery responses and objections; revise motion to compel discovery.	0.70	280.00
04/10/16	Jason Temple	Per the request of Jennifer Thomson assist in running quality control on defendants production documents to be loaded into Relativity for review. The bates range loaded was T000001 - T001600.	0.40	80.00
04/10/16	Kelly A. Terribile	Messages regarding motion to compel Takigiku documents; review same; message regarding stock split.	0.20	144.00
04/11/16	Bridget A. Berry	Confer with client re: Motion to Compel; Receive and analyze Motion to Strike and follow up with client; analysis relating to amendment of Rule 26 Disclosures; analysis re: discovery on SIDIS and related entities; telephone call to K. Knoll; prepare for depositions; communications with opposing counsel re: status on various issues and re: conferral on 4/12; prepare for conference call with client.	2.80	1820.00
04/11/16	Phillip H. Hutchinson	Revise Sunshine letter to opposing counsel.	0.30	178.50
04/11/16	Phillip H. Hutchinson	Attention to electronic discovery and issues relating to inclusiveness of database.	0.80	476.00
04/11/16	Robert R. Kane	Several phone conferences with Jason Temple and Empire, vendor for Relativity, in preparation for document review of Charleston Lab's e-mails; included setting up search terms, search parameters, document tags to categorize documents and overall organization of dataset to ensure consistency across the production, as well as documents to be withheld on the basis of privilege, relevancy or topic/time period agreed upon by the parties.	1.20	474.00
04/11/16	Kelly A. Terribile	Messages regarding motion to compel to Takigiku; messages regarding Bosse and Takigiku depositions; messages regarding correspondence with Takigiku counsel regarding discovery and depositions; compare Landmark draft stockholders agreement regarding executed stockholders agreement; messages regarding motion to strike; review same; message regarding strategy for response to motion to strike; messages regarding strategic items to be emphasized; message Takigiku counsel regarding objections to third party subpoenas and motion to strike; message regarding confidential information and invention assignment agreement.	2.20	1584.00

04/12/16	Bridget A. Berry	Review email from opposing counsel objecting to SIDIS (individuals) subpoenas; analysis re: potential expert relating to purpose and intent of SRA versus Stockholders Agreement; prepare for call with opposing counsel re: SIDIS discovery; conferral call with opposing counsel (.80); telephone conference with client re: discovery issues and strategy (1.0); analysis re: Charleston privileged emails in Takigiku's possession (produced in discovery); email communications with client re: SIDIS discovery and various other issues; review articles provided by client re: repurchase of vested shares; email to opposing counsel re: depositions and discovery;	3.80	2470.00
04/12/16	Phillip H. Hutchinson	Teleconference with opposing counsel re: request for production search methodology and related case deadlines.	1.00	595.00
04/12/16	Phillip H. Hutchinson	Attention to document production pursuant to agreed protocols.	0.60	357.00
04/12/16	Phillip H. Hutchinson	Attention to letter to opposing counsel re: production protocols.	0.70	416.50
04/12/16	Phillip H. Hutchinson	Teleconference with client re: meet and confer issues and motion to strike.	0.90	535.50
04/12/16	Robert R. Kane	Attended conference call with GT team and George Scott regarding ongoing discovery matters and strategy going forward.	1.00	395.00
04/12/16	Robert R. Kane	Began document review of e-mails collected from Charleston Lab's servers in accordance with parties agreed upon search terms in preparation for production of responsive documents to Takigiku's first request for production of documents.	5.00	1975.00
04/12/16	Robert R. Kane	Attended telephone conferral conference between GT team and opposing counsel regarding ongoing discovery matters including proposed search terms, depositions, non-party subpoenas, Plaintiff's motion to strike and motion to compel.	0.70	276.50
04/12/16	Robert R. Kane	Began drafting Charleston's First Request for Admissions and First Set of Interrogatories to Ray Takigiku.	1.30	513.50
04/12/16	Justin E. Mann	Research regarding officer resignation.	1.10	451.00
04/12/16	Jason Temple	Per the request of Robert Kane assist in working with Empire Discovery to run updated searches in Relativity, create custom review forms, and batch out documents for review.	0.40	80.00

04/12/16	Kelly A. Terribile	Message regarding Landmark documents in relativity; message regarding J. Ameling settlement agreement; message regarding Draugelis-Ameling emails regarding settlement; message regarding Takigiku email regarding review of SRA and Stockholders Agreement; message regarding Rule 26 disclosure notes; message regarding CIIA agreement and Takigiku arguments; message regarding Takigiku objections to SIDIS and affiliates subpoenas; review CIIA agreement and consider Takigiku breaches; message regarding same and possible unclean hands defense; messages regarding tax law review article and practice articles regarding vested v. unvested shares; phone conference client and GT regarding discovery items and response to revised counterclaims; review and revise case analysis per mediation, subsequent discussions and recently circulated emails; review Patheon emails; message regarding same and "Summary Series B" referenced in Takigiku affirmative defense; meeting J. Mann regarding Delaware case law regarding resignation of officers.	4.70	3384.00
04/12/16	Jennifer Thomson	Revise Non-Party Subpoenas for Deposition Duces Tecum to C. LeCroix, D. Reuscher, G. Malachowski, M. Van Gilse, M. Ottenberg, M. Ferrey, N. Ferrey, O. Kitaev, S. Wang, S. Hirschbach, T. Sadeh, Bexion, BioLogic, PrimeDP, and SIDIS; attention to witness fee/mileage calculation re: same;	2.80	728.00
04/13/16	Bridget A. Berry	Email communications with client re: Takigiku late/insufficient Fair Value challenge; follow up with opposing counsel and client re: depositions; follow up re: SIDIS discovery; review draft interrogatories and requests for admission.	1.00	650.00
04/13/16	Robert R. Kane	Began drafting Motion to Strike Takigiku's affirmative defenses to the second amended complaint.	1.00	395.00
04/13/16	Robert R. Kane	Legal research and analysis of Federal case law in the Southern District of Florida and 11th Circuit in preparation for providing legal support in Charleston's Motion to Strike Takigiku's affirmative defenses to the second amended complaint on the basis that they are not factually sufficient or legally cognizable affirmative defenses.	2.50	987.50
04/13/16	Justin E. Mann	Research and review case law and secondary materials on officer and director resignation. Discussion with K. Terribile.	3.20	1312.00

04/13/16	Kelly A. Terribile	Messages regarding Charleston Labs EIN; phone conference B. Berry regarding review of emails and possible securities violations claims; message regarding Charleston Labs privileged email produced by Takigiku; messages regarding results of conferral with Takigiku's counsel on discovery issues; message regarding timing of depositions; messages regarding confidential information descriptions; messages regarding Bosse deposition and subpoena; message regarding C or S corporation status of Charleston Labs.	1.00	720.00
04/13/16	Jennifer Thomson	Attention to Subpoenas and Notices of Deposition, including calculation of witness fees and mileage pursuant to Federal Rules of Civil Procedure and service of same, to: Steve Hirschbach, Matthias J. Ottenberg, and Sissy Ling-Yiu Wang.	3.20	832.00
04/13/16	Lauren R. Whetstone	Strategy session re: upcoming motions and issues	1.70	680.00
04/14/16	Bridget A. Berry	Analysis re: discovery and subpoenas on SIDIS and related entities and individuals; prepare for depositions; conference call with client and emails with client re: various strategy issues and discovery issues; analysis re: supplemental discovery responses and email review; analysis re: securities violations and report to client; confer with Wilson Sonsini re: CHAA.	3.80	2470.00
04/14/16	Phillip H. Hutchinson	Attention to review of email documents and record discrepancies	0.80	476.00
04/14/16	Robert R. Kane	Continued document review of e-mails collected from Charleston Lab's servers.	9.00	3555.00
04/14/16	Robert R. Kane	Final review and analysis of subpoenas to Nigel Ferrey, Charles LeCroix, Deborah Reuscher, Bexion, Ray Takigiku, Biologic, Margaret Van Gilse, Prime DP, SIDIS, Olg Kitaev, George Casimir, Tidhar Sadeh and Michael Ferrey before issuing same and filing notice of taking deposition.	0.50	197.50
04/14/16	Jennifer Thomson	Attention to Subpoenas and Notices of Deposition, including calculation of witness fees and mileage pursuant to Federal Rules of Civil Procedure and service of same, to: George Casimir Malachowski, Tidhar Sadeh, Michael George Ferrey, SIDIS Records Custodian, Oleg V. Kitaev, Nigel M. Ferrey, Charles D. LeCroix, Deborah Reuscher, Prime DP Records Custodian, Margaret M. Van Gilse, Bexion Records Custodian, and BioLogic Records Custodian.	6.90	1794.00
04/14/16	Lauren R. Whetstone	Attention to subpoenas; attention to correspondence with client re: securities claims and standing.	0.40	160.00

04/15/16	Bridget A. Berry	Email communications with client re: depositions; follow up re: SIDIS discovery; work on answer and affirmative defenses to counterclaim; multiple communications with client and with opposing counsel re: depositions; analysis re: Rule 26 disclosures and potential obligations re: supplementing disclosures; confer with Wilson Sonsini re: CIAA; analysis of exhibits for deposition; review Takigiku "reply" and discuss with R. Kane; receive and review Takigiku Motion to Compel; analysis re: videotaping deposition; analysis re: document request for Board Minutes; analysis re: securities issues.	3.70	2405.00
04/15/16	Phillip H. Hutchinson	Review motion to compel	0.60	357.00
04/15/16	Phillip H. Hutchinson	Attention to production protocol re: communications for Takigiku	0.80	476.00
04/15/16	Phillip H. Hutchinson	Analysis of potential arguments raised related to eDiscovery protocol	0.60	357.00
04/15/16	Robert R. Kane	Continued document review of e-mails collected from Charleston Lab's servers in accordance with parties agreed upon search terms in preparation for production of responsive documents to Takigiku's first request for production of documents.	5.00	1975.00
04/15/16	Kelly A. Terribile	Messages regarding notices of Takigiku, N. Ferrey and SIDIS and affiliates subpoenas; messages regarding CIIA Agreement and production of same; messages regarding 10b-5 claims analysis; messages regarding scheduling of Bosse & Takigiku depositions; message regarding affirmative defenses to Takigiku claims; message regarding Takigiku motion to compel.	0.60	432.00
04/15/16	Jennifer Thomson	Prepare Re-Notice of Deposition of Defendant/Counter-Plaintiff, Ray Takigiku.	0.50	130.00
04/15/16	Jennifer Thomson	Attention to review of potential documents responsive to Defendant's First Request for Production Nos. 15, 19, 22, and 27.	3.70	962.00
04/15/16	Lauren R. Whetstone	Correspondence re: draft Motion to Strike Takigiku's affirmative defenses; attention to correspondence re: setting depositions; correspondence re: all deadlines and chart.	0.50	200.00
04/16/16	Bridget A. Berry	Analysis re: financial statement; confer with R. Kane re: document review.	0.50	325.00
04/16/16	Robert R. Kane	Continued document review of e-mails collected from Charleston Lab's servers.	7.00	2765.00
04/16/16	Lauren R. Whetstone	Attention to key emails from email review.	0.30	120.00
04/17/16	Bridget A. Berry	Analysis of issues; Draft answer and affirmative defenses to Counterclaim to Second Amended Complaint; communications with client re: same and re: R. Kane review of documents; confer with R. Kane re: status on discovery and other matters.	3.80	2470.00
04/17/16	Robert R. Kane	Continued document review of e-mails collected from Charleston Lab's servers.	7.00	2765.00
04/17/16	Lauren R. Whetstone	Review and revise draft motion to strike Defendant's affirmative defenses; attention to correspondence re: draft answer and affirmative defenses to counterclaim; review and analyze key documents found in email review.	1.20	480.00

04/18/16	Bridget A. Berry	Analysis of discovery and privilege issues and communication with client re: same; communications with opposing counsel, analysis and communication with client re: deposition location; analysis re: various documents identified in ESI review; confer with client re: same; confer with K. Terribile and G. Scott re: answer and affirmative defenses to counterclaim; revise and finalize answer and affirmative defenses to counterclaim; multiple communications and strategy analysis relating to SIDIS discovery; prepare for depositions; review Takigiku response in opposition to motion to compel; review motion to strike Takigiku affirmative defenses and attention to conferral obligation and request for extension; analysis re: pretrial deadlines;	9.80	6370.00
04/18/16	Kelly Craft	Analysis of discovery documents, prepare index of extensive documents produced by Defendant to Plaintiff.	3.90	1072.50
04/18/16	Robert R. Kane	Continued document review of e-mails collected from Charleston Lab's servers.	6.50	2567.50
04/18/16	Robert R. Kane	Telephone call and follow-up e-mail with Charlie Bridgemon, counsel for Takigiku, regarding Charleston's Motion to Strike Defendant's Affirmative Defenses and supplemental conferral regarding same.	0.30	118.50
04/18/16	Kelly A. Terribile	Message regarding valuation of company on Series B; messages regarding draft 2010 financials from accountant; messages regarding answer and affirmative defenses to Takigiku counterclaims; messages regarding site of P. Bosse deposition; message regarding discovery documents; phone conference B. Berry and G. Scott regarding discovery issues, motion to strike affirmative defenses and draft answer and affirmative defenses to Takigiku counterclaims; review case law regarding "excused performance"; review and revise draft answer and affirmative defenses to Takigiku counterclaims; messages regarding Delaware case law supporting termination of Takigiku's status as stockholder upon "tender" of fair value; message regarding G. Scott comments to affirmative defenses; message regarding N. Ferrey deposition; message regarding revised answer and affirmative defenses to Takigiku counterclaims; review "excuse" of performance case law; review and revise revised answer and affirmative defenses regarding same; message regarding same; messages regarding Takigiku response in opposition to Charleston motion to compel; review same; review and revise case summary regarding same; message regarding draft valuation report for Charleston 2011; messages regarding revised answer and affirmative defenses; review and revise same.	6.50	4680.00

04/18/16	Jennifer Thomson	Review January 27, 2016 Scheduling Order and other pertinent Court-related deadlines; prepare Memo re: Summary of Trial Calendar.	3.00	780.00
04/18/16	Jennifer Thomson	Attention to status of subpoena re: Deborah Reuscher.	0.60	156.00
04/18/16	Lauren R. Whetstone	Research and correspondence re: location for deposition of corporate representative; correspondence re: same; attention to key emails from email review; correspondence re: status of email review.	0.50	200.00
04/18/16	Lauren R. Whetstone	Review and revise motion to strike affirmative defenses of defendant.	0.60	240.00
04/19/16	Bridget A. Berry	Analysis of documents; follow up re: discovery.	1.40	910.00
04/19/16	Kelly Craft	Prepare index of Defendant's document production records and related analysis of industry records and supporting exhibits.	2.70	742.50
04/19/16	Phillip H. Hutchinson	Teleconference with Plaintiff's counsel re: document production.	0.20	119.00
04/19/16	Phillip H. Hutchinson	Call with client re: case status and strategy.	0.30	178.50
04/19/16	Robert R. Kane	Attended conference call with Bridget Berry and George Scott regarding ESI discovery and the stock redemption agreement.	0.40	158.00
04/19/16	Robert R. Kane	Worked with vendor and Jason Temple to run searches on the dataset to collect and separate all responsive documents, as well as to convert into Tiff format in preparation for production (1.0); continued review of documents determined to be responsive to Takigiku's first request for production of documents and not to be withheld on the basis of an objection or privilege in preparation for sending documents to client for review before production of same (5.0); Additional data search and review of ESI to locate all documents related to 2010 financials from accountant to advise client in preparation for deposition of Paul Bosse and overall case strategy (0.6).	5.60	2212.00
04/19/16	Robert R. Kane	Preparation for and conferral with opposing counsel regarding Charleston's Motion to Strike Takigiku's affirmative defenses.	0.50	197.50
04/19/16	Jason Temple	Work with Robert Kane to run searches in Relativity and tag documents for review. The searches were saved and setup for Responsive documents, further review documents, and privilege documents.	0.30	60.00
04/19/16	Jason Temple	Per the request of Robert Kane assist in working with Empire Discovery to convert documents to images for redaction and production, load additional documents into Relativity for review, and create custom fields and tags for review.	0.30	60.00

04/19/16	Kelly A. Terribile	Message regarding filed answer and affirmative defenses to Takigiku counterclaim; messages regarding notice of P. Bosse deposition; messages regarding March 2011 stock option discussion; review same and draft valuation reports and 2010 financials and revise summary case analysis; message regarding draft 2010 financials; message regarding draft motion to strike and deadline for filing of same; message regarding comments to draft motion to strike; message regarding Takigiku third request for admissions; message regarding scheduling memo; message regarding stock certificate references to stock restriction agreement and stockholders agreement; message regarding letter to stockholders 2010; messages regarding valuation.	1.10	792.00
04/19/16	Jennifer Thomson	Prepare Amended Subpoena to Testify at a Deposition and Notice of Deposition of Nigel Ferrey, changing location to New York City; provide same to process server for service.	1.40	364.00
04/19/16	Jennifer Thomson	Prepare Plaintiff's Second Re-Notice of Taking Deposition of Defendant, Raymond Takigiku.	0.50	130.00
04/19/16	Jennifer Thomson	Attention to alternate service locations for Ray Takigiku, as Registered Agent for PrimeDP, LLC, and Margaret Van Gilse.	1.20	312.00
04/19/16	Lauren R. Whetstone	Strategy and correspondence re: motion to strike affirmative defenses.	0.20	80.00
04/20/16	Bridget A. Berry	Review email from A. Bost re: D. Baddour; status and strategy analysis re: ESI document production and confer with client and K. Terribile re: same; review and revise draft Motion to Strike Takigiku's affirmative defenses and confer with client re: same; prepare for meeting with P. Bosse in preparation for deposition;	3.60	2340.00
04/20/16	Kelly Craft	Work on indexing of R. Takigiku document production files and related review of discovery materials.	3.40	935.00
04/20/16	Phillip H. Hutchinson	Attention to responsive documents from document review.	0.50	297.50
04/20/16	Phillip H. Hutchinson	Attention to ESI protocol issues.	0.60	357.00
04/20/16	Robert R. Kane	Second level review of ESI marked for further review to identify responsive, non-privileged, non-objectionable documents to be produced to Takigiku in response to his first request for production and the parties agreed upon search terms; including working with the vendor and Jason Temple upon completing review to search, compile and tiff the documents in preparation for export and production; addressed redaction issue with vendor; E-mail to client via secure file transfer of all responsive, non-objectionable, non-privileged documents identified in second level review.	5.50	2172.50
04/20/16	Jason Temple	Per the request of Robert Kane assist in running searches in Relativity and exporting documents from the search results for the client to review.	0.40	80.00

04/20/16	Jason Temple	Per the request of Jennifer Thomson assist in exporting all Defendants Production documents from Relativity and transferring them to PicTerra for printing and an offline review.	0.60	120.00
04/20/16	Kelly A. Terribile	Messages regarding deposition locations; messages regarding review of document production and timing of same.	0.10	72.00
04/20/16	Jennifer Thomson	Attention to status of service of process re: Records Custodian of SIDIS.	0.20	52.00
04/20/16	Jennifer Thomson	Prepare documents and materials for meeting with client in preparation for deposition.	7.30	1898.00
04/20/16	Lauren R. Whetstone	Draft agreed motion for extension of time to file motion to strike affirmative defenses; draft agreed order; revise motion to strike affirmative defenses; attention to correspondence re: motion to compel filed by defendant; attention to correspondence re: production of documents.	1.00	400.00
04/21/16	Bridget A. Berry	Review and revise First Set of Interrogatories; multiple communications and analysis relating to ESI production.	3.00	1950.00
04/21/16	Kelly Craft	Work on analysis and indexing of R. Takigiku production records.	0.50	137.50
04/21/16	Phillip H. Hutchinson	Attention to production format of attached spreadsheets.	0.50	297.50
04/21/16	Phillip H. Hutchinson	Review client correspondence.	0.30	178.50
04/21/16	Phillip H. Hutchinson	Attention to eDiscovery format.	0.60	357.00
04/21/16	Robert R. Kane	E-mails with George Scott regarding ESI document production, including production of excel spreadsheets in PDF format (0.3); E-mails and conference call with Kelly Terribile regarding ESI documents identified as responsive, non-privileged and non-objectionable before production of same (0.3); finalized document production with Jason Temple and vendor prior to export, bates-labeling and marking confidential (0.6).	1.20	474.00
04/21/16	Jason Temple	Per the request of Robert Kane assist in working with Empire Discovery to run searches in Relativity and export documents tagged Responsive on the Second level review. The documents were exported to PDF files for review by the client.	0.60	120.00
04/21/16	Jason Temple	Per the request of Robert Kane assist in running searches in Relativity and tagging documents for review. The searches were run against the date range documents that did not hit on a specific pre-culling search term	0.20	40.00
04/21/16	Jason Temple	Per the request of Robert Kane assist in running searches in Relativity to isolate and tag documents to be produced. The production set and specs were sent to Empire Discovery for processing and bates stamping the images. The production will be delivered in PDF files for review.	0.70	140.00

04/21/16	Jason Temple	Per the request of Robert Kane assist in working with Empire Discovery to look over a redacted PDF file that was received from the client and did not display in Relativity. The issue was the redaction was not burned into the PDF and was only an overlay so the contents behind the redaction were visible.	0.30	60.00
04/21/16	Kelly A. Terribile	Message regarding D. Baddaur availability; message regarding filed motion to strike Takigiku affirmative defenses; message regarding extension of time for filing of motion to strike; messages regarding review of documents for production today; review documents for production; messages regarding same; messages regarding documents for production tomorrow; phone conference R. Kane regarding documents for production today; review proposed documents for production tomorrow; messages regarding same.	2.40	1728.00
04/22/16	Bridget A. Berry	Analysis re: discovery/document production; drafting and review of Requests for Admissions, Interrogatories, Reply to Response to Motion to Compel; confer with client re:third party subpoenas; prepare for pre-deposition meeting with client.	5.40	3510.00
04/22/16	Phillip H. Hutchinson	Review production protocols relating to email production.	1.10	654.50
04/22/16	Phillip H. Hutchinson	Attention to individual documents relating to eDiscovery production.	0.80	476.00
04/22/16	Phillip H. Hutchinson	Attention to communication with opposing counsel.	0.40	238.00
04/22/16	Robert R. Kane	Drafted e-mail to George Scott updating him regarding the status of the LSI document review and recommendations.	0.40	158.00
04/22/16	Robert R. Kane	Review of final document production of 118 documents totaling 776 pages in PDF format to confirm consistency, proper formatting and labeling in preparation for production to opposing counsel; e-mail to George Scott confirming same; e-mail to opposing counsel via secure file transfer.	1.50	592.50
04/22/16	Robert R. Kane	E-mails with George Scott regarding Charleston's Reply in support of its Motion to Compel.	0.20	79.00
04/22/16	Robert R. Kane	Began review and analysis of remaining e-mails not collected in the search terms agreed upon by the parties to look for documents which were sent by or received by Ray Takigiku in preparation for the deposition of Paul Bosse and to determine overall case impact.	5.00	1975.00
04/22/16	Robert R. Kane	E-mailed Plaintiff's first request for admissions to Defendant.	0.20	79.00
04/22/16	Jason Temple	Per the request of Robert Kane assist in working with Empire Discovery to process an electronic production, run quality control on the production, and deliver the production to the legal team for review.	0.80	160.00

04/22/16	Jason Temple	Per the request of Robert Kane assist in running searches in Relativity for all privilege responsive documents. The documents were tagged and exported to PDF files for an offline review.	0.40	80.00
04/22/16	Kelly A. Terribile	Message regarding draft reply to Takigiku opposition to motion to compel; review and revise same; message regarding revised reply; messages regarding draft interrogatories and comments to same; review and revise same; message regarding subpoenas to Charleston stockholders; messages regarding documents to be produced and withheld on privilege grounds; message regarding services of interrogatories; message regarding revised reply to Takigiku opposition to motion to compel; review and revise same; message regarding same; review and revise case summary regarding production of additional documents; messages regarding draft requests for admission; review and revise same; messages regarding same; messages regarding reply; phone conference B. Berry regarding same; review recent Delaware Chancery Court opinion construing restricted stock units and vesting provisions; review internal revenue code case law regarding vesting of restricted stock.	6.20	4464.00
04/22/16	Lauren R. Whetstone	Review and revise reply in support of motion to compel documents from Defendant; answer questions re: federal rules for filing deadlines and interrogatories.	0.60	240.00
04/23/16	Robert R. Kane	Continued review and analysis of remaining e-mails not collected in the search terms agreed upon by the parties to look for hot documents which were sent by or received by Ray Takigiku in preparation for the deposition of Paul Bosse and to determine overall case impact.	4.00	1580.00
04/24/16	Bridget A. Berry	Prepare for P. Bosse deposition; Begin drafting Motion for Protective Order relating to subpoenas on stockholders.	5.00	3250.00
04/24/16	Robert R. Kane	Continued review and analysis of remaining e-mails not collected in the search terms agreed upon by the parties for documents which were sent by or received by Ray Takigiku in preparation for the deposition of Paul Bosse.	3.00	1185.00
04/24/16	Lauren R. Whetstone	Discuss with B. Berry backdrop and general arguments against Takigiku's motion to compel documents; review previously filed motions and responses involving corporate records of Charleston; draft response in opposition to Takigiku's motion to compel documents.	4.40	1760.00
04/25/16	Bridget A. Berry	Draft Motion for Protective Order; Prepare for P. Bosse deposition; analysis re: discovery issues; review and revise Response to Motion to compel.	12.50	8125.00
04/25/16	Phillip H. Hutchinson	Edit opposition to motion to compel.	0.60	357.00

04/25/16	Robert R. Kane	Compilation of important documents and communications produced in discovery, as well as documents withheld on the basis of privilege or an objection in preparation for pre-deposition conference with George Scott and Paul Bosse; conference with Bridget Berry and George Scott regarding production of valuation documents post-March 2010.	4.00	1580.00
04/25/16	Robert R. Kane	Attended pre-deposition conference with George Scott, Paul Bosse and Bridget Berry.	3.50	1382.50
04/25/16	Robert R. Kane	Finalized review of ESI not collected in the search terms for documents which were sent by or received by Ray Takigiku in preparation for the deposition of Paul Bosse.	2.00	790.00
04/25/16	Kelly A. Terribile	Phone message B. Berry regarding current case summary/analysis; review and revise same; message regarding current draft case summary/analysis; messages regarding Prime DP discussion emails; message regarding draft response in opposition to Takigiku motion to compel; review and revise same; message regarding comments to same; compare Landmark proffered draft stockholders agreement against execution copy; message regarding same; review and revise case summary regarding Takigiku motion to compel and Landmark comparison; review case law regarding restricted stock agreements and repurchase; messages regarding stock restriction agreements.	4.10	2952.00
04/25/16	Jennifer Thomson	Attention to supplemental documents produced by Plaintiff in response to Defendant's First Request for Production.	0.50	130.00
04/25/16	Jennifer Thomson	Prepare email to Stephen Miller re: service of subpoena to produce documents from Defendant, Ray Takigiku.	0.40	104.00
04/25/16	Jennifer Thomson	Attention to additional emails for possible production to Defendant.	6.70	1742.00
04/25/16	Lauren R. Whetstone	Revise and finalize response to motion to compel; strategy re: motion for protective order re: corporate rep deposition; finalize response to motion to compel; meeting with clients for deposition preparation.	2.40	960.00
04/26/16	Bridget A. Berry	Prepare for P. Bosse deposition; analysis relating to ESI discovery; multiple communications with G. Scott; telephone call from/to T. Hornbach of Thompson Hine re: depositions.	7.00	4550.00
04/26/16	Phillip H. Hutchinson	Teleconference with S. Kilmartin re: data collection for shared drive.	0.30	178.50
04/26/16	Phillip H. Hutchinson	Attention to issues of imaging hard drive.	0.50	297.50
04/26/16	Phillip H. Hutchinson	Attention to strategy re: supplemental production.	0.80	476.00
04/26/16	Robert R. Kane	Preparation for and attended pre-deposition conference with George Scott, Paul Bosse and Bridget Berry.	5.50	2172.50

04/26/16	Robert R. Kane	Conference call with Jason Temple regarding ESI dataset and production; searched dataset of ESI documents uploaded from Charleston's servers to cross-reference documents provided by client; Included running duplicate searches with the vendor and Jason Temple across the entire dataset; Review and analysis of search result to advise client of same.	0.50	197.50
04/26/16	Kelly A. Terribile	Message regarding production of board minutes; revise key documents regarding same; revise case summary/analysis regarding same.	0.70	504.00
04/26/16	Jennifer Thomson	Attention to supplemental documents produced by Plaintiff in response to Defendant's First Request for Production.	0.50	130.00
04/26/16	Jennifer Thomson	Additional Google and online searches re: Nigel Ferrey location and speaking engagements.	0.80	208.00
04/26/16	Jennifer Thomson	Prepare materials for B. Berry attendance at deposition of P. Bosse.	4.70	1222.00
04/26/16	Lauren R. Whetstone	Strategy re: deposition prep for corporate representative; prepare Paul Bosse for deposition; correspondence and phone call with J. Thomson re: production of documents to defendant's counsel.	2.40	960.00
04/27/16	Bridget A. Berry	Prepare for deposition of P. Bosse; attend deposition of P. Bosse; analysis re: S. Miller subpoena and motion for protective order; analysis re: ESI and assistance from S. Kilmartin; confer with K. Terribile re: deposition, status and strategy and follow up with client.	9.00	5850.00
04/27/16	Kelly Craft	Analysis and indexing of extensive email records and key documents and related communications with case team.	4.10	1127.50
04/27/16	Robert R. Kane	Attended deposition of Paul Bosse.	8.00	3160.00
04/27/16	Kelly A. Terribile	Messages regarding P. Bosse deposition; messages regarding notice required for board meetings; phone conference B. Berry regarding summary of P. Bosse deposition; message regarding call to discuss strategy given questions at P. Bosse deposition.	1.00	720.00
04/27/16	Jennifer Thomson	Review Stipulated Protective Order relating to designation of deposition transcripts as "confidential." Report same to case team.	0.60	156.00
04/27/16	Lauren R. Whetstone	Draft motion for protective order as to deposition of G. Paul Bosse, II; correspondence re: status of deposition.	0.80	320.00
04/28/16	Bridget A. Berry	Conference call with client re: depositions and strategy; review and revise Draft Response to Takigiku's Motion to Strike; multiple communications and follow up re: SIDIS discovery and service of process; telephone call with T. Hembach re: SIDIS discovery; communications with J. Long re: SIDIS discovery; follow up re: Protective Order and subpoenas; follow up re: new ESI location; plan and prepare for R. Takigiku deposition.	4.70	3055.00

04/28/16	Kelly Craft	Work on document production index and analysis of extensive R. Takigiku correspondence and emails in preparation for Defendant's deposition, related review of electronic discovery files and document production key records.	2.60	715.00
04/28/16	Phillip H. Hutchinson	Plan to obtain and review eDiscovery for deposition.	1.40	833.00
04/28/16	Phillip H. Hutchinson	Teleconference with client re: strategy post deposition.	0.50	297.50
04/28/16	Phillip H. Hutchinson	Communicate with IT vendor re: data collection.	0.40	238.00
04/28/16	Phillip H. Hutchinson	Attention to supplemental document production issues and preservation	1.10	654.50
04/28/16	Phillip H. Hutchinson	Attention to ESI vendor contract and necessary edits.	0.70	416.50
04/28/16	Robert R. Kane	Attended conference call with George Scott and GT team regarding overall strategy following the deposition of Paul Bosse.	0.70	276.50
04/28/16	Robert R. Kane	Legal research and analysis of case law to support Charleston's Response in Opposition to Takigiku's Motion to Strike Allegations in the Complaint related to Takigiku's "for cause" termination.	1.10	434.50
04/28/16	Robert R. Kane	Telephone call and e-mails with Sean Kilmartin regarding ESI discovery.	0.40	158.00
04/28/16	Jason Temple	Per the request of Phil Hutchinson assist in working with The Berkeley Group to gather a quote, available times for a forensic collection, and prepare a Confidentiality agreement to be signed by the client for a forensic collection of a laptop. The collection was to be for preservation purposes.	0.40	80.00
04/28/16	Kelly A. Terribile	Messages regarding call to discuss strategy; phone conference GT team and G. Scott regarding depositions and strategy; messages regarding transcript of Bosse deposition; message regarding Takigiku motion to strike; message regarding Charleston Lab's response; review and revise same; message regarding revised response to Takigiku motion to strike; phone conference B. Berry regarding response to Takigiku motion to strike; messages regarding revised response to motion to strike; review same.	3.60	2592.00
04/28/16	Jennifer Thomson	Attention to materials in preparation for upcoming deposition of Defendant, Ray Takigiku.	5.30	1378.00
04/28/16	Jennifer Thomson	Email to Process Server re: status of service on Oleg V. Kitaev, SIDIS RC, c/o Nigel M. Ferrey, George Casimir Malachowski, Tidhar Sadeh, and Michael George Ferrey.	0.40	104.00
04/28/16	Lauren R. Whetstone	Conference call with team and client G. Scott deposition of P. Bosse and follow up items, next items to address; review and revise response in opposition to defendant's motion to strike allegations in complaint.	2.00	800.00

04/29/16	Bridget A. Berry	Multiple communications and follow up re: ESI from additional location; status and strategy analysis; prepare for R. Takigiku deposition; conference call with client re: deposition strategy; analyze Defendant's Reply to Plaintiff's Response to Defendant's Motion to Compel and analysis re: sur-reply; analyze Order granting in part and denying in part without prejudice Plaintiff's Motion to Compel; review correspondence from T. Hornbach re: N. Ferrey and Motion to Quash; review Motion to Quash; follow up.	6.50	4225.00
04/29/16	Kelly Craft	Attention to document production chart and indexing of extensive R. Takigiku documents and correspondence in preparation for Defendant's deposition, related review of electronic discovery files and key document production records.	3.90	1072.50
04/29/16	Phillip H. Hutchinson	Review standard vendor contract with data collection vendor re: client request for additional contractual protections.	0.80	476.00
04/29/16	Phillip H. Hutchinson	Communicate with client's IT vendor re: data retrieval	0.50	297.50
04/29/16	Phillip H. Hutchinson	Attention to issues re: data retrieval	0.80	476.00
04/29/16	Phillip H. Hutchinson	Attention to issues re: transmittal of data to vendor for data searches.	0.80	476.00
04/29/16	Phillip H. Hutchinson	Attention to size and nature of new data production.	0.80	476.00
04/29/16	Phillip H. Hutchinson	Attention to nature of supplemental production and issues in re: needed review of 11,000 documents.	1.30	773.50
04/29/16	Robert R. Kane	Attended interoffice conference with Bridget Berry (0.5) and GT team conference with George Scott (0.5) regarding strategy and topics for the deposition of Ray Takigiku on May 3, 2016.	1.00	395.00
04/29/16	Robert R. Kane	Began outline for deposition Ray Takigiku; included review and analysis of all pleadings, motions and discovery produced to date, as well as information provided by Client regarding SIDIS.	6.00	2370.00
04/29/16	Jason Temple	Per the request of Phillip Hutchinson assist in preparing documents to be delivered to Empire Discovery for the searching, processing, and loading into Relativity. The documents loaded were the Paul Bosse emails.	0.70	140.00

04/29/16	Kelly A. Terribile	Messages regarding additional electronic discovery; message regarding final opposition to Takigiku motion to strike; messages regarding exception to company attorney client privilege; review recent Delaware case law regarding same; messages regarding Takigiku deposition outline; review same; phone conference regarding Takigiku deposition strategy; messages regarding Takigiku resume; review documents recently produced and update case summary regarding same; update case summary regarding recent discussions and P. Bosse deposition; message regarding updated case summary; messages regarding ruling on Charleston Labs motion to compel; message regarding motion to quash LeCroix deposition; message regarding letter from Takigiku's counsel regarding discovery into his termination; message regarding Ferrey deposition.	3.60	2592.00
04/29/16	Jennifer Thomson	Attention to Index of R. Kane Materials in preparation for deposition of Defendant, Ray Takigiku.	4.40	1144.00
04/29/16	Jennifer Thomson	Review Index of Documents Produced by Defendant in Response to Plaintiff's First Request for Production.	1.20	312.00
04/30/16	Bridget A. Berry	Preparation for deposition of R. Takigiku, including review of updated case analysis from K. Terribile and review/revision of deposition outline	3.50	2275.00
04/30/16	Robert R. Kane	Continued preparation and outline for deposition of Ray Takigiku.	7.00	2765.00
04/30/16	Jason Temple	Per the request of Robert Kane assist in reviewing search term reports and working with Empire Discovery to load documents into Relativity and batch out the documents to be reviewed.	0.80	160.00
04/30/16	Lauren R. Whetstone	Correspondence re: deposition outline for Ray Takigiku, authentication of documents in depositions, correspondence to B. Kane re: same.	0.30	120.00
		Total Time:	490.60	
		Total Fees:		$ 244,192.50

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
01/22/16	Search Criteria: (None); Document Type: (None)	$	0.90
02/01/16	Search Criteria: (None); Document Type: Pacer Research Charges for February 2016	$	0.60
02/09/16	VENDOR: JAMS - Dispute Resolution Systems INVOICE#: 0003681340-460 DATE: 2/9/2016 Mediation, Ted Bunsdstra	$	650.00
02/29/16	Search Criteria: (None); Document Type: Pacer Research Charges for February 2016	$	0.60
04/01/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087229 DATE: 4/11/2016 Tkt. No. 89 00674319990 - Terribile/Kelly Anne Air/Rail Travel on 04/01/2016: Travel agency service fee	$	12.00
04/01/16	WestlawNext Research by TERRIBILE,KELLY.	$	635.90
04/03/16	WestlawNext Research by TERRIBILE,KELLY.	$	118.50
04/04/16	VENDOR: Terribile, Kelly A. INVOICE#: 1196835204201122 DATE: 4/20/2016 Hotel - Dinner; 04/04/16 - Dinner Expense during client mediation	$	22.90
04/04/16	VENDOR: Terribile, Kelly A. INVOICE#: 1196835204201122 DATE: 4/20/2016 Airfare; 04/04/16 - Flight to meet clients in Boca Raton, Florida	$	512.14
04/04/16	WestlawNext Research by MACDONALD,LINDSAY.	$	267.30
04/05/16	VENDOR: Terribile, Kelly A. INVOICE#: 1196835204201122 DATE: 4/20/2016 Hotel - Dinner; 04/05/16 - Dinner Expense during client mediation	$	25.44
04/05/16	VENDOR: Terribile, Kelly A. INVOICE#: 1196835204201122 DATE: 4/20/2016 Hotel - Meals Other; 04/05/16 - Snack Expense during client mediation	$	3.00
04/06/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Marriages / Divorces on Apr 6 2016 - Re: RAY TAKIGIKU ,	$	1.00
04/06/16	VENDOR: Terribile, Kelly A. INVOICE#: 1196835204201122 DATE: 4/20/2016 Breakfast; 04/06/16 - Breakfast before meeting; Merchant: Panera Bread	$	4.19
04/06/16	VENDOR: Terribile, Kelly A. INVOICE#: 1196835204201122 DATE: 4/20/2016 Meals Other; 04/06/16 - Snack before flight (water, snack bar); Merchant: DNC Travel Hospitality	$	6.39
04/06/16	VENDOR: Terribile, Kelly A. INVOICE#: 1196835204201122 DATE: 4/20/2016 Meals Other; 04/06/16 - Snack after flight; Merchant: Au Bon Pain	$	1.61
04/06/16	VENDOR: Terribile, Kelly A. INVOICE#: 1196835204201122 DATE: 4/20/2016 Parking; 04/06/16 - Airport Parking	$	57.00
04/06/16	VENDOR: Terribile, Kelly A. INVOICE#: 1196835204201122 DATE: 4/20/2016 Car Rental; 04/06/16 - Car rental - Ft. Lauderdale to Boca Raton	$	162.04
04/06/16	VENDOR: Terribile, Kelly A. INVOICE#: 1196835204201122 DATE: 4/20/2016 Lodging; 04/06/16 - Hotel Expense during client mediation	$	624.96

04/07/16	VENDOR: Empire Discovery LLC INVOICE#: INV010612 DATE: 4/7/2016 Job: ED010628, Media Formatting, ESI Processing, OCR, Pre-Culling	$	971.89
04/11/16	VENDOR: JAMS Inc - ACH INVOICE#: 0003712847-460 DATE: 4/11/2016 Re: Charleston Laboratories Inc. vs. Takigiku, Raymond	$	-500.00
04/12/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Person Search on Apr 12 2016 - Re: deborah REUSCHER ,	$	0.35
04/12/16	WestlawNext Research by 0.	$	231.20
04/12/16	WestlawNext Research by 0.	$	29.70
04/13/16	WestlawNext Research by 0.	$	56.40
04/14/16	VENDOR: XACT Data Discovery - ACH INVOICE#: 24-27461 DATE: 4/14/2016 Job no.: 2404026, Coding1 , Ldd	$	64.00
04/14/16	WestlawNext Research by 0.	$	83.10
04/15/16	WestlawNext Research by 0.	$	26.70
04/17/16	WestlawNext Research by KANE III,ROBERT R.	$	276.00
04/18/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008070 DATE: 4/18/2016 Re Rush Service Requested by Client. Witness Fee Advanced, Copy Charge Per Page - To be served: Nigel M. Ferrey 04/14/16	$	242.09
04/18/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008068 DATE: 4/18/2016 Re Rush Service Requested by Client. Witness Fee Advanced, Copy Charge Per Page - To be served on: Charles D. Le Croix / INDIVIDUAL / PERSONAL 04/14/16	$	239.16
04/18/16	WestlawNext Research by KANE III,ROBERT R.	$	29.70
04/18/16	WestlawNext Research by TERRIBILE,KELLY.	$	89.10
04/19/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008067 DATE: 4/19/2016 TO BE SERVED ON : DEBORAH C. REUSCHER, Rush Service requested by client. Witness fee Advanced, copy charge	$	241.69
04/21/16	WestlawNext Research by KANE III,ROBERT R.	$	276.00
04/22/16	VENDOR: Pictura Solutions/DocuSolutions -ACH INVOICE#: 16-55369 DATE: 4/22/2016 job: W1004140, prints - black & white	$	2,847.70
04/22/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008093 DATE: 4/22/2016 Re Standard Service Fee Outside of Florida, Witness Fee Advanced, and Postage Advanced - To be served on: Records Custodian SHDS, Corp. c/o Nigel M. Ferry as Registered Agent (AUTHORIZED) 04/14/16	$	175.91
04/22/16	WestlawNext Research by TERRIBILE,KELLY.	$	86.10
04/25/16	VENDOR: Brown, Lowenda L. INVOICE#: 1218235904291506 DATE: 4/29/2016 Lunch; 04/25/16 - Bridget Berry (Charleston) client meeting. lunch served; Merchant: THE SALAD SPOT; Attendees: Lowenda E. Brown, Bridget A. Berry	$	50.56
04/25/16	Copy: 291 Page(s) by 025204	$	0.00
04/25/16	WestlawNext Research by KANE III,ROBERT R.	$	89.10
04/26/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008349 DATE: 4/26/2016 to be served on: Nigel M. Ferrey, rush service requested by client	$	237.67

04/26/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008065 DATE: 4/26/2016 Re Rush Service Requested by Client, Witness Fee Advanced - To be served on: Records Custodian Prime DP, LLC c/o Ray Takigiku, as its Registered Agent (Nonserve Diligent) 04/14/16	$	249.40
04/27/16	WestlawNext Research by KANE III,ROBERT R.	$	29.70
04/28/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Phones Plus Search on Apr 28 2016 - Re: 970-225-0462.	$	0.75
04/28/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Person Search on Apr 28 2016 - Re: 1712 SPRINGMEADOWS CT UNIT C FORT COLLINS CO,	$	0.35
04/28/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Person Search on Apr 28 2016 - Re: JANIS M MALACHOWSKI ,	$	0.35
04/28/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Person Search on Apr 28 2016 - Re: JANIS M MALACHOWSKI ,	$	0.35
04/28/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Person Search on Apr 28 2016 - Re: GEORGE MALACHOWSKI ,	$	0.35
04/28/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Person Search on Apr 28 2016 - Re: GEORGE MALACHOWSKI ,	$	0.35
04/28/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Person Search on Apr 28 2016 - Re: 970-226-2200,	$	0.35
04/28/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Business Search on Apr 28 2016 - Re: CYTOMATION INC.,	$	0.35
04/28/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Business Search on Apr 28 2016 - Re: CYTOMATION INC,	$	0.35
04/28/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Corporation Search on Apr 28 2016 - Re: CYTOMATION INC.	$	1.00
04/28/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Comprehensive Business Report on Apr 28 2016 - Re: S38284431,	$	2.75
04/28/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Person Search on Apr 28 2016 - Re: G MALACHOWSKI 19490922,	$	0.35
04/28/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160430 DATE: 4/30/2016 Person Search on Apr 28 2016 - Re: tidhar SADEH ,	$	0.35
04/28/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008062 DATE: 4/28/2016 served on: Records Custodian BioLogic Corp	$	236.12
04/28/16	WestlawNext Research by KANE III,ROBERT R.	$	109.80
04/28/16	WestlawNext Research by TERRIBILE,KELLY.	$	89.10
04/29/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016009229 DATE: 4/29/2016 Re Courier Run to EcoPlex / Attn: Shaun Kilmartin 04/29/16	$	20.00
04/30/16	WestlawNext Research by KANE III,ROBERT R.	$	92.90

Total Expenses:	$	9,785.61

GT GreenbergTraurig

Invoice No.: 4236101
File No. : 155480.010200
Bill Date : June 24, 2016

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Internal Invoice to match client copy. Timekeepers were given internal credit for NC entries per BAB, but shown on discounted bill as zero. Client copy- fees 322,640.50 (discount 48396.07) total fees 274244.43

	$	348,122.50
Less Courtesy Discount:	$	(73,878.07)
Total Fees:	$	274,244.43

Expenses:

Business Meals	85.88
Consulting Services	2,160.00
Filing Fees	211.00
Local Travel	2.60
Off-site Printing and Copying Charges	102.50
Other Charges	26.90
Parking Charges	26.00
Professional & Legal	-2,775.00
Service Company Charges	2,255.62
Subpoenas	530.45
Toll Expenses	30.00

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 36

GreenbergTraurig

Invoice No.: 4236101
File No. : 155480.010200

Travel and Lodging Out of Town	3,872.25		
Information and Research	1,524.79		
	Total Expenses:	$	8,052.99
	Current Invoice:	$	282,297.42

BAB:LMH
Tax ID: 59-1270754

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
04/12/16	Bridget A. Berry	Telephone conference with client re: status and strategy relating to discovery, motions, case preparation; participate in conferral call with opposing counsel; multiple communications with K. Terribile re: strategy;	6.00	3900.00
04/25/16	Jason Temple	Per the request of Jennifer Thomson assist in preparing documents and data for an electronic production	0.70	140.00
04/25/16	Jason Temple	Per the request of Jennifer Thomson assist in working with Empire Discovery to run searches in Relativity and globally de-duplicate documents	0.40	80.00
04/25/16	Jason Temple	Per the request of Robert Kane assist in running searches in Relativity	0.30	60.00
05/01/16	Bridget A. Berry	Deposition preparation.	4.00	2600.00
05/01/16	Robert R. Kane	Continued preparation and outline for deposition of Ray Takigiku.	9.00	3555.00
05/01/16	Lauren R. Whetstone	Review outline of questions for Takigiku's deposition and correspondence re: same.	0.20	80.00
05/02/16	Bridget A. Berry	Prepare for Deposition of R. Takigiku in Cincinnati including work with paralegal J. Thomson to prepare documents/exhibits for deposition; preparation of outline of questioning with R. Kane; communications with client; communications with A. Hornbach re: C. LeCroix, D. Reuscher and N. Ferrey depositions and follow up; cancellation of rush on R. Takigiku transcript; follow up re: discovery requests to Takigiku; respond to opposing counsel re: R. Takigiku deposition.	12.00	7800.00
05/02/16	Bridget A. Berry	Travel to Cincinnati- NO CHARGE	3.00	1950.00
05/02/16	Phillip H. Hutchinson	Oversee document review.	0.60	357.00
05/02/16	Robert R. Kane	Travel from West Palm Beach to Cincinnati- NO CHARGE	3.00	1185.00
05/02/16	Robert R. Kane	Continued preparation for the deposition of Ray Takigiku; meeting with Bridget Berry, George Scott and Paul Bosse regarding deposition strategy; continued drafting deposition outline for Ray Takigiku.	12.00	4740.00
05/02/16	Kelly A. Terribile	Messages regarding draft Takigiku deposition outline; messages regarding Takigiku acknowledgment of receipt of stock certificate no. 12; review key documents regarding same.	0.30	216.00
05/02/16	Jennifer Thomson	Review and analysis of materials for deposition of Defendant, Ray Takigiku.	4.80	1248.00
05/03/16	Bridget A. Berry	Continue preparation for deposition; participate in deposition of R. Takigiku; analysis re: S. Miller subpoena; prepare for interview J. Ameling, B. Schachtel.	11.00	7150.00
05/03/16	Bridget A. Berry	Travel From Cincinnati- NO CHARGE	4.00	2600.00
05/03/16	Phillip H. Hutchinson	Analysis of issues re: review of second document database.	0.70	416.50
05/03/16	Phillip H. Hutchinson	Review vendor agreement.	0.50	297.50

05/03/16	Robert R. Kane	Meeting with Bridget Berry, Paul Bosse and George Scott; deposition of Ray Takigiku. ; Analyze impact of Ray Takigiku testimony and future strategy with Bridget Berry.	12.00	4740.00
05/03/16	Robert R. Kane	Travel from Cincinnati to West Palm Beach - NO CHARGE	3.00	1185.00
05/03/16	Kelly A. Terribile	Message regarding order on Charleston's motion to compel; review same; message regarding Charleston's response to Takigiku motion to compel.	0.30	216.00
05/03/16	Jennifer Thomson	Prepare Notice of Appearance for Robert Kane in connection with deposition of Defendant, Ray Takigiku.	1.00	260.00
05/03/16	Jennifer Thomson	Review status of subpoena service re: BioLogic, Margaret Van Gilse, Bexion, PrimeDP, and Nigel Ferrey, email to B. Berry and R. Kane re: same.	1.70	442.00
05/03/16	Jennifer Thomson	Review and analysis of email from S. Miller relating to subpoena served by Defendant.	0.30	78.00
05/03/16	Jennifer Thomson	Communications with court reporter relating to order status of P. Bosse deposition transcript; report findings to case team and client; review and analysis of P. Bosse deposition exhibits;	1.80	468.00
05/04/16	Bridget A. Berry	Follow up to deposition of R. Takigiku; receive and review Order Denying Takigiku Motion to Compel and advise G. Scott; analysis relating to ESI discovery and confer with P. Hutchinson and R. Kane; draft email to G. Scott; analysis re: SIDIS Motion to Quash/Motion for Protective Order pertaining to LaCroix and Reuscher; receive and review additional motions; draft email to G. Scott re: strategy; draft email to SIDIS counsel; analysis re: Takigiku subpoenas to Series A Stockholders; draft email to G. Scott re: strategy; draft email to Takigiku's counsel and multiple follow-up emails and investigation.	7.60	4940.00
05/04/16	Phillip H. Hutchinson	Assist relating to Rule 45 issues and SIDIS motions to quash.	0.50	297.50
05/04/16	Robert R. Kane	Legal research and analysis of federal case law, local rules and federal rules re: Ms. Reuscher and Mr. LeCroix Motions for Protective Order; also conducted legal research and analysis of Rule 45 and case law interpreting same in Ohio and Florida to re:transferto Florida. Communications with counsel for Takigiku regarding same.	1.20	474.00
05/04/16	Robert R. Kane	Began review and analysis of ESI from Paul Bosse's archived files to identify responsive, non-objectionable, non-privileged documents in response to Takigiku's First Request for Production; included communicating and working with vendor and Jason Temple regarding search terms, management of batches, highlighting of search terms, de-duplicating	4.00	1580.00
05/04/16	Jennifer Thomson	Review status of subpoena service re: Oleg V. Kliaev, George Casimir Malachowski, Tidhar Sadeh and Michael George Ferrey; email to B. Berry and R. Kane re: same.	0.60	156.00

05/04/16	Lauren R. Whetstone	Research federal rules re: replies to affirmative defenses and strategy analysis re:same ; attention to correspondence and motion to quash by opposing counsel for third parties; strategy re: depositions and motions to quash filed by third parties.	1.00	400.00
05/05/16	Bridget A. Berry	Follow up re: deposition transcript of R. Takigiku; analysis relating to ESI discovery and confer with P. Hutchinson and R. Kane; analysis re: SIDIS Motion(s) to Quash/Motion for Protective Order pertaining to SIDIS entities; confer with Takigiku's counsel relating to subpoenas to Series A Stockholders; memo to G. Scott re: proposed resolution and confer with K. Terribile and G. Scott re: resolution; confer with Takigiku's counsel and SIDIS counsel re: transfer of motions to USDC Southern District of Florida and resolution of issues raised in SIDIS Motions for Protective order; multiple telephone calls and emails with G. Scott re: discovery issues and strategy issues; fact investigation re: Proctor and Gamble; analysis relating to Takigiku request for permission to attach page of P. Bosse deposition transcript to reply to response to Motion to Strike; multiple communications with opposing counsel re: same; communications with G. Scott relating to sur-reply; email G. Scott relating to errata sheet to P. Bosse deposition transcript.	6.30	4095.00
05/05/16	Phillip H. Hutchinson	Analysis re: document review.	0.50	297.50
05/05/16	Phillip H. Hutchinson	Conference call with client re: electronic production.	1.10	654.50
05/05/16	Phillip H. Hutchinson	Review unassigned documents issue.	0.80	476.00
05/05/16	Robert R. Kane	Attended conferral conference with Bridget Berry and Charlie Bridgmon regarding Takigiku's subpoena's to Series A investors of Charleston, as well as other ongoing discovery matters; Interoffice conference with Bridget Berry regarding status and strategy of ESI discovery.	0.50	197.50
05/05/16	Robert R. Kane	Attended conference call with GT and George Scott regarding ESI discovery issues, as well as other ongoing discovery and overall case strategy issues (1.1); Attended conference call with John Londot and Phil Hutchinson regarding parameters for ESI document review and production to ensure consistency across the document set (0.5); Relativity and document set review with John Londot (0.4).	2.00	790.00
05/05/16	Robert R. Kane	Attended conference call with GT team, Tony Hornbach, Jeff Long and Charlie Bridgmon regarding non-party subpoenas to SIDIS entities and individuals in a good faith attempt to narrow and/or resolve the issues.	0.80	316.00
05/05/16	John K. Londot	Document review/Relativity	3.70	1998.00
05/05/16	John K. Londot	Review of informational documents and conference calls R. Kane and P. Hutchinson - NO CHARGE	2.00	1080.00

05/05/16	Jason Temple	Conference call with Phillip Hutchinson to discuss a forensic collection of client's laptop.	0.20	40.00
05/05/16	Jason Temple	Per the request of Phillip Hutchinson assist in running searches in Relativity to isolate specific emails for review.	0.90	180.00
05/05/16	Jason Temple	Per the request of Robert Kane assist in running searches in Relativity to isolate specific documents and determine the specific search term the documents hit on.	0.40	80.00
05/05/16	Kelly A. Terribile	Messages regarding magistrate order on Takigiku motion to compel; messages regarding SIDIS and affiliates depositions and motion to quash and strategy for same; message regarding subpoenas to stockholders of Charleston Labs; messages regarding strategy on Takigiku deposition reference to Charleston IP; messages regarding phone conference with Schachtel; messages regarding ESI discovery issues and call to discuss same; message regarding index of Takigiku produced documents; messages regarding phone conference with Ameling; phone conference G. Scott and GT Team regarding discovery issues; messages regarding proposed third party subpoena agreement; messages regarding transcript of Bosse deposition; messages regarding Takigiku intention to use portion of Bosse transcript in support of motion to strike.	1.90	1368.00
05/05/16	Jennifer Thomson	Communications with Court Reporter re: R. Takigiku deposition concerning testimony relating to a 9/26/08 Cap Table; report findings to case team.	1.10	286.00
05/05/16	Jennifer Thomson	Review and analysis of ESI search terms and outstanding discovery re: same; Attend conference call re: ESI Discovery with client, P. Hutchinson, B. Berry, and R. Kane;	2.20	572.00
05/05/16	Jennifer Thomson	Review status of third-party SIDIS discovery; attend conference call re: third-party SIDIS discovery with T. Hornbach, J. Long, C. Bridgmon, B. Berry, L. Whetstone, and R. Kane.	2.20	572.00
05/05/16	Lauren R. Whetstone	Conference call; attention to correspondence re: discussions and negotiations on discovery with opposing counsel; meet and confer call with counsel for SIDIS and counsel for Takigiku re: subpoenas to third parties.	1.80	720.00
05/06/16	Bridget A. Berry	Prepare for witness interviews; draft letter to SIDIS counsel re: subpoenas and Motions for Protective Order; draft letter to Takigiku counsel re: discovery on Series A Stockholders; draft email to Takigiku counsel re: page of P. Bosse transcript; prepare for interviews; interview J. Ameling, B. Schachtel; plan and prepare for various motions/responses; follow up re: P. Bosse errata sheet; follow up re: confidentiality designations; follow up re: ESI issues; follow up re: expert witness testimony.	7.80	5070.00
05/06/16	Phillip H. Hutchinson	Attention to imaged drive re: place of storage.	0.30	178.50

05/06/16	Phillip H. Hutchinson	Telephone conference with vendor re: document collection.	0.50	297.50
05/06/16	Phillip H. Hutchinson	Attention to ESI vendor contracts.	0.80	476.00
05/06/16	Phillip H. Hutchinson	Attention to client documents not in collection.	0.80	476.00
05/06/16	Robert R. Kane	Continued review and analysis of ESI from Paul Bosse's archived files to identify responsive, non-objectionable, non-privileged documents in response to Takigiku's First Request for Production.	4.00	1580.00
05/06/16	Robert R. Kane	Preparation for and attendance at conference calls with litigation team and Bernie Schachtel and John Ameling to discuss the facts of the case, Ray Takigiku and their interpretation of the corporate documents.	1.80	711.00
05/06/16	John K. Londot	Review of documents in Relativity.	5.00	2700.00
05/06/16	Jason Temple	Per the request of Phillip Hutchinson assist in working with The Berkeley Group to prepare a statement of work and a letter of engagement for the forensic collection of a clients laptop on Monday May 9th.	0.80	160.00
05/06/16	Jason Temple	Conference call with Phillip Hutchinson and The Berkeley Group to discuss forensic collection on a client's laptop.	0.30	60.00
05/06/16	Kelly A. Terribile	Messages regarding calls with Ameling and Schachtel; message regarding letter to Takigiku counsel regarding Series A stockholder subpoenas; phone conference B. Schachtel, G. Scott and GT Team; phone conference B. Berry and G. Scott regarding same; phone conference J. Ameling, G. Scott and GT Team; phone conference B. Berry and G. Scott regarding same; messages regarding Bosse deposition transcript; messages regarding compromise on SIDIS and affiliate subpoenas; review and revise letter; message regarding comments to letter.	2.50	1800.00
05/06/16	Jennifer Thomson	Review and analysis of Defendant's Answer, Affirmative Defenses and Counterclaim re: Defendant admitting he was an employee or alleging he was an employee of Charleston Labs.	1.50	390.00
05/06/16	Jennifer Thomson	Review and analysis of third-party SIDIS discovery re: status of service, date and location of deposition, and status of Motions for Protective Order for C. LeCroix, D. Reuscher, Bexion, BioLogic, M. Van Gilse, PrimeDP, and SIDIS; report to case team re: same.	1.80	468.00
05/06/16	Jennifer Thomson	Review and analysis of Mutual Confidentiality Agreement relating to ESI discovery.	0.50	130.00
05/07/16	Bridget A. Berry	Follow up re: letters to A. Hornbach and SIDIS depositions.	0.30	195.00
05/07/16	John K. Londot	Review of documents in Relativity.	2.50	1350.00
05/07/16	Kelly A. Terribile	Messages regarding comments to letter to SIDIS and affiliates counsel regarding depositions.	0.10	72.00
05/08/16	Bridget A. Berry	Analysis re: status of N. Ferrey deposition in New York; prepare for deposition.	0.50	325.00

05/08/16	Robert R. Kane	Continued review and analysis of ESI from Paul Bosse's archived files to identify responsive, non-objectionable, non-privileged documents in response to Takigiku's First Request for Production.	4.00	1580.00
05/09/16	Bridget A. Berry	Communication with client and email to A. Hornbach re: N. Ferrey deposition in New York; Communications with P. Hutchinson and client re: status of new ESI retrieval and review; update client on status of depositions/discovery related to Nigel, SIDIS, etc.; communication with client re: P. Bosse deposition testimony, suit against SIDIS; J. Ameling, subpoena served on CLSPCA, analysis of upcoming pretrial deadlines; confer with K. Terribile re: experts; draft letter to A. Hornbach re: depositions; receive and review motion to quash re: N. Ferrey and follow up with L. Whetstone; analysis re: Takigiku's request that we agree to extension and follow up with client; receive and review Takigiku reply to Charleston response to Takigiku's Motion to Strike parts of Charleston Second Amended Complaint and follow up with L. Whetstone re: sur-reply; Analyze Pictera invoice and follow up; email to K. Terribile and G. Scott re: experts; receive and review Takigiku response in opposition to Charleston Motion to Strike Takigiku affirmative defenses.	5.50	3575.00
05/09/16	Phillip H. Hutchinson	Teleconference with client re: status of ESI discovery and document production.	0.90	535.50
05/09/16	Phillip H. Hutchinson	Communicate with client re:logistics for hard drive imaging.	0.50	297.50
05/09/16	Phillip H. Hutchinson	Communicate with forensic vendor re: logistics for hard drive imaging.	0.30	178.50
05/09/16	Phillip H. Hutchinson	Meet with vendor to take physical possession of hard drive	0.20	119.00
05/09/16	Phillip H. Hutchinson	Attention to protocols for secure storage of imaged device.	0.60	357.00
05/09/16	Phillip H. Hutchinson	Analyze vendor contract re: confidentiality issues.	0.90	535.50
05/09/16	Phillip H. Hutchinson	Analysis and oversight re: document review issues.	1.10	654.50
05/09/16	Robert R. Kane	Attended case status conference call with GT team and George Scott.	0.90	355.50
05/09/16	Robert R. Kane	Continued review and analysis of ESI from Paul Bosse's archived files to identify responsive, non-objectionable, non-privileged documents in response to Takigiku's First Request for Production.	4.00	1580.00
05/09/16	John K. Londot	Review of documents in Relativity.	5.00	2700.00
05/09/16	Michael Moody	Preparation for review of documents- NO CHARGE	3.00	1200.00
05/09/16	Jason Temple	Per the request of Phillip Hutchinson assist in working with The Berkeley Group to get the confidentiality agreement, statement of work, and letter of engagement signed for the collection of a client laptop.	0.30	60.00

05/09/16	Jennifer Thomson	Review and analysis of upcoming court deadlines and case team action items; update case team "To Do List" re: same;	1.80	468.00
05/09/16	Lauren R. Whetstone	Strategy re: upcoming deadlines; research rules re: deadline to file motion to compel deposition answers; conference call with client re: action items; research federal court rules re: expert disclosures and deadlines; review and analyze motion to quash subpoena to LeCroix and Rauscher; strategy re: motion to file sur-reply and sur-reply to motion to strike.	2.00	800.00
05/10/16	Bridget A. Berry	Review certain ESI documents identified by R. Kane; analysis relating to various issues pertaining to SIDIS-related discovery and local requirements (Kentucky, New York, Colorado); confer with K. Terribile re: expert; analysis re: clarification of P. Bosse deposition testimony; confer with P. Hutchinson and R. Kane re: ESI issues; work with paralegal re: pretrial deadlines and deadlines in SIDIS-related cases; work with paralegal re: P. Bosse errata sheet and confidentiality designations; review letter from A. Hornbach and follow up with client; work with L. Whetstone re: responses to SIDIS-related motions to quash and Charleston motions to transfer; review draft responses by Charleston to third requests for admission.	4.00	2600.00
05/10/16	Phillip H. Hutchinson	Analysis of eDiscovery issues.	0.60	357.00
05/10/16	Robert R. Kane	Continued review and analysis of ESI from Paul Bosse's archived files to identify responsive, non-objectionable, non-privileged documents in response to Takigiku's First Request for Production.	4.00	1580.00
05/10/16	Robert R. Kane	Began drafting responses and objections to Takigiku's Third Request for Admissions.	1.10	434.50
05/10/16	John K. Londot	Review of notes/Relativity document review.	1.40	756.00
05/10/16	Michael Moody	Review and analysis of ESI	4.50	1800.00

05/10/16	Kelly A. Ferribile	Messages regarding open items list and updates to same; messages regarding discussion regarding possible expert; messages regarding Charleston letters regarding third party subpoenas; messages regarding N. Ferry deposition; messages regarding open issues and call to discuss same; messages regarding Series A stockholder subpoenas; message regarding transcript and exhibits for Takigiku deposition; message regarding Rule 26 disclosures; message regarding motion to quash N. Ferry deposition; message regarding Takigiku reply to Charleston affirmative defenses; review same; message regarding Takigiku response to Charleston motion to strike Takigiku affirmative defenses; message regarding P. Bosse deposition transcript and exhibit confidentiality designation; message regarding P. Bosse email to Takigiku May 5, 2009; messages regarding additional documents to be produced by Charleston; message regarding letter regarding Sadeh subpoena; message regarding corrections to P. Bosse deposition transcript.	0.80	576.00
05/10/16	Jennifer Thomson	Review and analysis of Local Civil Rule 6.1 of the Eastern District of New York re: opposing affidavits and answering memorandum of law relating to Motion to Quash Third-Party Subpoena to Nigel Ferrey.	0.80	208.00
05/10/16	Jennifer Thomson	Review and analysis of upcoming court deadlines and case team action items; update case team action list re: same	1.30	338.00
05/10/16	Lauren R. Whetstone	Analyze defendant's response to motion to strike affirmative defenses; review correspondence with counsel for SIDIS; research re: replies to affirmative defenses; attention to key documents from email review; review motion to quash subpoena of N. Ferrey and local rules in SDNY for response time; check hearings set for motions to quash; strategy re: motions to transfer motions to quash; correspondence and strategy re: expert witnesses; attention to 5/10/16 letter from counsel for SIDIS; notice of appearance.	1.80	720.00
05/11/16	Bridget A. Berry	Follow up re: third party subpoenas to Series A Stockholders; follow up with C. Bridgmon and J. Long re: May 7 agreement on discovery to Series A Stockholders; review letter from A. Hornbach re: SIDIS-related discovery; analysis re: sur-reply; receive email from A. Hornbach re: May 24 hearing in Denver Colorado and analysis and communications with client and L. Whetstone re: same; analysis re: J. Long letter and restrictions of Protective Order; edit letter in response to J. Long; analyze documents provided by R. Kane from ESI discovery; analysis re: privilege; review response from C. Bridgmon re: Series A Stockholder discovery agreement	4.00	2600.00
05/11/16	Bridget A. Berry	Confer with P. Bosse and G. Scott re: audit request- NO CHARGE	0.60	390.00

05/11/16	Phillip H. Hutchinson	Attention to statement of work for Berkley Group.	0.40	238.00
05/11/16	Lindsay L. MacDonald	Conduct research regarding transfer of a motion to quash subpoena under Federal Rule of Civil Procedure 45(f).	1.70	459.00
05/11/16	Michael Moody	Review and analysis of ESI	6.30	2520.00
05/11/16	Jasor Temple	Per the request of Phillip Hutchinson assist in running searches in Relativity to isolate all documents that have been reviewed. The report outlined the total number of Responsive, Non Responsive, Further Review, and Technical issue documents.	0.30	60.00
05/11/16	Jennifer Thomson	Review and analysis of G. Scott comments to P. Bosse deposition in connection with filing errata sheet.	1.10	286.00
05/11/16	Jennifer Thomson	Review and analysis of ESI production emails re: WCSR.	0.40	104.00
05/11/16	Jennifer Thomson	Review and analysis of Local Rules relating to computation of time, filing of motions, time of filing and service, form of pleadings in the Eastern District of Kentucky re: Motion to Transfer Motion to Quash Third-Party Subpoenas to BioLogic, PrimeDP, Bexion, and M. Van Gilse.	1.20	312.00
05/11/16	Jennifer Thomson	Review and analysis of Local Rules relating to computation of time, filing of motions, time of filing and service, form of pleadings in the Southern District of Ohio Western Division re: Motion to Transfer Motion to Quash Third-Party Subpoenas to C. LeCroix and D. Reuscher.	0.90	234.00
05/11/16	Jennifer Thomson	Review and analysis of Local Rules relating to conferrals between counsel, computation of time, filing of motions, time of filing and service, form of pleadings in the Southern District of New York re: Motion to Transfer Motion to Quash Third-Party Subpoena to N. Ferrey.	0.70	182.00
05/11/16	Jennifer Thomson	Assist L. Whetstone with Motion to Transfer and Motion to Quash Subpoena to Nigel M. Ferrey.	1.10	286.00
05/11/16	Lauren R. Whetstone	Research case law re: transfer of motions to quash/motions for protective order; attention to correspondence from SIDIS counsel re: motions to quash; correspondence and strategy re: sur-reply in opposition to motion to strike allegations of complaint; attention to correspondence from counsel for SIDIS re: contact with clerk for Colorado district court; strategy re: same; review local rules and individual practices before Colorado district court judge; review local rules for N.Y. district court judge; attention to correspondence from Bray & Long re: confidentiality of depositions, confidentiality agreement; draft response to same; draft motion to transfer Nigel Ferrey's motion to quash subpoena to Southern District of Florida; correspondence to team re: draft motion to transfer Ferrey's subpoena.	7.90	3160.00

05/12/16	Bridget A. Berry	Prepare for conference with client; review motion to transfer (N. Ferrey); participate in status/strategy conference with client; draft letter to C. Bridgmon re: Series A Shareholder discovery agreement; multiple communications with A. Hornbach and follow up with L. Whetstone re: Denver Colorado proceedings and Court's demand for in person hearing; analysis and preparation re: proceedings in Ohio, New York, Kentucky and Colorado; draft letter to A. Hornbach in response to his May 10 letter objecting to SIDIS-related discovery and prepare exhibits to letter; receive and review Motion to Quash re: T. Sadeh; confer with paralegal and revise subpoena;	5.00	3250.00
05/12/16	Bridget A. Berry	Follow up with GT audit re: audit response-NO CHARGE	1.00	650.00
05/12/16	Timothy E. Di Domenico	Research SDNY local rules; confer with C. Schaeffer and L. Whetstone regarding motion to quash non-party subpoena.	0.90	666.00
05/12/16	Phillip H. Hutchinson	Teleconference with client re: case status.	0.70	416.50
05/12/16	Phillip H. Hutchinson	Edit letter to opposing counsel re: email production.	0.30	178.50
05/12/16	Robert R. Kane	Attended GT conference call with George Scott regarding ongoing discovery matters and strategy.	0.70	276.50
05/12/16	John K. Londot	Review and analysis of ESI	6.00	3240.00
05/12/16	Lindsay L. MacDonald	Strategize with L. Whetstone and R. Kane regarding sur-reply. Review and analyze Motion to Strike, Response, and Reply in preparation for drafting sur-reply. Conduct research for use in sur-reply. Begin to draft Motion for leave to file sur-reply and Sur-reply.	5.00	1350.00
05/12/16	Kelly A. Terribile	Message regarding letter from opposing counsel regarding SIDIS subpoenas; message regarding compliance with protective order; message regarding Kaufman/Rutley discussion June 2008; phone conference regarding open items and strategy.	0.60	432.00
05/12/16	Jennifer Thomson	Assist with letter to opposing counsel, J. Long re: Plaintiff's confidentiality designation of G. Paul Bosse deposition.	0.50	130.00
05/12/16	Jennifer Thomson	Assist with letter to SIDIS counsel, T. Hornbach re: proposal to limit third-party discovery sought via subpoena.	1.20	312.00
05/12/16	Julie A. Weber	Knowledge Solutions research in WestlawNext for case pull of 17 cites with Lexis citations. Find WL cites, pull and send to patron- NO CHARGE	0.00	92.50

05/12/16	Lauren R. Whetstone	Conference call with client and GT team; draft motion to transfer motions to quash subpoenas; research the firm for attorneys licensed in Ohio, Colorado, New York, and Kentucky district courts for motions to quash non-party subpoenas; strategy and outline arguments for responses to motions to quash subpoenas; research Colorado court for motion to quash and judge; correspondence with opposing counsel T. Hornbuch re: Colorado motion to quash; phone calls (2) with clerk for Judge Kane in Colorado; revise letter to C. Bridgmon; strategy and work on arguments for sur-reply to motion to strike allegations in complaint; correspondence with Colorado counsel; correspondence with NY local counsel re: local rules and motion to transfer.	7.50	3000.00
05/13/16	Bridget A. Berry	Address various issues re: SIDIS-related proceedings in New York, Kentucky, Ohio and Colorado; analysis re: R. Takigiku testimony relevant to SIDIS-related motions and correspond with R. Takigiku counsel re: confidentiality designations as to testimony; review correspondence from A. Hornbach;strategy analysis re: sur-reply	1.30	845.00
05/13/16	Bridget A. Berry	Coordination re: Rule 7.1 Corporate Disclosure Statements for SIDIS-related cases; analysis re: pages of R. Takigiku deposition for responses to SIDIS-related motions to quash; communication with R. Takigiku attorneys re: confidentiality designation as to those pages; review A. Hornbach correspondence.	1.00	650.00
05/13/16	Timothy E. Di Domenico	Work on opposition to motion to quash and cross motion to compel; draft Rule 7.1 Statement.	2.80	2072.00
05/13/16	Robert R. Kane	Continued review and analysis of ESI from Paul Bosse's archived files to identify responsive, non-objectionable, non-privileged documents in response to Takigiku's First Request for Production.	8.00	3160.00
05/13/16	John K. Londos	Review and analysis of ESI	6.00	3240.00
05/13/16	Lindsay L. MacDonald	Conduct research regarding standard for Rule 12(f) Motion to Strike and availability of attorneys fees for motions to quash. Strategize with L. Whetstone and B. Berry regarding arguments for Sur-Reply.	4.30	1161.00
05/13/16	Michael Moody	Review and analysis of ESI	3.80	1520.00
05/13/16	Jennifer Thomson	Review and analysis of case law cited in Movant's Motion to Quash Subpoena issued to SIDIS Corporation.	1.20	312.00
05/13/16	Jennifer Thomson	Review and analysis of R. Takigiku deposition transcript for possible use by Plaintiff in various filings relating to non-party SIDIS discovery.	2.50	650.00
05/13/16	Jennifer Thomson	Prepare draft of Plaintiff/Counter-Defendant's Rule 7.1 Disclosure Statement for filing in New York relating to non-party subpoena to N. Ferrey.	0.60	156.00

05/13/16	Jennifer Thomson	Review and analysis of case documents in preparation for filing/service in New York action of Memorandum of Law in Support of Filing Plaintiff's Motion to Transfer N. Ferrey's Motion to Quash Subpoena, Plaintiff's Motion to Transfer Motion to Quash Subpoena, Declaration of T. Di Domenico, and Declaration of B. Berry.	3.60	936.00
05/13/16	Lauren R. Whetstone	Draft sur-reply to Defendant's reply to Charleston's response to Defendant's Motion to Strike. Draft response in opposition to motion to quash Ferrey subpoena; draft corporate disclosure statement; correspondence with NY counsel re: filing motion to quash, local rules.	7.00	2800.00
05/14/16	Bridget A. Berry	Review and revise SIDIS-related motions to transfer and responses to motions to quash.	4.00	2600.00
05/14/16	Robert R. Kane	Continued review and analysis of ESI from Paul Bosse's archived files to identify responsive, non-objectionable, non-privileged documents in response to Takigiku's First Request for Production.	8.00	3160.00
05/14/16	Lauren R. Whetstone	Revise memo in support of motion to transfer; draft response in opposition to Ferrey's motion to quash.	4.00	1600.00
05/15/16	Bridget A. Berry	Confer with K. Terribile re: Takigiku reply to Charleston affirmative defenses and analysis re: moving to strike; review revised SIDIS-related motions and responses.	2.00	1300.00
05/15/16	Robert R. Kane	Continued review and analysis of ESI from Paul Bosse's archived files to identify responsive, non-objectionable, non-privileged documents in response to Takigiku's First Request for Production.	4.50	1777.50
05/15/16	Lindsay L. MacDonald	Conduct research regarding relevance and availability of attorneys fees for motions to quash subpoenas.	2.50	675.00
05/15/16	Lauren R. Whetstone	Additional research for response in opposition to motion to quash; draft response to motion to quash Ferrey's subpoena; correspondence with team re: same.	3.60	1440.00
05/16/16	Bridget A. Berry	Privilege analysis re: ESI correspondence; review information re: N. Ferrey presentation at Derby Summit; follow up with R. Takigiku counsel re: confidentiality designations to R. Takigiku deposition testimony; work on required declarations and exhibits and response to motion to quash and cross-motion to compel and motion to transfer/memorandum of law in support of motion to transfer in New York proceedings; review letter from J. Long re: SIDIS-related subpoenas and R. Takigiku testimony ; review email from C. Bridgmon re: R. Takigiku testimony; review correspondence from T. Hornbach re: SIDIS-related discovery; follow up with R. Kane re: sur-reply to Takigiku's Motion to Strike and review C. Bridgmon response	11.70	7605.00
05/16/16	Bridget A. Berry	Follow up with GT audit- NO CHARGE	0.30	195.00

05/16/16	Timothy E. Di Domenico	Draft and revise motion to transfer, cross-motion to compel, and supporting declarations; multiple conferences with L. Whetstone and C. Schaeffer.	8.00	5920.00
05/16/16	Phillip H. Hutchinson	Attention to document review.	0.50	297.50
05/16/16	Robert R. Kane	Communication with Charlie Bridgmon regarding confidentiality of pages 19-20 of Ray Takigiku's deposition and use of same in support of our Motion; Also sought agreement for Charleston to file a sur-reply to Takigiku's Motion to Strike.	0.50	197.50
05/16/16	Robert R. Kane	Second level review and analysis of documents marked "for further review" ton ensure consistency in the document set of ESI from Paul Bosse's archived files to identify responsive, non-objectionable, non-privileged documents in response to Takigiku's First Request for Production; included working with Jason Temple and vendor to run searches across the data set.	4.00	1580.00
05/16/16	John K. Londot	Continue review and analysis of ESI; emails to B. Kane, M. Moody.	4.20	2268.00
05/16/16	Lindsay L. MacDonald	Review and analyze draft of Response in Opposition to Nigel Ferrey's Motion to Quash. Provide feedback to L. Whetstone. Complete draft of Motion for Leave to File Sur-Reply.	3.20	864.00
05/16/16	Michael Moody	Continue review and analysis of ESI	3.50	1400.00
05/16/16	Jason Temple	Per the request of Robert Kane assist in running searches in Relativity and tagging documents for further review.	0.30	60.00
05/16/16	Kelly A. Terribile	Message regarding memorandum of law in support of motion to transfer (Ferrey); review and revise same; message regarding declaration in support of memorandum of law (Ferrey); review and revise same; message regarding comments to memorandum of law and declaration in support; message regarding Takigiku transcript; message regarding Takigiku response to Charleston affirmative defenses.	1.60	1152.00
05/16/16	Jennifer Thomson	Continued review and analysis of case documents in preparation for filing/service in New York action of Memorandum of Law in Support of Filing Plaintiff's Motion to Transfer N. Ferrey's Motion to Quash Subpoena, Plaintiff's Motion to Transfer Motion to Quash Subpoena, Declaration of T. Di Domenico, and Declaration of B. Berry.	11.00	2860.00
05/16/16	Lauren R. Whetstone	Draft response in opposition to motion to quash Ferrey subpoena, and cross-motion to compel; compile exhibits to response; draft declaration of B. Berry; revise declaration; revise response according to local rules.	10.20	4080.00

05/17/16	Bridget A. Berry	Follow up re: requirements of Kentucky, Ohio, Colorado re; declarations and other matters; analysis re: hearings; reply to C. Bridgmon re: sur-reply; reply to C. Bridgmon re: Series A stockholder discovery; analysis re: ESI review status; analysis re: motion to compel Takigiku to answer deposition questions; follow up re: P. Bosse deposition transcript confidentiality designations and errata sheet; follow up re: witness and exhibit lists and experts; review affidavit of A. Bost provided by J.Long and follow up; review correspondence from A. Hornbach and follow up re: N.Y. Proceedings; analysis re: Judge Kane hearing demand; review and respond to request from A. Hornbach for full transcript of R. Takigiku deposition; review order for phone conference entered in Kentucky proceedings and prepare for same; review and revise motion for leave to file sur-reply and sur-reply in opposition to Takigiku Motion to Strike allegations of Charleston's Second Amended Complaint;	7.50	4875.00
05/17/16	Timothy F. Di Domenico	Confer with C. Schaefler on motions; review and analyze J. Furman's rules and Local Rules. Prepare analysis for L. Whetstone regarding oral argument.	2.00	1480.00
05/17/16	Troy A. Eid	Confer with co-counsel regarding Judge John Kane and prepare for Rule 45 Motion to Transfer hearing.	2.60	1690.00
05/17/16	Robert R. Kane	Continued second level review and analysis of documents marked "for further review"	4.00	1580.00
05/17/16	Jeffrey M. Lippa	Analyze response to motion to quash third party subpoena with L. Whetstone.	0.30	139.50
05/17/16	Lindsay L. MacDonald	Strategize with L. Whetstone regarding Motions to Transfer and Responses to Motions to Quash. Conduct research regarding Rule 45(f) Motion to Transfer under Colorado and Kentucky law.	2.80	756.00
05/17/16	Jennifer Thomson	Review and analysis of case documents in connection with P. Hinrichs potential representation of Charleston in Kentucky relating to Movant's Motion to Quash Non-Party Subpoenas issued to Bexion, BioLogic, M. Van Gilse, and PrimeDP.	2.80	728.00
05/17/16	Jennifer Thomson	Review and analysis of upcoming court deadlines and case team action items; update action item summary	1.10	286.00
05/17/16	Jennifer Thomson	Review and analysis of P. Bosse deposition and G. Scott comments re: same in connection with preparation of draft errata sheet; review G. Scott comments re: possible confidential designations of P. Bosse deposition transcript in preparation for finalized designation pursuant to Stipulated Confidentiality Order.	2.20	572.00

05/17/16	Lauren R. Whetstone	Correspondence with Ohio counsel re: motion to quash; correspondence with Colorado counsel re: motions to quash; phone call with Colorado counsel re: motions to quash; phone call with local counsel for Kentucky motion to quash; correspondence to Kentucky local counsel re: motion and parties for conflicts.	5.00	2000.00
05/18/16	Bridget A. Berry	Receive and analyze order on Takigiku Motion to Strike allegations of Charleston's Second Amended Complaint; communications with client; review correspondence from C. Bridgmon re: order on Motion to Strike; respond to C. Bridgmon re: Charleston will not stipulate that R. Takigiku resigned and re: other SIDIS-related discovery and multiple communications relating thereto; multiple communications re: Colorado proceedings and May 25 hearing date set by Court; multiple communications re: New York proceedings and May 31 hearing date set by Court; meeting relating to pending issues, hearings and deadlines.	6.30	4095.00
05/18/16	Timothy E. Di Domenico	Confer with C. Schaeffer on oral argument; review Judge Furman rules; calls to the court; confer with J. Bookbinder on Part 1 procedure.	0.80	592.00
05/18/16	Phillip H. Hutchinson	Teleconference with client re: ESI issues.	0.80	476.00
05/18/16	Phillip H. Hutchinson	Analysis of document production issues.	0.50	297.50
05/18/16	Robert R. Kane	Legal research and analysis of case law interpreting attorney-client privilege protection for communications between counsel and an outside attorney representing another employee/director of the company related to matters at issue in underlying lawsuit	1.50	592.50
05/18/16	Robert R. Kane	Attended GT team conference with George Scott to discuss ongoing discovery matters and strategy.	1.50	592.50
05/18/16	John K. Londot	Emails, p/c B. Kane; review of motion to strike affirmative defenses, response in opposition, and order denying motion to strike allegations in complaint; confer. M. Moody; draft reply to motion to strike affirmative defenses.	5.50	2970.00
05/18/16	Lindsay L. MacDonald	Begin to draft Colorado motion to transfer. Strategize with team regarding case status and upcoming deadlines. Continue to conduce research regarding Rule 45(f) Motions to Transfer under Colorado law. Conduct research on appearing pro hac vice in Colorado. Review and analyze portions of Takigiku's deposition to determine what pages need to be sent to opposing counsel for permission to file. Review and revise Kentucky motion to transfer.	7.30	1971.00

05/18/16	Kelly A. Terribile	Message regarding updated action items; message regarding Womble affidavit regarding documents produced and privilege log; messages regarding expert for case; message regarding sur-reply for Takigiku motion to strike; message regarding order denying Takigiku motion to strike and possible Takigiku stipulation; review order denying Takigiku motion to strike; messages regarding possible stipulation on Takigiku termination; messages regarding Colorado motion to transfer; review Delaware case law regarding failure to read doesn't bar enforcement; revise case analysis regarding same; revise case analysis regarding Takigiku reply to Charleston affirmative defenses.	1.40	1008.00
05/18/16	Jennifer Thomson	Participate in conference call with G. Scott and case team re: case status and strategy.	1.50	390.00
05/18/16	Jennifer Thomson	Review and analysis of Minute Order relating to Movant's Motion to Quash Subpoenas Issued to T. Sadeh and SIDIS Corporation setting the Motions for hearing in Coloration action.	1.20	312.00
05/18/16	Lauren R. Whetstone	Conference call with client and team; correspondence with opposing counsel T. Hornbach re: hearings in Colorado and NY; phone call with CO district court; draft motion to transfer motion to quash filed by Bexion, PrimeDP, Biologic, M. Van Gilse, to Florida; ...	6.50	2600.00
05/19/16	Bridget A. Berry	Review and analyze correspondence from O. Kitaev and follow up; correspond with C. Bridgmon re: demand for status conference; review and begin revising Charleston reply to Takigiku's response to Charleston's Motion to Strike Affirmative Defenses of Takigiku; continue addressing various issues raised relating to SIDIS-related discovery/proceedings.	2.30	1495.00
05/19/16	Timothy E. Di Domenico	Calls to the court; review J. Furman practices; confer with L. Whetstone and C. Schaeffer on scheduling of hearing.	0.70	518.00
05/19/16	Robert R. Kane	Worked with vendor and Jason Temple regarding compilation of final document production in preparation for final review and to apply necessary redactions. Also worked with vendor and Jason Temple to identify all responsive but privileged documents in preparation for export of template for privilege log.	1.10	434.50
05/19/16	Robert R. Kane	Began final review and analysis of second document production from ESI and applied all necessary redactions to same.	4.00	1580.00
05/19/16	Jeffrey M. Lippa	Review and revise draft Motion to Transfer; analyze same with L. Whetstone and L. Macdonald. Analyze hearing date and related correspondence regarding potential continuance.	1.00	465.00
05/19/16	John K. Londot	Revision of reply to motion to strike affirmative defenses.	5.50	2970.00

05/19/16	Lindsay L. MacDonald	Continue to draft Colorado motion to transfer. Conduct research for use in Kentucky Response to Motion to Quash Subpoena. Complete review of portions of Takigiku's deposition to determine what pages need to be sent to opposing counsel for permission to file.	5.40	1458.00
05/19/16	Michael Moody	Research for reply to response to motion to strike affirmative defenses.	3.80	1520.00
05/19/16	Michael Moody	2 hours write off bill- give timekeeper credit for this time per BAB Prepare draft reply to motion to strike affirmative defenses. Research for same.	2.00	800.00
05/19/16	Kelly A. Terribile	Messages regarding proposed stipulation on Takigiku termination; messages regarding hearing on motion to transfer (Colorado); review prior pleadings and update case summary regarding same; review Takigiku reply to Charleston's affirmative defenses and revise case summary regarding same; add recently produced documents to key documents binder; review Rule 26 regarding experts; messages regarding hearing on stipulation proposed by court in its order; phone conference B. Berry regarding same.	2.20	1584.00
05/19/16	Jennifer Thomson	Review and analysis of case documents in connection with filing/service in Kentucky action of Plaintiff's Motion to Transfer Motion to Quash Subpoenas Issued to Biologic, PrimeDP, Bexion, and M. Van Gilse and Incorporated Memorandum of Law.	1.80	468.00
05/19/16	Lauren R. Whetstone	Call with Charlie Bridgmon; draft motion for extension to reply to motion to strike affirmative defenses; draft proposed order; finalize motion in Kentucky to transfer; draft proposed order granting same.	4.50	1800.00
05/20/16	Bridget A. Berry	Correspond with C. Bridgmon re: stipulation and status conference and follow up with client; attend telephonic status conference in Kentucky proceedings; review paperless order setting status conference for Monday, 5/23/16, in USDC, Southern District of Florida (main case); confer with client; confer with GT Ft. Lauderdale attorneys familiar with Judge Cohn; plan and prepare for status conference; review Reply Memorandum of Law in Further Support of Motion to Quash Subpoena to N. Ferry and Declaration of A. Hornbach and analysis re: New York proceedings; follow up re: A. Hornbach suggested SHDS motion to change date of hearing in Colorado; follow up re: filing of papers in Colorado	6.50	4225.00
05/20/16	Timothy E. Di Domenico	Calls to court; download reply papers and email to L. Whetstone and B. Berry; research J. Furman rules. Draft letter-motion to Furman.	1.00	740.00

05/20/16	Glenn E. Goldstein	ANALYSIS/STRATEGY review case status and strategy issues with Bridget Berry, including preparation for 5/23 status conference before the court.	0.40	280.00
05/20/16	Phillip H. Hutchinson	Attention to privilege issues.	0.60	357.00
05/20/16	Jeffrey M. Lippa	Review, revise and file Motion to Transfer subpoena dispute; analyze same with L. Whetstone and L. Macdonald. Review, revise and file Corporate Disclosure and Notice of Related Cases.	0.90	418.50
05/20/16	Lindsay L. MacDonald	Complete Colorado Motion to Transfer. Prepare corporate disclosure statement and notice of related cases for Colorado. Review and analyze local rules in all districts regarding filing notice of related cases. Compose and send email to B. Berry and L. Whetstone with findings. Begin to draft Ohio Motion to Transfer.	5.00	1350.00
05/20/16	Jason Temple	Conference call with Robert Kane to isolate and tag all documents in Relativity for a final review to be produced and tag all privilege documents to be exported for a privilege log.	0.40	80.00
05/20/16	Kelly A. Terribile	Messages regarding proposed deferral of call with Takigiku counsel and/or court regarding stipulation suggested by court; message regarding documents; message regarding Takigiku counsel message regarding SIDIS related discovery (motion to transfer) and "clarification" on Court's order; message regarding E.D. KY District Court order for hearing on Van Gilse motion to quash; messages regarding hearing with Court on Monday; message regarding E.D. KY hearing and strategy on motions to quash and motions to transfer with respect to SIDIS and affiliates subpoenas; message regarding Perrey reply in support of motion to quash.	0.70	504.00
05/20/16	Jennifer Thomson	Review and analysis of Kentucky Local Rules relating to Notice of Related Cases.	0.60	156.00
05/20/16	Jennifer Thomson	Review and analysis of exhibits relating to Plaintiff's Motion to Transfer Motion to Quash re: non-party subpoenas to SIDIS and Tidhar Sadeh.	1.30	338.00
05/20/16	Jennifer Thomson	Review and analysis of Plaintiff's Rule 7.1 Disclosure Statement filed in Kentucky.	0.40	104.00
05/20/16	Jennifer Thomson	Review and analysis of Plaintiff's Motion to Transfer Motion to Quash Third-Party Subpoenas to Bexion, BIOLOGIC, Prime DP, and M. Van Gilse.	0.80	208.00
05/20/16	Lauren R. Whetstone	Prepare for conference hearing before Kentucky court; participate in hearing before Kentucky court; revise and draft Colorado motion to transfer motion to quash; draft notice of pendency of other actions in Colorado, and corporate disclosure statement.	4.20	1680.00
05/21/16	Bridget A. Berry	Prepare for "status conference" before Judge Cohn.	3.50	2275.00
05/21/16	Robert R. Kane	Continued final review and analysis of second document production from ESI and applied all necessary redactions to same.	4.20	1659.00

05/22/16	Bridget A. Berry	Prepare for status conference; multiple communications with G. Goldstein, K. Terribile and G. Scott re: status conference and strategy; review and revise reply in support of motion to strike affirmative defenses	2.40	1560.00
05/22/16	Glenn E. Goldstein	Prepare for 5/23 status conference, review order denying motion to strike, case/hearing outline (containing emails exchanged with opposing counsel, select portions of pleadings and select documents) and local rules, and exchange emails with Bridget Berry regarding same	1.50	1050.00
05/22/16	Kelly A. Terribile	Messages regarding status conference with Court on Monday; messages regarding draft outline for status conference and comments to same; messages regarding strategy for status conference; review draft outline and revisions to same; message regarding Takigiku failure to read and revised case summary.	1.00	720.00
05/22/16	Jennifer Thomson	Review and analysis of court filings in Kentucky, Ohio, Colorado, and New York jurisdictions relating to Non-Party SIDIS Subpoenas and remaining action items.	2.60	676.00
05/22/16	Lauren R. Whetstone	Review motion to strike affirmative defenses and defendant's response; draft reply in support of motion.	3.90	1560.00
05/23/16	Bridget A. Berry	Prepare for and participate in Status Conference before Judge Cohn; review and respond to correspondence from J. Long re: status conference; follow up re: continuance of hearing in Denver; draft proposed Stipulation; review correspondence from A. Hornbach re: refusal to agree to reschedule Colorado hearing and follow up to prepare for hearing; review and revise reply memorandum	8.80	5720.00
05/23/16	Troy A. Eid	Prepare for SIDIS Motion to Quash hearing.	1.30	845.00
05/23/16	Glenn E. Goldstein	Final preparation for, and attend status conference hearing before the court; confer with Bridget Berry regarding case strategy issues in light of results of hearing; review and provide comments to draft stipulation of fact and conclusions of law, review select portions of documents and pleadings, review comments to stipulation from attorney Scott, and review and exchange emails with Bridget Berry regarding same; review and provide comments to draft footnote for reply brief in support of plaintiff's motion to strike defendants' affirmative defenses	3.20	2240.00
05/23/16	Jeffrey M. Lippa	Correspond with L. Whetstone and T. Eid to prepare for upcoming motions hearing. Review Response to Motion to Quash in related case.	0.80	372.00

05/23/16	Lindsay L. MacDonald	Continue to draft Ohio motion to transfer. Prepare Ohio corporate disclosure. Conduct research for use in Ohio motion to transfer. Review and analyze S.D. Ohio local rules to ensure that proper procedure is followed when filing Motion to Transfer. Correspond via telephone with judge's clerk to confirm proper procedure for filing exhibits. Confer with L. Whetstone regarding procedure for filing. Review and analyze New York Response to motion to transfer filed by Nigel Ferrey.	6.00	1620.00
05/23/16	Kelly A. Terribile	Messages regarding outline for status conference; messages regarding call to discuss same; review and revise responses to third request for admissions; message regarding revised responses to third request for admissions; phone conference B. Berry regarding status conference with the Court, proposed stipulation and strategy; message Takigiku's counsel regarding stipulation and allegedly mooted discovery; messages regarding draft response to motion to strike; message regarding draft stipulation.	1.30	936.00
05/23/16	Jennifer Thomson	Review and analysis of Charleston's Responses to Defendant's Third Request for Admissions in preparation for filing and service re: same.	1.10	286.00
05/23/16	Jennifer Thomson	Review and analysis of upcoming case-related deadlines relating to preparation of draft Motion for Extension of Time to Comply with Certain Pretrial Deadlines and proposed order re: same.	2.20	572.00
05/23/16	Jennifer Thomson	Review and analysis of case documents in preparation for draft Unopposed Motion for Enlargement of Time to File Response to MOtion to Quash Subpoenas Issued to C. LeCroix and D. Reuscher.	2.10	546.00
05/23/16	Jennifer Thomson	Review and analysis of case documents in preparation for filing/service in Ohio action of Plaintiff's Motion to Transfer C. LeCroix and D. Reuscher's Motion to Quash Subpoenas.	1.70	442.00
05/23/16	Lauren R. Whetstone	Draft and revise letter to NY District Court Judge re: setting hearings on N. Ferrey's motion to quash; correspondence re: Ohio motion to quash, and Ohio motion to transfer; revise reply in support of motion to strike affirmative defenses; draft motion for enlargement of time to file response in Ohio district court; prepare for hearing before Judge Kane in Colorado; revise motion to transfer in Ohio.	7.40	2960.00
05/23/16	Thomas L. Woodman	Review and attend to filing Motion for Enlargement of Time; telephone calls with Laura Whetstone re same; attn. to filing in Ohio and local rule compliance.	1.20	990.00

05/24/16	Bridget A. Berry	Multiple communications relating to stipulation; prepare for SDIS hearing re:motion to transfer and motion to quash; review and revise Charleston's reply to Takigiku's response to motion to strike affirmative defenses; confer with K. Terribile re:reply; confer with G. Goldstein re:strategy on stipulation	12.00	7800.00
05/24/16	Bridget A. Berry	Travel to Denver -NO CHARGE	5.00	1300.00
05/24/16	Timothy E. Di Domenico	Draft letter to the Court seeking extension of return date; prepare pro hac motion and proposed order; prepare analysis regarding reply on motion to transfer and return date extension.	2.70	1998.00
05/24/16	Troy A. Eid	Prepare for SDIS hearing.	1.80	1170.00
05/24/16	Glenn E. Goldstein	Conference call with client and co-counsel regarding case status and strategy issues; review multiple "meet and confer" emails exchanged between Bridget Berry and attorney Long regarding stipulation of certain case issues, review and provide comments to revised draft of stipulation regarding same; Charleston's second amended complaint, Takigiku's answer, affirmative defenses and counterclaim, and Charleston's answer and affirmative defenses to counterclaim and research issues; confer with Bridget Berry regarding case issues	3.60	2520.00
05/24/16	Jeffrey M. Lippa	Plan and prepare for motions hearing with T. Eid and B. Berry. Review opposition to Motion to Transfer.	0.70	325.50
05/24/16	Lindsay L. MacDonald	Participate in call with Client regarding SDIS discovery. Begin to draft Ohio Response to Motion to Quash. Retrieve and organize Motion to Transfer case law for B. Berry in preparation for Colorado hearing. Revise Ohio corporate disclosure.	7.10	1917.00
05/24/16	Harriet McConnell	Analyze the requirements for practice in the District of Colorado by an out of state attorney- NO CHARGE	0.00	37.50
05/24/16	Jason Temple	Per the request of Robert Kane assist in running searches in Relativity for all responsive and privilege documents. The search results were exported to an excel worksheet for the start of a privilege log.	0.20	40.00
05/24/16	Kelly A. Terribile	Message G. Scott regarding stipulation and strategy and comments to draft stipulation; review revised draft stipulation; message regarding revised reply in support of motion to strike; message regarding filed reply in support of motion to strike; message regarding review of reply in support of motion to strike; phone conference G. Scott and CT team regarding stipulation and SDIS discovery.	1.90	1368.00
05/24/16	Jennifer Thomson	Email to G. Scott attaching additional ESI documents for review and comment.	0.60	156.00

05/24/16	Lauren R. Whetstone	Conference call with client and GT Team; draft response to motion to quash filed in Ohio; strategy re: motion for extension of trial deadlines; call with Colorado Court clerk re: hearing; draft motion for extension of pretrial deadlines; draft pro hac vice application for B. Berry in Kentucky; draft response to motion to quash in Kentucky.	6.40	2560.00
05/24/16	Thomas L. Woodman	Review Motion to Transfer, Rule 7.1 Disclosure Statement, Motion for Extension of Time.	2.30	1897.50
05/25/16	Bridget A. Berry	Prepare for and participate in SIDIS hearing in Denver, Colorado; confer with opposing counsel; confer with client; follow up relating to various outstanding issues.	12.00	7800.00
05/25/16	Bridget A. Berry	Travel from Denver- NO CHARGE	6.00	3900.00
05/25/16	Troy A. Eid	Prepare for and participate in hearing by U.S. District Court Judge John Kane, conferring with opposing counsel and client to negotiate stipulation and enter it into the record.	7.80	5070.00
05/25/16	Glenn E. Goldstein	Continued review of pending pleadings, motions and other filings regarding case status and strategy issues; further review of draft of proposed case stipulation; review email from attorney Scott regarding case issues	1.80	1260.00
05/25/16	Phillip H. Hutchinson	Attention to transmittal letter.	0.50	297.50
05/25/16	Jeffrey M. Lippa	Assist B. Berry and T. Eid with hearing preparation and efforts to execute stipulation regarding scope of subpoena.	0.30	139.50
05/25/16	Lindsay L. MacDonald	Complete Ohio Response to Motion to Quash. Review and analyze email correspondence regarding Colorado hearing. Correspond via telephone with B. Berry regarding outcome of Colorado hearing.	4.00	1080.00
05/25/16	Jennifer Thomson	Review and analysis of upcoming case deadlines and action items pursuant to entry of Colorado Stipulation relating to non-party SIDIS discovery.	1.20	312.00
05/25/16	Lauren R. Whetstone	Draft response in opposition to LeCroix and Reuscher motion to quash; correspondence re: pro hac vice applications in NY and Kentucky;confer with B. Berry and correspondence and strategy re: stipulation for SIDIS documents, per Colorado court's ruling; strategy re: other motions to quash.	4.00	1600.00
05/26/16	Bridget A. Berry	Review order on Charleston Motion to Strike Takigiku Affirmative Defenses; correspondence with A. Hornbach re: agreement and SIDIS obligations; multiple communications with client; analysis re: ESI status and strategy; review and revise Motion for Extension to comply with certain pretrial deadlines; confer with G. Goldstein re: strategy; analysis re: Takigiku apparent failure to comply with Takigiku discovery obligations as reflected in his deposition testimony; review J. Long correspondence objecting to extension of deadlines; draft stipulations re: SIDIS discovery	4.30	2795.00

05/26/16	Troy A. Eid	Participate in communication with opposing counsel regarding documents to be produced by opposing counsel pursuant to yesterday's stipulation and partial granting by the Court of motion to quash.	0.60	390.00
05/26/16	Glenn E. Goldstein	Review results of 5/25 discovery hearing in CO with Lauren Whetstone; review order on Charleston's motion to strike Takigiku's affirmative defenses, further review of affirmative defenses regarding same; review and provide comments to multiple drafts of Charleston's motion to extend certain pretrial deadlines; further review of draft of proposed stipulation as to certain case issues	1.60	1120.00
05/26/16	Phillip H. Hutchinson	Attention to defendant testimony re: steps taken to obtain ESI and re:defendant's failure to satisfy discovery obligation.	1.00	595.00
05/26/16	Phillip H. Hutchinson	Draft letter to opposing counsel re: Document production	0.50	297.50
05/26/16	Robert R. Kane	Conference with GT team regarding outstanding discovery issues, SIDIS strategy/Complaint, and other strategy issues moving forward to trial.	0.60	237.00
05/26/16	Robert R. Kane	Meeting with P. Hutchinson re: status of Charleston ESI and strategy against Takigiku related to his ESI obligations; e-mail to G. Scott regarding status of additional ESI production. Review and analysis of R. Takigiku's deposition transcript to provide support in letter to J. Long and C. Bridgmon that Defendant did not conduct necessary searches for ESI.	1.10	434.50
05/26/16	Robert R. Kane	Communications with George Scott regarding Defendant's reply to our affirmative defenses.	0.20	79.00
05/26/16	Robert R. Kane	Revisions and edits to Charleston's Motion for Extension of Time to Comply with Certain Pretrial Deadlines.	0.50	197.50
05/26/16	Lindsay L. MacDonald	Complete draft of renewed Motion to compel. Review and analyze Motion for Extension of Time. Provide feedback to L. Whetstone- NO CHARGE	5.10	1377.00
05/26/16	Jennifer Thomson	Review and analysis of Order Granting in Part and Denying in Part Plaintiff's Motion to Strike Affirmative Defenses and analysis of Defendant's affirmative defenses; prepare email re: same for review by trial team and client.	1.60	416.00
05/26/16	Jennifer Thomson	Review and analysis of upcoming court deadlines and case team action items; update case team action item summary;assist in preparation of draft motion for extension of time to comply with certain pretrial deadlines and proposed order re:same.	3.60	936.00
05/26/16	Lauren R. Whetstone	Correspondence re: stipulation entered in Colorado court; correspondence with NY counsel re: pro hac vice application and hold on proceedings given Colorado court stipulation; correspondence from opposing counsel re: motions to quash; draft renewed motion to compel - NO CHARGE	3.00	1200.00

05/26/16	Lauren R. Whetstone	Revise motion for extension per comments from G. Goldstein; correspondence re: same; draft proposed order for motion for extension; correspondence with opposing counsel conferring re: motion for extension.	3.20	1280.00
05/27/16	Bridget A. Berry	Analysis re: apparently missed deadline for R. Takigiku to respond to Charleston Interrogatories and Requests for Admission; Confer with T. Eid; prepare for conference call with client; analysis re: ESI issues; conference call with client; prepare for meet and confer conference with J. Long; correspondence with J. Long re: stipulation and conference; participate in meet and confer conference re: stipulation; follow up with J. Long re: Takigiku discovery responses; review discovery responses; confer with A. Hornbach re: SIDIS discovery; analysis re: Renewed Motion to Compel Takigiku discovery responses; prepare stipulations for each jurisdiction re: SIDIS discovery; receive and review order granting motion for extension of time and extending trial date and other trial deadlines; follow up.	5.20	3380.00
05/27/16	Troy A. Eid	Edit Stipulation of Dismissal and confer with opposing counsel regarding search for requested document, including proposing independent data consultant.	1.00	650.00
05/27/16	Glenn E. Goldstein	Prepare for, and participate in "meet and confer" conference call with Bridget Berry to opposing counsel, attorney Long, regarding proposed case stipulation and other pending case issues, review multiple updated drafts of case stipulation regarding same; review Takigiku's responses to Charleston's request for admissions and interrogatories; confer with Bridget Berry regarding all of the foregoing, and other case status and strategy issues, continued review of pending pleadings, motions and other filings, and documents regarding same; review court order extending various case deadlines	3.90	2730.00
05/27/16	Phillip H. Hutchinson	Attention to communications with defense counsel re: insufficient discovery response.	0.50	297.50
05/27/16	Robert R. Kane	Conference call with GT team and George Scott re: ongoing discovery matters and strategy; conference with B. Berry re: strategy; attended conferral call with J. Long re: stipulation and Takigiku's collection of ESI; communication with J. Long re: Takigiku's responses to first set of interrogatories and request for admissions.	2.00	790.00
05/27/16	Robert R. Kane	Began drafting privilege log.	6.00	2370.00
05/27/16	Lindsay L. MacDonald	Strategize with Client and team regarding status of case and outstanding items. Revise renewed motion to compel. Prepare stipulations of dismissal for Kentucky and Ohio. Strategize with R. Kane regarding Motion to Compel deposition testimony of Takigiku.	2.70	729.00

05/27/16	Jennifer Thomson	Review and analysis of upcoming case deadlines in connection with Amended Scheduling Order Granting Plaintiff's Motion for Extension of Time to Comply with Certain Pretrial Deadlines.	1.10	286.00
05/27/16	Lauren R. Whetstone	Revise renewed motion to compel- NO CHARGE	1.00	400.00
05/27/16	Lauren R. Whetstone	Call with client re: strategy proceeding forward, outstanding items; correspondence re: stipulations for dismissal of motions to quash; correspondence with Kentucky counsel re: order from Judge on pro hac vice, and stipulation of dismissal; attention to order granting motion for extension of pretrial deadlines.	2.60	1040.00
05/28/16	Lindsay L. MacDonald	Begin to review Takigiku deposition to determine testimony to be compelled.	0.70	189.00
05/30/16	Glenn E. Goldstein	Further review of pending pleadings, motions and other filings, and further review of latest draft of proposed case stipulation regarding case status and strategy issues	1.20	840.00
05/31/16	Timothy E. Di Domenico	Confer with C. Schaeffer and West Palm office regarding filing of stipulation of dismissal.	0.20	148.00
05/31/16	Glenn E. Goldstein	Review and provide comments to multiple further revised drafts of proposed case stipulation; further review of Takigiku's responses to Charleston's request for admissions and interrogatories served on 5/27, and review Takigiku's amended responses to certain requests for admissions served on 5/31; further review of pleadings, motions, other filings and amended scheduling order regarding case issues	1.90	1330.00
05/31/16	Phillip H. Hutchinson	Attention to production of latest ESI.	0.50	297.50
05/31/16	Robert R. Kane	Strategy call with B. Berry and G. Scott; Review and analysis of deposition transcript of R. Takigiku to determine whether we need to compel deposition answers; e-mail to G. Scott with highlighted portions of R. Takigiku transcript to confirm strategy on motion to compel deposition answers.	1.00	395.00
05/31/16	Robert R. Kane	Continued drafting privilege log.	2.50	987.50
05/31/16	Lindsay L. MacDonald	Complete review of Takigiku deposition to determine testimony to be compelled.	2.20	594.00
05/31/16	Jason Temple	Per the request of Jennifer Thomson assist in running searches for Series B documents in Relativity.	0.40	80.00
05/31/16	Jennifer Thomson	Attention to Stipulations of Dismissal in Kentucky, Ohio and New York actions relating to Coloration stipulation in connection with non-party SIDS discovery.	2.40	624.00
		Total Time:	730.90	
		Total Fees:		$ 348,122.50

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
01/06/16	VENDOR: Berry, Bridget A. INVOICE#: 128262630622l108 DATE: 6/22/2016 Parking; 01/06/16 - Parking for Scheduling Conference in Fort Lauderdale	$	10.00
02/09/16	VENDOR: JAMS Inc - ACH INVOICE#: 0003661317-460 DATE: 2/9/2016 Re: Charleston Laboratories Inc. vs. Takigiku, Raymond Dr.	$	-2,775.00
04/19/16	VENDOR: Empire Discovery LLC INVOICE#: INV010664 DATE: 4/19/2016 Job ED010903 - EDD: Media Formatting, ESI Processing	$	114.20
04/29/16	VENDOR: Empire Discovery LLC INVOICE#: INV010729 DATE: 4/29/2016 Job ED010910 - EDD: Branding/Endorsing Number, Media Formatting, EDD Tech Time	$	471.86
04/29/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087977 DATE: 5/6/2016 Tkt. No. 00 67733855627 - Berry/Bridget Air/Rail Travel on 05/02/2016: FLL CVG	$	426.10
04/29/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087977 DATE: 5/6/2016 Tkt. No. 89 00665012392 - Berry/Bridget Air/Rail Travel on 01/00/1900; Travel agency service fee	$	25.00
04/29/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087977 DATE: 5/6/2016 Tkt. No. 00 67733855628 - Kane/Robert Air/Rail Travel on 05/02/2016: FLL CVG	$	426.10
04/29/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087977 DATE: 5/6/2016 Tkt. No. 89 00665012393 - Kane/Robert Air/Rail Travel on 01/00/1900: Travel agency service fee	$	25.00
04/30/16	VENDOR: Empire Discovery LLC INVOICE#: INV010749 DATE: 4/30/2016 Job ED010981 - EDD: OCR Non-Extractable Text Documents, Pre-Culling, Media Formatting	$	914.93
05/01/16	WestlawNext Research by KANE III,ROBERT R.	$	56.40
05/02/16	VENDOR: Kane, Robert R. INVOICE#: 122853380511l112 DATE: 5/11/2016 Lunch: 05/02/16 - Deposition of Takigiku; Merchant: Great American Bagel	$	13.66
05/02/16	VENDOR: Berry, Bridget A. INVOICE#: 1233846205201015 DATE: 5/20/2016 Lunch; 05/02/16 - Attend deposition of Ray Takigiku; Merchant: Picnic - Ft. Laud Airport	$	8.99
05/02/16	VENDOR: Berry, Bridget A. INVOICE#: 1233846205201015 DATE: 5/20/2016 Lodging: 05/02/16 - Attend deposition of Ray Takigiku	$	328.95
05/02/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087977 DATE: 5/6/2016 Tkt. No. 00 67733855637 - Berry/Bridget Air/Rail Travel on 05/03/2016: CVG ATL PBI	$	191.60
05/02/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087977 DATE: 5/6/2016 Tkt. No. 89 00665343721 - Berry/Bridget Air/Rail Travel on 01/00/1900: Travel agency service fee	$	25.00
05/02/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087977 DATE: 5/6/2016 Tkt. No. 00 67733855640 - Kane/Robert Air/Rail Travel on 05/03/2016: CVG ATL FLL	$	434.60
05/02/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200087977 DATE: 5/6/2016 Tkt. No. 89 00665343723 - Kane/Robert Air/Rail Travel on 01/00/1900: Travel agency service fee	$	25.00

05/03/16	VENDOR: Berry, Bridget A. INVOICE#: 1233846205201015 DATE: 5/20/2016 Meals Other; 05/03/16 - Attend deposition of Ray Takigiku; Merchant: Caribou Coffee - Atlanta Airport	$	8.25
05/03/16	VENDOR: Kane, Robert R. INVOICE#: 1228533805111112 DATE: 5/11/2016 Copy/Printing/Duplicating; 05/03/16 - Deposition of Takigiku; Merchant: FedEx	$	102.50
05/03/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008096 DATE: 5/3/2016 served on: Oleg v. Kitaev	$	146.07
05/03/16	VENDOR: Kane, Robert R. INVOICE#: 1228533805111112 DATE: 5/11/2016 Toll; 05/03/16 - Deposition of Takigiku	$	30.00
05/03/16	VENDOR: Berry, Bridget A. INVOICE#: 1233846205201015 DATE: 5/20/2016 Car Service/Taxi; 05/03/16 - Attend deposition of Ray Takigiku	$	20.00
05/04/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008097 DATE: 5/4/2016 served on: Tidhar Sadeh	$	177.75
05/04/16	WestlawNext Research by KANE III,ROBERT R.	$	109.80
05/06/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008098 DATE: 5/6/2016 Re State of Florida Standard Service Fee Served on 5/6/2016 to Michael George Ferrey	$	106.31
05/11/16	WestlawNext Research by KANE III,ROBERT R.	$	56.40
05/12/16	Lexis Charges: 05/12/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	40.25
05/12/16	WestlawNext Research by MACDONALD,LINDSAY.	$	29.70
05/13/16	Lexis Charges: 05/13/16 LEXIS LEGAL SERVICES Requested by WEBER, JULIE Ref: 155480.010200	$	6.61
05/13/16	Lexis Charges: 05/13/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	46.00
05/13/16	WestlawNext Research by MACDONALD,LINDSAY.	$	29.70
05/13/16	WestlawNext Research by DI DOMENICO,TIMOTHY E.	$	331.30
05/14/16	Lexis Charges: 05/14/16 PREMIUM NEWS SERVICE Requested by WHETSTONE, LAUREN Ref: 155480.010200	$	17.25
05/15/16	Lexis Charges: 05/15/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	57.50
05/15/16	WestlawNext Research by MACDONALD,LINDSAY.	$	29.70
05/16/16	Lexis Charges: 05/16/16 MATTHEW BENDER SERVICE Requested by AGNO, KATHLEEN Ref: 155480.010200	$	111.04
05/17/16	Lexis Charges: 05/17/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	16.50
05/17/16	Lexis Charges: 05/17/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	74.75
05/18/16	Lexis Charges: 05/18/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	5.75
05/18/16	WestlawNext Research by KANE III,ROBERT R.	$	100.40
05/19/16	Lexis Charges: 05/19/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	63.25
05/19/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008095 DATE: 5/19/2016 served on George Casimir Malachowski	$	100.32
05/19/16	WestlawNext Research by MACDONALD,LINDSAY.	$	29.70

05/20/16	VENDOR: Wright Express Financial Services Corpor INVOICE#: 00053116181 DATE: 5/31/2016 Admission to USDC Colorado; Us Court-Dist Of Co on 5/20/2016 (Unique ID# YQLSGI3TVX39CAB7VA)	$	211.00
05/23/16	VENDOR: Berry, Bridget A. INVOICE#: 1276039506131150 DATE: 6/13/2016 Meals Other; 05/23/16 - Court Ordered Status Conference in Fort Lauderdale; Merchant: Dunkin Donuts	$	3.17
05/23/16	Lexis Charges; 05/23/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	11.50
05/23/16	VENDOR: Berry, Bridget A. INVOICE#: 1276039506131150 DATE: 6/13/2016 Parking; 05/23/16 - Court Ordered Status Conference in Fort Lauderdale	$	16.00
05/23/16	WestlawNext Research by MACDONALD,LINDSAY.	$	9.80
05/24/16	VENDOR: Berry, Bridget A. INVOICE#: 1276128106151124 DATE: 6/15/2016 Meals Other; 05/24/16 - Attend deposition of Oleg Kitaev/and attend hearing; Merchant: Walgreens	$	6.07
05/24/16	VENDOR: Berry, Bridget A. INVOICE#: 1276128106151124 DATE: 6/15/2016 Dinner; 05/24/16 - Attend deposition of Oleg Kitaev/and attend hearing; Merchant: MAD Greens	$	11.45
05/24/16	VENDOR: Berry, Bridget A. INVOICE#: 1282602606221108 DATE: 6/22/2016 Meals Other; 05/24/16 - Attend deposition and hearing in Colorado; Merchant: Starbucks	$	8.11
05/24/16	Lexis Charges; 05/24/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	80.50
05/24/16	VENDOR: Berry, Bridget A. INVOICE#: 1282602606221108 DATE: 6/22/2016 Car Service/Taxi; 05/24/16 - Attend deposition and hearing in Colorado	$	2.60
05/24/16	VENDOR: Berry, Bridget A. INVOICE#: 1276128106151124 DATE: 6/15/2016 Computer Supplies; 05/24/16 - Attend deposition of Oleg Kitaev/and attend hearing; Merchant: Walgreens	$	26.90
05/24/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088833 DATE: 6/3/2016 Tkt. No. 01 67822501430 - Berry/Bridget Air/Rail Travel on 05/24/2016: FLL DEN	$	218.10
05/24/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088833 DATE: 6/3/2016 Tkt. No. 89 00665560629 - Berry/Bridget Air/Rail Travel on 01/00/1900: Travel agency service fee	$	25.00
05/24/16	VENDOR: Berry, Bridget A. INVOICE#: 1276128106151124 DATE: 6/15/2016 Car Service/Taxi; 05/24/16 - Attend deposition of Oleg Kitaev/and attend hearing	$	2.60
05/24/16	WestlawNext Research by MACDONALD,LINDSAY.	$	9.80
05/24/16	WestlawNext Research by DI DOMENICO, TIMOTHY E.	$	160.94
05/25/16	VENDOR: Berry, Bridget A. INVOICE#: 1276128106151124 DATE: 6/15/2016 Meals Other; 05/25/16 - Attend deposition of Oleg Kitaev/and attend hearing; Merchant: Caribou Coffee	$	4.37

05/25/16	VENDOR: Berry, Bridget A. INVOICE#: 1276128106151124 DATE: 6/15/2016 Dinner; 05/25/16 - Attend deposition of Oleg Kitaev/and attend hearing; Merchant: Chef Jimmy's DIA	$	21.81
05/25/16	Lexis Charges; 05/25/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	40.25
05/25/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088833 DATE: 6/3/2016 Tkt. No. 00 67822501440 - Berry/Bridget Air/Rail Travel on 05/25/2016; DEN ATL PBI	$	1,076.60
05/25/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088833 DATE: 6/3/2016 Tkt. No. 89 00665560636 - Berry/Bridget Air/Rail Travel on 01/00/1900; Travel agency service fee	$	25.00
05/25/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200088833 DATE: 6/3/2016 Tkt. No. 89 00665560637 - Berry/Bridget Air/Rail Travel on 01/00/1900; Travel agency service fee	$	25.00
05/25/16	VENDOR: Berry, Bridget A. INVOICE#: 1276128106151124 DATE: 6/15/2016 Lodging; 05/25/16 - Attend deposition of Oleg Kitaev/and attend hearing	$	572.60
05/27/16	VENDOR: Empire Discovery LLC INVOICE#: INV011034 DATE: 5/27/2016 Job ED011263 - EDD: Branding/ Endorsing Number, Tech Time, Processing to TIFF	$	210.68
05/31/16	VENDOR: Empire Discovery LLC INVOICE#: INV011267 DATE: 5/31/2016 Job ED011190 - Web Hosting: Relativity Monthly Hosting, User Fees, Project MGMT Hours	$	543.95
06/03/16	VENDOR: Hinrichs, Padma G. INVOICE#: 06212016 DATE: 6/3/2016 Charleston Laboratories v. Takigki	$	2,160.00
	Total Expenses:	$	8,052.99

GT GreenbergTraurig

Invoice No.: 4284952
File No. : 155480.010200
Bill Date : September 2, 2016

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through June 30, 2016:

	$	235,238.50
Less Courtesy Discount:	$	(35,285.77)
Total Fees:	$	199,952.73

Expenses:

Business Meals	107.15
Deposition/Court Reporters	4,131.55
Local Travel	4.00
Messenger/Courier Services	45.00
Off-site Printing and Copying Charges	632.50
Other Charges	11.50
Parking Charges	104.00
Professional & Legal	2,160.00
Service Company Charges	3,406.85
Special Clerical Services	12.38
Subpoenas	446.45
Transcript Charges	2,275.85
Travel and Lodging Out of Town	3,038.60
UPS Charges	17.56

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 37

GT GreenbergTraurig

Invoice No.: 4284952
File No. : 155480.010200

Information and Research	2,015.51		
Total Expenses:		$	18,408.90
Current Invoice:		**$**	**218,361.63**

BAB:LMH
Tax ID: 59-1270754

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
06/01/16	Bridget A. Berry	Analysis re: pretrial deadlines; confer with G. Scott re: outstanding matters; analysis re: Empire Discovery and ESI issues; follow up re: stipulation with Takigiku; analysis re: errata sheet and confidentiality designations to P. Bosse deposition transcript; read correspondence from Kentucky co-counsel re: stipulation of dismissal; confer with K. Terribile re: P. Bosse testimony; telephone conference re: P. Bosse errata sheet;	4.80	3120.00
06/01/16	Glenn E. Goldstein	Continued review of case status and strategy issues, further review of select portions of pleadings, motions and written discovery responses, and review latest draft of proposed case stipulation regarding same	1.80	1260.00
06/01/16	Robert R. Kane	Detailed review and analysis of Paul Bosse's deposition transcript in preparation for drafting errata sheet; Drafted errata sheet; communication with G. Scott re proposed edits to errata sheet; finalized errata sheet in preparation for serving same; attended conference call with GT Team and G. Scott re final draft of errata sheet before serving same.	5.00	1975.00
06/01/16	Kelly A. Terribile	Messages regarding order granting/denying in part motion to strike affirmative defenses; review same; review and revise case summary regarding same; message regarding updated to do list; review same; messages regarding motion for extension; review same; message regarding amended scheduling order entered by the court; review same; messages regarding current draft of case summary; review relevant provisions of Article 8 of UCC regarding share transfers and requirements therefore; review Delaware case law regarding same; review and revise case summary regarding same; messages regarding P. Bosse errata sheet; message regarding Takigiku amended response to Charleston's first request for admission; messages regarding P. Bosse transcript and errata sheet; phone conference B. Berry and R. Kane regarding P. Bosse transcript errata sheet and extension of trial; review P. Bosse transcript; review and revise proposed errata sheet changes; messages regarding G. Scott changes to errata sheet; phone conference G. Scott and GT regarding errata sheet for P. Bosse deposition transcript.	8.30	5976.00
06/01/16	Jennifer Thomson	Revisions to P. Bosse errata sheet.	1.00	260.00

06/01/16	Lauren R. Whetstone	Correspondence with T. DiDomenico re: stipulation to dismiss New York motion to quash proceedings.	0.20	80.00
06/02/16	Bridget A. Berry	Revise stipulation; Email to J. Long re: stipulation and R. Takigiku deposition completion; address various outstanding issues with client; analysis re: affirmative defenses and matters to be addressed in completion of Takigiku deposition; continue follow up on ESI and strategy relating thereto.	3.20	2080.00
06/02/16	Glenn E. Goldstein	Review case status and strategy issues with Bridget Berry; review multiple emails exchanged with opposing counsel attorney, Long, and with client, attorney Scott, regarding proposed case stipulation and certain outstanding discovery issues, review revised draft of stipulation regarding same; further review of select portions of pleadings, documents and discovery, and amended scheduling order regarding all of the foregoing	1.60	1120.00
06/02/16	Robert R. Kane	Attention to e-mails with G. Scott regarding second ESI production, including e-mails with Charles Kaufmann, Bernies attorney; worked with J. Temple to locate all e-mails withheld on the basis of privilege with Charles Kaufmann in preparation for removal from privilege log, producing same and providing a copy to G. Scott; re-ran searches in Relativity to account for changes in production which included review/analysis of all documents with the name Kaufmann to ensure accurate production and privilege log; final complete review and analysis of production set and export of same.	6.00	2370.00
06/02/16	Jason Temple	Work with Robert Kane to run searches in Relativity and save the searches for review and production.	0.10	20.00
06/03/16	Bridget A. Berry	Analysis re: continuing ESI review and technical issues relating to production; communications with client re: documents; communications with A. Bost's office and participate in telephone conference with A. Bost and client: analysis re: stipulation with Takigiku and re: completion of discovery.	2.30	1495.00
06/03/16	Glenn E. Goldstein	Review select portions of pleadings and written discovery, select documents and latest version of case stipulation, all regarding case issues	1.20	840.00
06/03/16	Phillip H. Hutchinson	Attention to correspondence re: outstanding discovery issues.	0.40	238.00

06/06/16	Bridget A. Berry	Confer with client re: various issues including: confidentiality designations, conclusion of Takigiku deposition; analysis re: Colorado in-court stipulation with T. Hornbach and re: transcript; analysis re: discovery matters, including production of Board minutes, analysis re: Charleston ESI supplemental production; analysis re: Takigiku failure to produce ESI and failure to respond to P. Hutchinson's demand letter re: same and strategy, analysis re: engagement of expert and opinions to be given; review J. Long changes to stipulation (findings of fact/conclusions of law re: trigger events); draft detailed email to J. Long re: conclusion of Takigiku deposition; transmittal of supplemental ESI to Takigiku's counsel; telephone conference with client re: stipulation and other outstanding matters; follow up to notice Takigiku deposition; analysis of documents and draft correspondence to Takigiku's counsel in lieu of Takigiku discovery on Charleston's Series A stockholders; review dismissals re: SIDIS-related discovery.	6.30	4095.00
06/06/16	Glenn E. Goldstein	Review status and issues regarding client's supplemental ESI production, review emails from co-counsel and proposed email to opposing counsel, and review select documents regarding same; review and provide comments to revised drafts of case stipulation provided by opposing counsel, attorney Long, and then by Bridget Berry on 6/6, follow-up review of pleadings, and exchange emails with attorney Scott and attorney Berry regarding same; attend and participate in conference call with attorney Scott and Bridget Berry regarding all of the foregoing	2.20	1540.00
06/06/16	Phillip H. Hutchinson	Draft correspondence to Defendant's counsel re: ESI Production.	0.50	297.50
06/06/16	Robert R. Kane	Continued drafting privilege log; Legal research and analysis of case law in preparation for drafting section in Motion to Compel related to Takigiku's responses to interrogatory numbers 15 and 18; continued drafting section of Motion to Compel on Takigiku's answers to interrogatories to incorporate legal authority; conference with P. Hutchinson re supplemental document production and correspondence to opposing counsel re same; drafted cover letter to J. Long and C. Bridgmon re supplemental document production; attended conference with GT team and G. Scott re continued deposition of Ray, ESI production and stipulation.	8.40	3318.00

06/06/16	Jason Temple	Per the request of Robert Kane assist in running quality control on production documents and data produced from Relativity by Empire Discovery. The production bates range was CL-000861 - CL-004021.	0.70	140.00
06/06/16	Jason Temple	Per the request of Robert Kane assist in working with Empire Discovery to upload redacted production images into Relativity for review.	0.10	20.00
06/06/16	Kelly A. Terribile	Message regarding Schachtel attorney correspondence and production of same; revise case summary regarding same; messages regarding documents showing Takigiku execution of SRA and stockholders agreement; messages regarding confidentiality designations for P. Bosse deposition and exhibits; messages regarding expert witness and industry standards; messages regarding Takigiku counsel comments to proposed stipulation; messages regarding call to discuss same; messages regarding additional document production; messages regarding stipulation and dismissal of KY action.	0.70	504.00
06/06/16	Lauren R. Whetstone	Attention to correspondence re: deposition of Takigiku; correspondence re: transcript of stipulation on motions to quash third party subpoenas; correspondence and strategy re: expert witness testimony; attention to correspondence re: changes to stipulation; correspondence re: supplemental production of documents; review dismissal of Kentucky case re: subpoena.	0.70	280.00
06/07/16	Bridget A. Berry	Draft response to J. Long re: his changes to stipulation; analysis re: trial strategy; read and analyze J. Long email re: Takigiku deposition and confer with R. Kane re: same; confer with client re: continuation of Takigiku deposition and status on various other matters.	2.70	1755.00
06/07/16	Glenn E. Goldstein	Further work on issues regarding negotiation and preparation of case stipulation, review and provide comments to draft email response to attorney Long, review and provide comments to latest draft of proposed stipulation, and exchange emails with Bridget Berry and attorney Scott regarding same; review emails exchanged with attorney Long regarding the continuation of the deposition of Dr. Takigiku; review draft of notice of taking continued deposition of Dr. Takigiku; review status of outstanding discovery issues with Bobby Kane, review written discovery regarding same	1.80	1260.00
06/07/16	Phillip H. Hutchinson	Attention to incomplete discovery response from defendant.	0.70	416.50

06/07/16	Robert R. Kane	Continued drafting privilege log (28 Pages); Included cross-references to Womble privilege log to confirm consistency.	8.00	3160.00
06/07/16	Robert R. Kane	Attention to e-mails regarding the continued deposition of R. Takigiku, as well as the continued deposition of P. Bosse.	0.40	158.00
06/08/16	Bridget A. Berry	Read C. Bridgmon response to P. Hutchinson letter re: Takigiku failure to comply with ESI discovery obligations, confer with P. Hutchinson re: strategy; read email response from J. Long re: stipulation and multiple emails with team re: stipulation and negotiations; telephone conference with client and team; analysis of pretrial deadlines and plan and prepare for dispositive pretrial motions and motions to exclude evidence, motion(s) in limine, including issues relating to second paragraph of 3/19 and 3/26/10 letters and Stock Redemption and Settlement Agreement and Stock Power; draft response to J. Long and prepare for conferral on 6/9; confer with R. Kane re: privilege log;	4.40	2860.00
06/08/16	Glenn E. Goldstein	Continued work on issues regarding negotiation of case stipulation, review emails from attorney Long containing his comments to the proposed stipulation, review and provide comments to draft response email to attorney Long, further review of latest drafts of proposed stipulation, and exchange emails with attorney Scott and Bridget Berry regarding same; review emails exchanged with attorney Long regarding dispute over ESI discovery issues; conference call with Bridget Berry, attorney Scott and Bobby Kane regarding all of the foregoing, and other case/discovery issues, including planning motions for summary judgment and in limine; review comprehensive case summary, along with Stockholders and Stock Restriction Agreements, and select case law cited therein	3.60	2520.00
06/08/16	Robert R. Kane	Continued drafting privilege log; Worked with vendor and J. Temple to export privileged documents from Relativity with DocID for review by G. Scott.	8.00	3160.00
06/08/16	Robert R. Kane	Conference call with GT team and G. Scott re: ongoing discovery matters, strategy and proposed stipulation.	0.80	316.00
06/08/16	Jason Temple	Per the request of Robert Kane assist in running searches in Relativity and working with Empire Discovery to export the search results to PDF files for an offline review.	0.40	80.00

06/08/16	Lauren R. Whetstone	Correspondence and strategy re: dispositive motions and motions in limine, other pretrial motions; attention to correspondence with opposing counsel surrounding negotiations of stipulation, internal correspondence re: same; attention to SIDIS emails; correspondence re: draft privilege log.	1.80	720.00
06/09/16	Bridget A. Berry	Participate in telephone conference with J. Long, C. Bridgmon, R. Kane and G. Goldstein; confer with R. Kane re: P. Bosse errata sheet; review correspondence from J. Long re: designation of Takigiku deposition transcript as confidential; confer with G. Scott re: status, strategy on various issues; revise stipulation pursuant to conferral with J. Long and circulate draft; follow up with T. Hornbach re: SIDIS discovery.	3.20	2080.00
06/09/16	Troy A. Eid	Confer with opposing counsel regarding document production in the stipulated dismissal.	0.50	325.00
06/09/16	Glenn E. Goldstein	Final preparation for, and attend two conference calls with (1) attorney Scott, Bridget Berry and Bobby Kane, and with (2) opposing counsel, attorneys Long and Bridgmon, Bridget Berry and Bobby Kane regarding the negotiation and preparation of the case stipulation; review and provide comments to revised draft of case stipulation; review and provide comments to draft of client's privilege log; continuing review of select portions of pleadings, discovery and case summary, and select documents regarding case issues	3.80	2660.00
06/09/16	Robert R. Kane	Attended conference call with GT team and G. Scott; attended conferral call with GT team and J. Long/C. Bridgmon regarding stipulation; finalized secure file transfer to G. Scott of responsive but privileged documents placed on the privilege log; communications to G. Scott re same; communications with J. Temple re same; continued drafting section on Takigiku's failure to comply with ESI discovery obligations; research and analysis of case law on this topic; included review and analysis of Takigiku's deposition transcript to provide citation support in Motion.	5.50	2172.50
06/09/16	Kelly A. Terribile	Message regarding notice of continued deposition of Takigiku; messages regarding P. Bosse errata sheet.	0.10	72.00

06/09/16	Jennifer Thomson	Continued review and analysis of Defendant's Answers to Requests for Admission and related Supplemental Answers, Answers and Supplemental Answers to Interrogatories, Answer to Second Amended Complaint, and deposition testimony of Defendant; prepare Index in connection with draft Statement of Undisputed Facts and draft Motion for Summary Judgment.	4.10	1066.00
06/09/16	Lauren R. Whetstone	Attention to correspondence re: privilege log and changes to same; review "confidential" portions of Takigiku's deposition; attention to correspondence with T. Hornbach re: status of discovery from SIDIS; review additional changes to draft stipulation from J. Long and correspondence re: same.	0.70	280.00
06/10/16	Bridget A. Berry	Confer with client and work on modifications to stipulation; confer with G. Scott re: expert; analysis re: issues relating to 05/19 and 05/26/10 Letters and Stock Redemption and Settlement Agreement and Stock Power; analysis re: affirmative defenses; Confer with A. Bost re: June 2008 emails and D. Rutley; draft email to J. Long and C. Bridgmon re: revised Stipulation of Facts/Conclusions of Law following the additional conferral; receive and review three documents from T. Hornbach and follow up with G. Scott, R. Kane and J. Thomson re: production.	3.60	2340.00
06/10/16	Glenn E. Goldstein	Review and revise multiple drafts of, and finalize case stipulation to provide to opposing counsel, further review of pleadings and stockholders/stock restriction agreements, and exchange numerous emails with attorney Scott, Bridget Berry and Kelly Terribile, and prepare email to opposing counsel regarding same; review issues regarding settlement privilege issues, including issues related to privilege log and proposed motion in limine, review draft of privilege log, 5/19/10 termination letter, 5/26 stock repurchase/tender letter, draft of proposed Redemption and Settlement Agreement and Release, and research issues regarding same; review expert witness identification and selection issues, review email correspondence exchanged with Mr.Phillips of SRR regarding same; conference call with attorney Scott, Bridget Berry and Kelly Terribile, and conferences with Bridget Berry regarding all of the foregoing; review documents produced by SIDIS and letter from SIDIS' counsel regarding same; continued review of pleadings, documents and research regarding case issues	4.50	3150.00

06/10/16	Robert R. Kane	Communications with G. Scott re privilege log; finalized privilege log. litigation strategy conference re maintaining privilege as to documents related to the redemption agreement and stock power; drafted cover letter to J. Long and C. Bridgmon serving privilege log; continued drafting section of Motion to Compel on Takigiku's responses to request for admissions to incorporate legal authority;attended litigation strategy conference with GT team and G. Scott re proposed stipulation.	3.90	1540.50
06/10/16	Jason Temple	Per the request of Robert Kane assist in running searches in Relativity and tagging documents for review.	0.20	40.00
06/10/16	Kelly A. Terribile	Message regarding Takigiku counsel's proposed stipulation of facts/conclusion of law; message regarding comments to same; phone conference proposed stipulation of facts/conclusions of law; messages regarding financial contact information; messages regarding call to discuss Womble emails; messages regarding revised stipulation and message to Takigiku counsel regarding same; message regarding plaintiff's privilege log; messages regarding documents produced by SIDIS; review same.	1.10	792.00
06/10/16	Lauren R. Whetstone	Phone call with client and team re: proposed changes to stipulation from J. Long, and experts; correspondence re: changes to stipulation; analysis re: motion in limine to exclude settlement proposal in repurchase and termination letters; attention to small production of documents from SIDIS.	1.10	440.00
06/11/16	Glenn E. Goldstein	Review valuation expert issues, review pleadings, documents and correspondence regarding same	1.20	840.00
06/13/16	Bridget A. Berry	Read and respond to emails; call to A. Bost; confer with team re: D. Rutley email and deposition; confer with team re: J. Long request for yet another change to Stipulation; Review J. Long email to G. Goldstein re: additional revision and follow up; review correspondence from J. Long re: supplemental production of ESI by Charleston; follow up re: J. Long request to depose D. Rutley; telephone call to A. Bost; review email from J. Long re: D. Rutley deposition on June 23-24.	2.30	1495.00

06/13/16	Glenn E. Goldstein	Continued review of valuation expert and other case issues, further review of case summary, pleadings, documents and correspondence, and review emails exchanged with Mr. Phillips of SRR regarding same; further review of SIDIS documents and email from attorney Scott regarding same; review email from attorney Long regarding his comments to latest draft of case stipulation, further review of draft stipulation and operative agreements referenced therein, and exchange emails with attorney Scott regarding same; review and exchange emails with attorney Long regarding discovery issues, including Charleston's supplemental document production and Takigiku's request to further extend discovery cutoff to allow deposition of attorney Rutley, review select documents from Charleston's supplemental document production, review email from Rutley's counsel regarding his deposition, conference with Bobby Kane, and exchange emails with attorney Scott and Bridget Berry regarding same	3.90	2730.00
06/13/16	Jason Temple	Per the request of Robert Kane assist in running searches for all Hot Documents within the latest production set. The documents were tagged on a saved search for review.	0.20	40.00
06/13/16	Jennifer Thomson	Continued review and analysis of Defendant's Answers to Requests for Admission and related Supplemental Answers, Answers and Supplemental Answers to Interrogatories, Answer to Second Amended Complaint, and deposition testimony of Defendant; continued to prepare Index in connection with draft Statement of Undisputed Facts and draft Motion for Summary Judgment.	2.80	728.00
06/13/16	Lauren R. Whetstone	Attention to correspondence with client re: documents produced by SIDIS, strategy re: same; correspondence with opposing counsel re: negotiations relating to stipulation on SHA and SRA; correspondence with opposing counsel re: Dean Rutley and Charleston's supplemental document production; strategy re: same; attention to correspondence re: potential expert witness D. Van Vleet;	1.10	440.00
06/14/16	Bridget A. Berry	Read and respond to emails, call to A. Bost; confer with team re: various issues pertaining to expert.	1.50	975.00

06/14/16	Glenn E. Goldstein	Prepare response email to attorney Long regarding case stipulation, further review of draft stipulation and portions of operative agreements, and exchange emails with co-counsel regarding same; further review of select documents from client's production regarding case issues; exchange emails with attorney Long regarding scheduling of Rutley deposition; prepare for conference call with proposed valuation expert, further review of documents and pleadings, and exchange emails with attorney Scott and Terribile regarding same; attend and participate in conference call with valuation expert candidate, Mr. Van Vleet, attorney Scott and Kelly Terribile; review and identify documents to provide expert, prepare email to Mr. Van Vleet (expert) regarding same	4.20	2940.00
06/14/16	Robert R. Kane	Communication with G. Scott re:continued deposition of R. Takigiku; continued drafting renewed Motion to Compel on Takigiku's objections/responses to Charleston's first request for production and first set of interrogatories.	2.90	1145.50
06/14/16	Jason Temple	Per the request of Jennifer Thomson assist in running searches in Relativity to isolate a specific Series A stock purchase plan.	0.70	140.00
06/14/16	Kelly A. Terribile	Messages regarding Takigiku counsel changes to proposed fact/law stipulation and response to same; messages Takigiku counsel regarding document production and possible Dean Rutley (Womble) deposition and fact discovery extension; messages Womble regarding Dean Rutley deposition; messages regarding phone conference with potential valuation expert; message regarding possible action against SIDIS; message regarding valuation expert CV; review same; phone conference valuation expert, G. Scott and G. Goldstein; message regarding documents to be provided to valuation expert; messages regarding relevant pleadings; message regarding Series A documents and total funds raised.	1.80	1296.00
06/14/16	Jennifer Thomson	Continued review and analysis of Defendant's Answers to Requests for Admission and related Supplemental Answers, Answers and Supplemental Answers to Interrogatories, Answer to Second Amended Complaint, and deposition testimony of Defendant;continue to prepare Index in connection with draft Statement of Undisputed Facts and draft Motion for Summary Judgment.	1.40	364.00

06/14/16	Lauren R. Whetstone	Correspondence re: requirements for expert witness per Rule 26; phone call re: same; attention to correspondence and filings sent to potential expert; attention to correspondence with opposing counsel re: disagreement on proposed stipulation; correspondence re: SIDIS complaint; attention to correspondence with potential expert providing case documents.	0.90	360.00
06/15/16	Bridget A. Berry	Confer with team re: Takigiku Responses/Objections to Charleston's Interrogatory numbers 9, 15 and 18, as well as Request for Admission numbers 81, 105-106, 121-124, expert testimony, materials to be reviewed by expert, and D. Rutley deposition; confer with G. Goldstein re: stipulation; follow up with A. Bost re: D. Rutley deposition; review/revise draft renewed Motion to Compel against Takigiku; emails to J. Long re: scheduling of D. Rutley deposition, confer with G. Scott on outstanding matters; prepare for conference with A. Bost; telephone conference with A. Bost; review information from K. Terribile for valuation expert and follow up with J. Thomson and R. Kane re: materials to be provided to valuation expert; follow up with T. Hornbach re: additional SIDIS documents; analysis re: requesting leave to depose Takigiku again following production of new documents by Takigiku.	4.00	2600.00
06/15/16	Glenn E. Goldstein	Review and provide comments to draft of Charleston's motion to compel; further review and revisions to, and finalize response email to attorney Long regarding case stipulation, review further emails from attorney Long along with a new draft case stipulation, and exchange emails with attorney Scott and Bridget Berry regarding same; review issues regarding Rutley deposition, exchange emails with Bridget Berry and attorney Scott, and review emails exchanged with attorney Long regarding same; further work on issues regarding retention of valuation expert, Mr. Van Vleet, further review and identification of documents to provide to expert regarding same; review research on work-product privilege issues related to communications with Womble; attend and participate in conference call with attorney Rutley and attorney Bost of Womble, attorney Scott and the rest of the defense team regarding attorney Rutley's upcoming deposition; conferences with Bridget Berry regarding all of the foregoing	4.10	2870.00

06/15/16	Robert R. Kane	Attended conference call with GT team and D. Rutley at Womble re his deposition; continued revisions and edits to renewed motion to compel; included review and analysis of deposition transcript of R. Takgiku to provide record support in Motion; Review and analysis of all document productions in case to provide documents to expert Dan Van Vleet, including budgets, balance sheets, financial documents, Series A offering documents and Series B offering documents.	5.50	2172.50
06/15/16	Kelly A. Terribile	Messages regarding proposed response to Takigiku's counsel's response to proposed fact/law stipulation; message regarding financial information and budgets requested by valuation expert; messages regarding D. Rutley deposition; phone conference GT Team and Womble Team regarding D. Rutley deposition; re-review order denying motion to strike regarding proposed fact/law stipulation.	1.80	1296.00
06/15/16	Jennifer Thomson	Prepare letter to Empire Legal Reporting enclosing original errata sheet of G. Paul Bosse.	0.40	104.00
06/15/16	Lauren R. Whetstone	Correspondence re: local rules for discovery motions, for motion to compel discovery from Takigiku; attention to correspondence and outcome of discovery meet and confer conference with opposing counsel; attention to draft renewed motion to compel discovery from Takigiku; attention to correspondence re: deposition of Dean Rutley and stipulation negotiations with opposing counsel.	0.70	280.00
06/16/16	Bridget A. Berry	Analysis re: documents to be provided to expert; multiple communications re: stipulation and J. Long position and response to J. Long; review N. Patterson communication and D. Rutley notice; prepare for telephone conference re: status, strategy on various matters; telephone conference with opposing counsel re: discovery issues; revise draft email to C. Bridgmon re: clarification of Request for Admission; review proposed P. Bosse deposition confidentiality designations; prepare for D. Rutley deposition; analysis re: cross-noticing D. Rutley for deposition; confer with opposing counsel re: Takigiku discovery responses.	3.80	2470.00
06/16/16	Troy A. Eid	Evaluate opposing counsel's progress toward achieving compliance with stipulated order of dismissal.	0.90	585.00

06/16/16	Glenn E. Goldstein	Review and revise drafts, and finalize response email to attorney Long regarding case stipulation, exchange emails with attorney Scott and Bridget Berry regarding same; review letter from plaintiff's counsel to attorney Bost of Womble with attached subpoena for 6/23 deposition of attorney Rutley; review additional documents to be provided to valuation expert, Mr. Van Vleet; further review and comments to draft of Charleston's renewed motion to compel; confer with Bridget Berry, and further review of pleadings and select documents regarding various case status and strategy issues	3.50	2450.00
06/16/16	Robert R. Kane	Attended conference call with GT team and D. Rutley at Womble re his deposition; continued revisions and edits to renewed motion to compel; included review and analysis of deposition transcript of R. Takgiku to provide record support in Motion; Review and analysis of all document productions in case to provide documents to expert Dan Van Vleet, including budgets, balance sheets, financial documents, Series A offering documents and Series B offering documents; E-mail to C. Bridgmon confirming our conferral regarding Takigiku's responses/objections to request for admissions and interrogatories; E-mail to G. Scott re confidential designations of Paul Bosse's deposition transcript pursuant to the stipulated protective order; Secure file transfer to G. Scott of the ESI documents to be provided to valuation expert D. Van Vleet; Detailed review and analysis of Ray Takigiku's deposition transcript in preparation for taking continued deposition on June 27, 2016.	5.60	2212.00
06/16/16	Lindsay L. MacDonald	Strategize with B. Berry regarding research and arguments for Motion in Limine excluding settlement discussions. Conduct research regarding whether federal or state law governs admissibility of evidence in diversity actions. Conduct research on Federal Rule of Evidence 408 for use in Motion in Limine.	3.20	864.00
06/16/16	Jason Temple	Per the request of Jennifer Thomson assist in running searches Relativity and exporting production documents for an offline review.	0.20	40.00
06/16/16	Kelly A. Terribile	Messages regarding proposed responses to Takigiku's counsel regarding proposed fact/law stipulation; message regarding financial information for valuation expert; review same; messages valuation expert regarding balance sheet as of Dec. 31, 2016 and Summary of Terms of Series B July 2009.	0.50	360.00

06/16/16	Jennifer Thomson	Prepare materials for review and use by trial team relating to conference call with Defense counsel to discuss Charleston's responses to Defendant's Requests for Admission relating to Womble Carlyle documents;review and analysis of case materials in preparation for the deposition of Dean Rutley; prepare draft letter to A. Bost, Esq enclosing same.	3.30	858.00
06/17/16	Bridget A. Berry	Analysis and revisions of Motion to Compel; Analysis and decisions relating to retention of expert, scope of opinion, materials provided; multiple communications, analysis and revisions re: motion to compel; plan and prepare for Rutley deposition; communication with A. Bost re: D. Rutley email; follow up with client re: stipulation requested by opposing counsel on authenticity of documents; prepare letter to A. Bost; multiple communications re: stipulation; review correspondence from T. Hornbach re: SIDIS documents; confer with R. Kane re: additional documents to expert; confer with K. Terribile re: Motion to Compel	6.60	4290.00
06/17/16	Glenn E. Goldstein	Review and provide comments to multiple drafts of Charleston's renewed motion to compel before filing, exchange emails with co-counsel and conferences with Bobby Kane and Bridget Berry regarding same; follow-up review of select documents to be provided to valuation expert, Mr. Van Vleet, before submission, including compliance with confidentiality order, exchange emails with co-counsel, conference with Bobby Kane, and review and provide comments to draft email to Mr. Van Vleet regarding same; review emails exchanged between Bobby Kane and attorney Bridgmon regarding "meet and confer' on pending issues related to select responses from Takigiku to certain requests for admission propounded by Charleston; review issues regarding stipulating to authenticity of certain Womble and SIDIS documents, review select documents and exchange emails with attorney Scott and co-counsel regarding same; review email from attorney Long regarding dispute over case stipulation, prepare and finalize response email to attorney Long, exchange emails with attorney Scott and co-counsel regarding same; review and provide comments to certain documents and letter being provided to attorney Bost of Womble; review Charleston's cross-notice of taking deposition of attorney Rutley from Womble	3.80	2660.00

06/17/16	Robert R. Kane	Communications with G. Scott re documents to be forwarded to the valuation expert and information that our Series B closed in 2012; Review and analysis of Series A documents provided to valuation expert and comparison to documents produced by Takigiku and documents collected in our ESI searches; Ran ESI searches with ESI vendor and J. Temple to confirm financials to send to expert; Drafted cover e-mail to valuation expert with attached additional financial documents for review; Continued revisions and edits to Renewed Motion to Compel; finalized same for filing, including review and analysis of Exhibits; Legal research and analysis of federal case law on Takigiku's improper "legal conclusion" objections to Charleston's request for admission numbers 121 and 122 in preparation for providing legal support in Motion to Compel.	2.90	1145.50
06/17/16	Lindsay L. MacDonald	Complete research regarding whether severance agreement made upon termination of employment is admissible under Federal Rule of Evidence 408. Confer with B. Berry.	3.10	837.00
06/17/16	Jason Temple	Per the request of Jennifer Thomson assist in running searches in Relativity and tagging the documents for review.	0.80	160.00
06/17/16	Kelly A. Terribile	Messages regarding D. Rutley deposition; messages regarding renewed motion to compel; messages regarding response to Takigiku counsel's proposed fact/law stipulation; messages regarding documents for delivery to expert, confidentiality and protective order; messages regarding revised motion to compel; review and revise same; messages regarding Takigiku failure to search for documents; message regarding comments to renewed motion to compel; review further revised motion to compel; message regarding SIDIS counsel message regarding search of documents; message regarding comments to further revised motion to compel.	3.20	2304.00
06/17/16	Jennifer Thomson	Review and analysis of exhibit citations referenced in Plaintiff's Motion to Compel Production Documents from Defendant; prepare same for filing and service; prepare Cross-Notice of Taking Deposition of Dean Rutley, Esq.; serve same on opposing counsel; finalize prior analysis of P. Bosse confidential deposition designations in connection with G. Scott comments re: same; prepare same for service on Defendant's counsel; Finalize analysis of case materials in preparation for the deposition of Dean Rutley; finalize letter to A. Bost, Esq. enclosing same.	7.00	1820.00

06/20/16	Bridget A. Berry	Analysis re: and confer with G. Scott re: status and strategy on various issues, including: stipulation, expert , Charleston motion to compel, Charleston potential motion in limine (re: Stock Redemption and Settlement Agreement and Stock Power and second paragraph of Termination Letter and Tender Letter), preparation for D. Rutley deposition; email to A. Bost re: no Charleston objection to "color" copy of email; confer with paralegal J. Thomson re: upcoming deadlines and preparation with GT team; analysis and confer with R. Kane re: Takigiku request for stipulation of authenticity relating to certain documents; receive request from J. Long re: confidentiality of certain documents Takigiku intends to rely on in opposition to Charleston motion to compel, analyze documents and confer with G. Scott.	4.40	2860.00
06/20/16	Glenn E. Goldstein	Review status and issues regarding Charleston's renewed motion to compel, review order setting briefing schedule on motion, review email and documents provided by attorney Long in advance of his client's response, and review and exchange emails with attorney Scott and co-counsel regarding same; review status and issues regarding retention of Mr. Van Vleet as valuation expert, review select documents provided to Mr. Van Vleet, and review emails from attorney Scott and Mr. Van Vleet regarding same; review issues and emails from co-counsel regarding possible motion in limine regarding stock redemption and settlement agreement; review issues regarding preparation of proposed questions for deposition of attorney Rutley, review select documents and portions of pleadings, and exchange emails with co-counsel regarding same	2.80	1960.00
06/20/16	Lindsay L. MacDonald	Conduct additional research regarding the admissibility of severance agreements under Federal Rule of Evidence 408. Strategize regarding arguments for Motion for Summary Judgment.	0.90	243.00
06/20/16	Kelly A. Terribile	Message regarding paperless order on Charleston renewed motion to compel; messages regarding fact/law stipulation negotiations with Takigiku's counsel; messages regarding reply to Takigiku's response to renewed motion to compel; messages regarding motion in limine; message regarding email to be provided to Takigiku counsel.	0.30	216.00

06/20/16	Jennifer Thomson	Review and analysis of Acknowledgment and Agreement to be Bound and CV of D. Van Vleet; prepare draft Expert Witness Disclosure re: same; Review and analysis of Defendant's request to file certain Charleston documents designated Confidential with the Court "Under Seal", including Press Releases from 2008; email to client and trial team re: same; Review and analysis of upcoming trial deadlines and tasks; update summary re: same and provide to trial team; Review and analysis of witness deposition exhibits; prepare draft Exhibit and Witness List for trial re: same.	5.90	1534.00
06/20/16	Lauren R. Whetstone	Attention to correspondence with opposing counsel re: stipulation; update on current deadlines and pressing matters; research for Eleventh Circuit case law re: onset of settlement privilege before dispute arises; confirm no case law supporting earlier settlement privilege; meet with J. Thomson re: witness and exhibit lists; attention to order re: briefing schedule for discovery motions; attention to correspondence re: confidential designations for certain documents and procedure for filing documents under seal.	1.40	560.00
06/21/16	Bridget A. Berry	Analysis re:initial discussion with expert; receive inquiry from J. Long re: confidentiality of documents; analysis re: draft press release and confer with G. Scott re: same; multiple communications with J. Long and communications with G. Scott re: same.	2.40	1560.00
06/21/16	Glenn E. Goldstein	Further review of valuation expert issues, further review of select documents provided to Mr. Van Vleet and research regarding disclosure/report, conference call with attorney Scott, Bobby Kane and Mr. Van Vleet, exchange emails with co-counsel, and conferences with Bobby Kane regarding same; review emails exchanged with attorney Long regarding his request to file certain documents under seal for Takigiku's response to Charleston's renewed motion to compel, review documents regarding same	2.50	1750.00
06/21/16	Robert R. Kane	E-mail with G. Scott re expert retention, deadlines and strategy; communication with Dan Van Vleet re expert opinions and deadlines; strategy conference with G. Goldstein re expert disclosure; Preparation for and participation on conference call with expert D. Van Vleet; Interoffice litigation strategy conference with GT team regarding ongoing discovery matters, motion practice and expert matters; E-mail to expert Dan Van Vleet attaching Paul Bosse's deposition transcript; Began preparation for continued deposition of Ray Takigiku on June 27, 2016; Began drafting deposition outline	8.80	3476.00

06/21/16	Lindsay L. MacDonald	Conduct research on the summary judgment standard for use in the Motion for Summary Judgment.	0.60	162.00
06/21/16	Kelly A. Terribile	Messages regarding call with financial expert; messages regarding documents proposed to be disclosed by Takigiku counsel; messages regarding proposed message to Takigiku counsel regarding same; message regarding P. Bosse deposition.	0.30	216.00
06/21/16	Jennifer Thomson	Review and analysis of SIDIS, Womble Carlyle and Charleston documents relating to mutual agreement between Defendant and Charleston to not object to the authenticity of documents; Additional review and analysis of Defendant's request to file certain Charleston documents designated Confidential with the Court "Under Seal", including Press Releases from 2008; email to client and trial team re: same; receipt and review of email from N. Patterson, J. Long's paralegal, relating to Defendant's supplemental discovery responses and documents produced re: same; review Defendant's document production(s); email to N. Patterson re: same and email to trial team re: same.	4.40	1144.00
06/21/16	Lauren R. Whetstone	Correspondence re: expert witness deadlines; attention to correspondence with counsel for SIDIS re: additional documents, and filing under seal; strategy and discussion with B. Berry re: upcoming motion deadlines, expert report, summary judgment motion.	1.50	600.00
06/22/16	Bridget A. Berry	Analyze J. Long email re: "discovery" of failure to produce Takigiku's Bexion agreement (after SIDIS produced); confer with G. Goldstein re: expert and strategy; review and revise draft Motion to Compel re: ESI and Takigiku's First Request for Admissions and First Set of Interrogatories; review order on motion to seal and follow up re: J. Long failure to serve us; review Takigiku Response to Plaintiff's Renewed Motion to Compel; prepare for conference call with expert; participate in conference call with expert; review correspondence from J. Long challenging confidentiality of exhibits 1-30 to Bosse's deposition; confer with G. Scott re: various issues including ESI Empire Discovery invoice, document issues; expert; continue preparation for D. Rutley deposition.	7.30	4745.00

06/22/16	Glenn E. Goldstein	Work on valuation expert retention and task issues, review and revise drafts of letter of engagement with Mr. Van Vleet (SRR), and execute final version of same, further review of previous documents and information provided to the expert, and review and identify further documents and information to be provided, review and exchange emails with attorney Scott, Mr. Van Vleet and co-counsel, conferences with Bridget Berry and Bobby Kane, and conference call with attorney Scott, Bridget Berry, Kelly Terribile, Mr. Van Vleet and Bobby Kane regarding same; review Bexion employment agreement produced by opposing counsel, review emails from attorney Long, attorney Scott and co-counsel regarding same; review and provide comments to multiple drafts of Charleston's motion to compel better responses to certain requests for admission and interrogatories propounded to Takigiku before filing; review and provide comments to Takigiku's response to Charleston's renewed motion to compel, and review and provide comments to draft of Charleston's reply to same; review attorney Long's letter regarding Takigiku's objections to certain confidentiality designations made by Charleston	6.10	4270.00
06/22/16	Phillip H. Hutchinson	Edit motion to compel.	0.70	416.50
06/22/16	Robert R. Kane	Attended expert strategy call with B. Berry and G. Scott; communications with G. Scott re same; communications with Dan Van Vleet re proposed edits to scope; e-mailed deposition transcript of Ray Takigiku to D. Van Vleet; began legal research and drafting Reply to Defendant's Response in Opposition to Plaintiff's Renewed Motion to Compel; included detailed review and analysis of Takigiku's Response, as well as research and analysis of legal authority, record citations and exhibits attached in support of same; communications with G. Scott re: R. Takigiku e-mail to Bernie re:valuation of CL as a start-up; attended conference call with GT team and expert Dan Van Vleet; conference call with G Scott re Takigiku's Response in Opposition to Charleston's Renewed Motion to Compel and strategy for Reply Brief; final review and analysis of exhibits before filing Motion to Compel to ensure compliance with stipulated protective order and confidentiality designations; communications with G. Scott re same.	8.50	3357.50
06/22/16	Lindsay L. MacDonald	Revise Motion to Compel Discovery of Interrogatories, Requests for Admission, and ESI.	0.90	243.00

06/22/16	Kelly A. Terribile	Messages regarding valuation expert engagement letter; review same; message regarding draft Charleston motion to compel; message regarding revised engagement letter for valuation expert; messages regarding Takigiku motion for leave to file under seal and granting of same; messages regarding call with valuation expert; messages regarding executed engagement letter; phone conference GT team and valuation expert; review and revise draft motion to compel; message regarding same; message regarding D. Rutley deposition.	1.50	1080.00
06/22/16	Jennifer Thomson	Review and analysis of potential exhibits and reference materials for deposition of D. Rutley; review and analysis of exhibit citations referenced in Plaintiff's Motion to Compel Discovery from Defendant; prepare same for filing and service.	4.20	1092.00
06/22/16	Lauren R. Whetstone	Review and revise motion to compel new set of discovery from Defendant, review and analyze arguments in Takigiku's response to renewed motion to compel; review and revise draft reply in support of renewed motion to compel.	2.70	1080.00
06/23/16	Bridget A. Berry	Attend D. Rutley deposition; review and revise Reply to Takigiku Response to Motion to Compel and follow up with R. Kane; receive email from T. Hornbach with additional SIDIS documents and follow up; prepare for continuation of Takigiku deposition.	12.00	7800.00
06/23/16	Glenn E. Goldstein	Work on reply in support of Charleston's renewed motion to compel, review and revise multiple drafts of reply before filing, further review of motion, response and case law, exchange emails with co-counsel and attorney Scott, telephone conference with attorney Scott, and conferences with Lauren Whetstone and Bobby Kane regarding same; review court's order setting briefing schedule on Charleston's motion to compel filed on 6/22, prepare email to attorney Scott regarding same; telephone conference with Bridget Berry regarding strategy for Rutley deposition; further review of valuation expert issues, review pleadings and documents regarding same; telephone conference with Bridget Berry regarding results of Rutley deposition, and case strategy issues in light of same; review additional documents produced by SIDIS	4.70	3290.00

06/23/16	Robert R. Kane	Review and analysis of the deposition transcripts of Ray Takigiku and Paul Bosse in order to provide the valuation expert, D. Van Vleet, page and line citations of pertinent testimony re valuation; Conference call with D. Van Vleet re same; Continued preparation for continued deposition of Ray Takigiku on June 27, 2016; Included review and analysis of pertinent documents, exhibits to date, recently produced documents by Takigiku and SIDIS, Charleston labs final ESI production and Takigiku's discovery responses.	6.50	2567.50
06/23/16	Kelly A. Terribile	Review and revise case summary regarding stock powers; review stock power case in S.D. Florida; travel to/from Dean Rutley deposition; attend Dean Rutley deposition (in N.Va.).	10.50	7560.00
06/23/16	Jennifer Thomson	Review and analysis of document citations referenced in K. Terribile Case Summary in connection with continued deposition of R. Takigiku and for use at trial.	4.60	1196.00
06/23/16	Lauren R. Whetstone	Revise and finalize reply in support of renewed motion to compel; correspondence re: versions of shareholders' agreement; attention to order expediting briefing on new motion to compel; attention to additional documents produced by SIDIS and correspondence re: same.	2.90	1160.00
06/24/16	Bridget A. Berry	Follow up re: D. Rutley deposition; prepare for continuation of R. Takigiku deposition; telephone conference with G. Scott and R. Kane; participate in telephone conference with expert and P. Bosse and G. Goldstein; confer with G. Scott on various issues, analysis re: director issue and documents relied upon by Takigiku to create ambiguity (ie: Franchise tax return).	4.50	2925.00
06/24/16	Glenn E. Goldstein	Conference call with attorney Scott, Bridget Berry and Bobby Kane regarding preparation for 6/27 continued deposition of Dr. Takigiku, and other case status and strategy issues, review select documents, correspondence and pleadings regarding same; work on valuation expert issues, exchange emails with co-counsel and attorney Scott, review documents, conference call with Mr. Van Vleet, attorney Scott and Mr. Bosse, and review documents regarding same	2.90	2030.00

06/24/16	Robert R. Kane	Continued preparation for and drafting deposition outline for continued deposition of Ray Takigiku on June 27, 2016; conference call with GT team and G. Scott re strategy for Takigiku deposition and other discovery and trial matters; Communication with expert Dan Van Vleet re additional documents for analysis and the status of his report; Review and analysis of documents related to Paul's determination of Fair Value in preparation for sending same to D. Van Vleet.	7.80	3081.00
06/24/16	Kelly A. Terribile	Message regarding SIDIS documents produced; review Takigiku employment agreement with Bexion produced; message regarding outline of Takigiku deposition; review same; message regarding comments to same; message regarding P. Bosse and R. Takigiku deposition excerpts for valuation expert; phone conference regarding R. Takigiku deposition; review and revise case summary regarding Section 83(b) election and Series A stock purchase agreement disclosure schedule; messages regarding valuation expert due diligence; messages regarding Rutley deposition exhibits.	2.30	1656.00
06/24/16	Lauren R. Whetstone	Analysis of order resetting deadlines; confirm that order is clerk's error.	0.20	80.00
06/26/16	Bridget A. Berry	Prepare for deposition of R. Takigiku.	1.50	975.00
06/26/16	Robert R. Kane	Continued preparation for continued deposition of Ray Takigiku on June 27, 2016; Included review and analysis of pertinent documents, exhibits to date, recently produced documents by Takigiku and SIDIS, Charleston labs final ESI production, case analysis and Takigiku's discovery responses; conferences with valuation expert, Dan Van Vleet, re Phase I, PK study and 505(b)(2), relevant deposition testimony and discovery; communications with G. Scott re same; E-mail to valuation expert, Dan Van Vleet with attached CV's for P. Bosse, R. Takigiku, B. Schachtel and John Ameling, as well as Board Meeting Minutes and Action without meeting.	6.30	2488.50
06/26/16	Kelly A. Terribile	Message regarding P. Bosse deposition exhibits: messages regarding Charleston Labs financial statements for financial advisor.	0.20	144.00
06/26/16	Lauren R. Whetstone	Review proposed questions for continued deposition of Dr. Takigiku.	0.20	80.00
06/27/16	Bridget A. Berry	Deposition of Raymond Takigiku; meet with client re: strategy; work with L. Whetstone on motion for leave to depose C. Sheper; multiple conferences re: expert report; confer with T. Hornbach and with C. Bridgmon re: deposition;	12.00	7800.00

06/27/16	Glenn E. Goldstein	Review and provide comments to drafts of deposition outline for Dr. Takigiku, review select portions of pleadings and select documents regarding same; further work on valuation expert issues, further review of documents and information (including additional documents provided on 6/26) provided to Mr. Van Vleet regarding same; telephone conference with Bridget Berry regarding results of Dr. Takigiku's deposition, and need to file motion to extend the discovery cutoff in light of same; review and provide comments to multiple drafts of Charleston's motion to extend discovery cutoff to take SIDIS deposition before filing, exchange emails with co-counsel, and conference with Lauren Whetstone regarding same	3.20	2240.00
06/27/16	Robert R. Kane	Conference with P. Bosse and G. Scott re strategy for continued deposition of R. Takigiku, as well as trial preparation and Motion practice; strategy conference with B. Berry re continued deposition of R. Takigiku; continued drafting depositon outline; litigation strategy conference with G. Scott and B. Berry following the deposition of R. Takigiku to discuss ongoing discovery matters, including discovery motions, valuation expert and deposition of Chuck Sheper, as well as preparation for trial; attended continued deposition of R. Takigiku.	12.00	4740.00
06/27/16	Kelly A. Terribile	Messages regarding call with valuation expert and filing of expert report.	0.10	72.00
06/27/16	Lauren R. Whetstone	Phone call and correspondence re: outcome of Takigiku's deposition and need for authentication of SIDIS-produced document; initial draft of motion for leave to take deposition of C. Scheper after discovery cut-off; strategy re: expert report; phone call with expert witness re: expert report; correspondence to expert witness; correspondence to team re: expert report.	4.40	1760.00

06/28/16	Bridget A. Berry	Follow up re: R. Takigiku deposition; follow up re: C. Scheper deposition; multiple communications with G. Scott; follow up with L. Whetstone, G. Goldstein and K. Terribile re: expert; confer with K. Terribile re: new issues and update of case summary report; review order and follow up with G. Scott; review order granting Charleston renewed motion to compel and follow up; review draft report and G. Scott comments; confer with P. Bosse and G. Scott re: expert report; analysis re: scope of work and wording of engagement; receive email from J. Long and analysis re: alleged "material omission from Motion for Leave to Take One Non-Party Deposition After Discovery Cut-Off; analysis re: delivery of expert witness disclosure/report and proposal for deposition dates; receive and review Takigiku amended supplemental responses to interrogatories and requests for admission; review Takigiku response in opposition to Charleston Motion to Compel ESI discovery.	8.00	5200.00
06/28/16	Glenn E. Goldstein	Review and provide revisions to drafts of valuation expert report before service to opposing counsel, review and exchange emails with Mr. Van Vleet, attorney Scott and co-counsel, attend and participate in two conference calls with Mr. Van Vleet, attorney Scott and co-counsel, and with Mr. Bosse, attorney Scott and co-counsel, and review and revise transmittal email to opposing counsel regarding same; review court order granting Charleston's motion to extend discovery cutoff to take SIDIS deposition; review court order granting Charleston's renewed motion to compel; review email from attorney Long objecting to SIDIS deposition; review Takigiku's supplemental responses to certain of Charleston's interrogatories and requests for admission	5.10	3570.00
06/28/16	Robert R. Kane	Final review and edits of Expert Disclosure of Dan Van Vleet before serving to opposing counsel; communications with D. Van Vleet re same; E-mail to J. Long and C. Bridgmon serving Expert Disclosure of Dan Van Vleet and offering dates for deposition, communication to G. Scott re same; review and analysis of Takigiku's second amended/supplemental answers to Plaintiff's first request for admissions and amended/supplemental answers to Plaintiff's first set of interrogatory numbers 9, 15 and 18	1.60	632.00
06/28/16	Lindsay L. MacDonald	Conduct research regarding disclosure of expert reports under Federal Rule of Civil Procedure 26 and waiver of the protection for drafts of expert reports.	1.00	270.00

06/28/16	Kelly A. Terribile	Messages regarding call with valuation expert; messages regarding summary of Takigiku deposition; message regarding draft expert valuation; messages regarding motion for leave for Scheper deposition; messages regarding case summary update; phone message L. Whetstone regarding expert report; review and revise expert report; messages regarding same; phone conference valuation expert, G. Scott, G. Goldstein and L. Whetstone regarding expert report; review document production delivered to valuation expert; review and revise draft expert report; message regarding same; messages regarding granted motion to compel; messages regarding valuation expert deposition; message regarding revised expert report; phone conference and messages regarding same.	4.00	2880.00
06/28/16	Lauren R. Whetstone	Review and analyze expert report from D. Van Fleet; correspondence to team re: same; set up conference call re: expert report and correspondence re: same; attention to order granting renewed motion to compel; correspondence re: same; attention to order granting motion for leave to take deposition of C. Scheper; correspondence re: same; attention to strategy re: valuation testimony received from Defendant; conference call with expert witness and team; correspondence re: revisions to report; correspondence to expert re: follow up for updated report; review comments from client re: expert report; correspondence re: same; conference call with client and GT team re: expert report; revisions to report; correspondence with expert.	6.20	2480.00
06/29/16	Bridget A. Berry	Email to J. Long re: alleged "material omission" to Motion to Leave to depose Scheper; emails with T. Hornbach re: same; draft letter to T. Hornbach and J. Long re: allegations and third party discovery; analyze Denver transcript; telephone conference with T. Hornbach and J. Long re. C. Scheper deposition; confer with G. Scott; review K. Terribile updated case summary.	3.30	2145.00

06/29/16	Glenn E. Goldstein	Review Takigiku's response to Charleston's motion to compel regarding certain interrogatories and requests for admission, and review issues regarding planning of reply to same; review issues regarding dispute with SIDIS and Takigiku over proposed deposition of Mr. Scheper, review emails exchanged with attorney Long and attorney Hornbach, review and provide comments to draft of letter to attorneys Long and Hornbach before service, and attend "meet and confer" conference call with Bridget Berry, attorney Long and attorney Hornbach regarding same; review updated case summary	2.40	1680.00
06/29/16	Robert R. Kane	Communications with G. Scott re Takigiku's Response to Charleston's second motion to compel and ESI issues; attended conferral call with T. Hornbach, J. Long and C. Bridgmon re deposition of Chuck Scheper and related discovery issues; review and analysis of Takigiku's Response in Opposition to Plaintiff's Motion to Compel Discovery related to ESI, including all exhibits and record citations; Began drafting Charleston's Reply to Takigiku's Response to Plaintiff's Motion to Compel.	6.90	2725.50
06/29/16	Kelly A. Terribile	Message regarding final expert report; message regarding service of expert report and timing of expert deposition; message regarding Takigiku supplemental responses to request for admissions and interrogatories; review same; messages regarding J. Thompson comments to case summary; review and revise case summary regarding same, legal issues, Takigiku supplemental deposition and Rutley deposition; messages regarding Scheper deposition; message regarding revised case summary.	4.60	3312.00
06/29/16	Jennifer Thomson	Attention to B. Berry letter to T. Hornbach, J. Long and C. Bridgmon re: July 29 Conferral Call; attention to exhibits of D. Rutley deposition; review and analysis of document citations referenced in K. Terribile Updated Case Summary pursuant to continued deposition of R. Takigiku and deposition of D. Rutley.	3.00	780.00
06/29/16	Lauren R. Whetstone	Review letter to opposing counsel re: deposition of C. Scheper; attention to correspondence re: phone call with opposing counsel and strategy re: deposition of C. Scheper.	0.70	280.00

06/30/16	Bridget A. Berry	Telephone conference with G. Scott re: strategy; multiple calls and emails relating to expert deposition; research and analysis in support of revisions to letter re: C. Scheper deposition; revise letter to T. Hornbach and J. Long re: conferral with T. Hornach and J. Long and C.Scheper deposition; review and revise Reply to Response to Motion to Compel; strategize re: summary judgment motion; analyze documents relating to C. Scheper and SIDIS Cap Table.	4.20	2730.00
06/30/16	Glenn E. Goldstein	Review and provide comments to multiple drafts of reply in support of Charleston's motion to compel regarding certain interrogatories and requests for admission before filing; review emails exchanged with attorney Long regarding scheduling and issues related to the deposition of valuation, expert, Mr. Van Vleet, conference with Bobby Kane regarding documents to be produced to opposing counsel, and exchange emails with co-counsel and attorney Scott regarding same; review and provide comments to draft letter to attorney Hornbach regarding dispute with SIDIS and Takigiku over proposed deposition of Mr. Scheper, review emails and documents provided by attorney Scott regarding same; further review of updated case summary and documents regarding case issues;	2.90	2030.00
06/30/16	Phillip H. Hutchinson	Revise reply brief to motion to compel in re: ESI issues relating to data destruction.	0.60	357.00
06/30/16	Robert R. Kane	Communications with J. Long re the deposition of Dan Van Vleet; communications with J. Long re Takigiku's verified amended/supplemental answers to interrogatories; communications with J. Long re document request of Dan Van Vleet; communication with G. Scott re Reply to Takigiku's Response to Plaintiff's Motion to Compel Discovery; final revisions and edits to Charleston's Reply to Takigiku's Response to Plaintiff's Motion to Compel before filing same; also included final review and analysis of exhibits and record citations.	1.60	632.00
06/30/16	Lindsay L. MacDonald	Review and analyze Case Summary in preparation for drafting Motion for Summary Judgment. Begin to draft Motion for Summary Judgment.	2.70	729.00

06/30/16	Jennifer Thomson	Review R. Takigiku Deposition Exhibit #37 "Cap Table"; search in GT Delaware Filesite for email to/from C. Scheper and G. Scott attaching original Cap Table Spreadsheet; review and analysis of exhibits cited in Plaintiff's Reply to Defendant's Response in Opposition to Plaintiff's Motion to Compel; file and serve same on opposing counsel; review and analysis of upcoming trial deadlines, depositions, and team availability; update summary re: same.	5.60	1456.00
06/30/16	Lauren R. Whetstone	Strategy re: motion for summary judgment; attention to correspondence with opposing counsel re: Rule 26 expert and deposition; review and revise reply in support of motion to compel discovery.	1.80	720.00
		Total Time:	454.50	
		Total Fees:		$235,238.50

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
04/30/16	VENDOR: Empire Discovery LLC INVOICE#: INV010912 DATE: 4/30/2016 Job ED010833 - Web Hosting: Relativity Monthly Hosting per GB, User Fees, Management Hours	$	2,107.75
05/03/16	VENDOR: Kane, Robert R. INVOICE#: 1351756808031138 DATE: 8/3/2016 Parking; 05/03/16 - parking for deposition of Dr. Raymond Takigiku in Cincinnati	$	30.00
05/03/16	VENDOR: Empire Legal Support, Inc. INVOICE#: 18997 DATE: 5/3/2016 26014 - Deposition of G. Pail Bosse II - Vol 1 & 2 - re: Charleston Laboratories Inc. v. Dr. Raymond Takiku	$	1,866.45
05/04/16	VENDOR: Linda Hart, Petty Cash Custodian INVOICE#: 03081216977 DATE: 8/12/2016 Reimburse for Uber in Cincinnati	$	4.00
05/13/16	Search Criteria: (None); Document Type: Pacer Research Charges for May 2016	$	15.20
05/19/16	VENDOR: Cin-Tel Corporation INVOICE#: 00067635 DATE: 5/19/2016 Transcript 5/3/16- Charleston Laboratories, Inc/Dr. Raymond Takigiku	$	2,325.55
05/19/16	Search Criteria: (None); Document Type: Pacer Research Charges for May 2016	$	4.20
05/24/16	Search Criteria: (None); Document Type: Pacer Research Charges for May 2016	$	9.70
05/24/16	Search Criteria: (None); Document Type: Pacer Research Charges for May 2016	$	28.20
05/24/16	Search Criteria: (None); Document Type: Pacer Research Charges for May 2016	$	3.00
05/25/16	Search Criteria: (None); Document Type: Pacer Research Charges for May 2016	$	0.30
05/31/16	VENDOR: Veritext National Depo West Court Re2569 INVOICE#: NY2650061 DATE: 5/31/2016 2297085 - Deposition of Nigel M. Ferrey/bust on 5/10/2016 - Cancellation Fee	$	185.00
06/03/16	VENDOR: Padma Hinrichs, P.A. INVOICE#: 1111 DATE: 6/3/2016 Charleston Labs vs Takigiku Professional services	$	2,160.00
06/09/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089158 DATE: 6/17/2016 Tkt. No. 00 10631751167 - Berry/Bridget Air/Rail Travel on 06/09/2016: RVU FEE	$	26.65
06/09/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089158 DATE: 6/17/2016 Tkt. No. 00 17823279384 - Berry/Bridget Air/Rail Travel on 06/27/2016: PBI CLT CVG CLT PBI	$	475.20
06/09/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089158 DATE: 6/17/2016 Tkt. No. 89 00665560777 - Berry/Bridget Air/Rail Travel on 01/00/1900: Travel agency service fee	$	25.00
06/09/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089158 DATE: 6/17/2016 Tkt. No. 00 10631751386 - Kane/Robert Air/Rail Travel on 06/09/2016: RVU FEE	$	26.65
06/09/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089158 DATE: 6/17/2016 Tkt. No. 00 17823279385 - Kane/Robert Air/Rail Travel on 06/27/2016: PBI CLT CVG CLT PBI	$	525.20

06/09/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089158 DATE: 6/17/2016 Tkt. No. 89 00665560778 - Kane/Robert Air/Rail Travel on 01/00/1900: Travel agency service fee	$	25.00
06/09/16	WestlawNext Research by KANE III,ROBERT R.	$	189.90
06/10/16	WestlawNext Research by KANE III,ROBERT R.	$	326.40
06/15/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016012759 DATE: 6/15/2016 COURIER TO: Charleston Laboratories, Inc.	$	45.00
06/15/16	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00061816341 DATE: 6/18/2016 Trk'ing No. 1ZE0W1690197166064 / Next Day Air Commercial from Greenberg Traurig - West Palm Beach Jennifer Thomson to Empire Legal Reporting Production Departmen on 6/15/2016	$	8.73
06/19/16	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-061916 DATE: 6/19/2016 Conferencing Services Invoice Date 160614 User KKH Client Code 155480 Matter Code 010200	$	0.00
06/20/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089297 DATE: 6/24/2016 Tkt. No. 27 97824134095 - Berry/Bridget Air/Rail Travel on 06/23/2016: FLL DCA FLL	$	505.20
06/20/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200089297 DATE: 6/24/2016 Tkt. No. 89 00665560869 - Berry/Bridget Air/Rail Travel on 01/00/1900: Travel agency service fee	$	25.00
06/20/16	WestlawNext Research by WHETSTONE,LAUREN.	$	29.70
06/21/16	WestlawNext Research by KANE III,ROBERT R.	$	406.50
06/22/16	VENDOR: Terribile, Kelly A. INVOICE#: 130125990629l100 DATE: 6/29/2016 Train; 06/22/16 - Travel to/from Washington DC via Amtrak to deposition of D. Rutley on 06/23/16	$	358.00
06/22/16	WestlawNext Research by KANE III,ROBERT R.	$	115.80
06/23/16	VENDOR: Terribile, Kelly A. INVOICE#: 130125990629l100 DATE: 6/29/2016 Meals Other; 06/23/16 - Food for travel; Merchant; Faber Store	$	5.58
06/23/16	VENDOR: Terribile, Kelly A. INVOICE#: 130125990629l100 DATE: 6/29/2016 Parking; 06/23/16 - Parking at train station in Wilmington, DE	$	11.00
06/23/16	VENDOR: Terribile, Kelly A. INVOICE#: 130125990629l100 DATE: 6/29/2016 Car Service/Taxi; 06/23/16 - Cab from Washington DC to deposition of D. Rutley at Womble in Tysons Corner, VA	$	51.38
06/23/16	VENDOR: Terribile, Kelly A. INVOICE#: 130125990629l100 DATE: 6/29/2016 Car Service/Taxi; 06/23/16 - Cab from Tysons Corner, VA to Union Station in Washington DC after D. Rutley deposition	$	57.03
06/26/16	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-062616 DATE: 6/26/2016 Conferencing Services Invoice Date 160621 User RKZ Client Code 155480 Matter Code 010200	$	0.00
06/26/16	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-062616 DATE: 6/26/2016 Conferencing Services Invoice Date 160622 User RKZ Client Code 155480 Matter Code 010200	$	0.00

06/26/16	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-062616 DATE: 6/26/2016 Conferencing Services Invoice Date 160624 User RKZ Client Code 155480 Matter Code 010200	$	0.00
06/27/16	VENDOR: Kane, Robert R. INVOICE#: 1351772908031138 DATE: 8/3/2016 Meals Other; 06/27/16 - Attend continued deposition of Dr. Raymond Takigiku; Merchant: Paradies Airport Shopes	$	3.63
06/27/16	VENDOR: Kane, Robert R. INVOICE#: 1351820408031138 DATE: 8/3/2016 Car Service/Taxi; 06/27/16 - Deposition of Dr. Raymond Takigiku	$	24.16
06/28/16	VENDOR: Berry, Bridget A. INVOICE#: 1325451507221052 DATE: 7/22/2016 Parking; 06/28/16 - Parking deposition of Charles Takigiku in Cincinnati	$	34.00
06/28/16	WestlawNext Research by MACDONALD,LINDSAY.	$	59.40
06/29/16	Special Clerical Service: Cindy Stiles - Date of Service: 2016-06-29	$	12.38
06/29/16	WestlawNext Research by TERRIBILE,KELLY.	$	425.30
06/30/16	VENDOR: Empire Discovery LLC INVOICE#: INV011716 DATE: 6/30/2016 Job ED011511, Web Hosting: Relativity Monthly Hosting/User Fee, Project Management	$	1,114.10
07/01/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160731 DATE: 7/31/2016 Flat Rate Comprehensive Report on Jul 1 2016 - Re: CHARLES E SCHEPER 2267513167,	$	6.00
07/01/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160731 DATE: 7/31/2016 Flat Rate Comprehensive Report on Jul 1 2016 - Re: CHARLES R SCHEPER 2267514767,	$	6.00
07/01/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160731 DATE: 7/31/2016 Person Search on Jul 1 2016 - Re: CHARLES SCHEPER KY,	$	0.35
07/01/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160731 DATE: 7/31/2016 Person Search on Jul 1 2016 - Re: CHARLES SCHEPER OH,	$	0.35
07/03/16	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-070316 DATE: 7/3/2016 Conferencing Services Invoice Date 160628 User BAB Client Code 155480 Matter Code 010200	$	0.00
07/06/16	VENDOR: Empire Discovery LLC INVOICE#: INV011535 DATE: 7/6/2016 Job ED011457, Branding/Endorsing Number, Tech Time, ESI Processing to TIFF	$	632.50
07/06/16	WestlawNext Research by KANE II,ROBERT R.	$	59.40
07/07/16	Lexis Charges: 07/07/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	0.50
07/08/16	VENDOR: A. William Roberts Jr. & Associates INVOICE#: 234635 DATE: 7/8/2016 job 160632VA-Alex1, copy of transcript- Dean Wayne Rutley	$	409.40
07/08/16	WestlawNext Research by MACDONALD,LINDSAY.	$	29.70
07/09/16	WestlawNext Research by MACDONALD,LINDSAY.	$	59.40
07/11/16	WestlawNext Research by BERRY,BRIDGET A.	$	59.40
07/14/16	VENDOR: Goldstein, Glenn E. INVOICE#: 1329085407221052 DATE: 7/22/2016 Lunch; 07/14/16 - Lunch meeting with Bobby Kane and witness, Daniel Van Vlee, to discuss deposition.; Merchant: Yolo; Attendees: Glenn E. Goldstein, Daniel Van Vleet, Robert R. Kane	$	71.50

07/14/16	WestlawNext Research by MACDONALD,LINDSAY.	$	59.40
07/17/16	VENDOR: Soundpath / Premier Global - ACH INVOICE#: 3055790500-071716 DATE: 7/17/2016 Conferencing Services Invoice Date 160713 User BAB Client Code 155480 Matter Code 010200	$	0.00
07/18/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-20160714017 DATE: 7/18/2016 7/11/2016, served on: Charles R. Scheper	$	446.45
07/18/16	WestlawNext Research by BERRY,BRIDGET A.	$	29.70
07/18/16	WestlawNext Research by MACDONALD,LINDSAY.	$	29.70
07/19/16	VENDOR: Berry, Bridget A. INVOICE#: 13392241080311 38 DATE: 8/3/2016 Breakfast; 07/19/16 - Deposition of Charles Scheper; Merchant: Hilton Netherland	$	12.31
07/19/16	VENDOR: Berry, Bridget A. INVOICE#: 13392241080311 38 DATE: 8/3/2016 Meals Other; 07/19/16 - Deposition of Charles Scheper; Merchant: Starbucks	$	3.45
07/19/16	VENDOR: Berry, Bridget A. INVOICE#: 13392241080311 38 DATE: 8/3/2016 Meals Other; 07/19/16 - Deposition of Charles Scheper; Merchant: Dunkin Donuts	$	4.20
07/19/16	VENDOR: Berry, Bridget A. INVOICE#: 1336782607291053 DATE: 7/29/2016 Parking; 07/19/16 - Attend deposition of Charles Scheper	$	29.00
07/19/16	VENDOR: Berry, Bridget A. INVOICE#: 13392241080311 38 DATE: 8/3/2016 Car Service/Taxi; 07/19/16 - Deposition of Charles Scheper	$	40.80
07/19/16	VENDOR: AirPlus International Inc - ACH INVOICE#: Z200090641 DATE: 8/5/2016 Tkt. No. 00 67825449482 - Berry/Bridget Air/Rail Travel on 07/19/2016: PBI ATL CVG ATL PBI	$	520.00
07/19/16	VENDOR: Berry, Bridget A. INVOICE#: 1336782607291053 DATE: 7/29/2016 Lodging; 07/19/16 - Attend deposition of Charles Scheper	$	351.33
07/19/16	VENDOR: Berry, Bridget A. INVOICE#: 1336782607291053 DATE: 7/29/2016 Hotel - Other; 07/19/16 - Attend deposition of Charles Scheper	$	2.00
07/20/16	VENDOR: Berry, Bridget A. INVOICE#: 13392241080311 38 DATE: 8/3/2016 Meals Other; 07/20/16 - Deposition of Charles Scheper; Merchant: Chick-Fil-A	$	2.17
07/20/16	VENDOR: Berry, Bridget A. INVOICE#: 13392241080311 38 DATE: 8/3/2016 Meals Other; 07/20/16 - Deposition of Charles Scheper; Merchant: Freshens Concourse/Airport	$	4.31
07/22/16	Lexis Charges: 07/22/16 LEXIS ADVANCE Requested by DYCKMAN, MICHAEL Ref: 155480.010200	$	22.01
07/25/16	VENDOR: Empire Legal Support, Inc. INVOICE#: 19787 DATE: 7/25/2016 27225 - Deposition of Daniel R. Van Vleet taken on 7/14/16, re: Charleston Laboratories Inc. v. Dr. Raymond Takigiku	$	552.90
07/29/16	VENDOR: Cin-Tel Corporation INVOICE#: 00067752 DATE: 7/29/2016 Transcript of Charles Scheper, apperance of reporter	$	1,253.10
07/29/16	VENDOR: Tonic Bar and Grille INVOICE#: 18062916490 DATE: 7/29/2016 Working Dinner C. Stiles	$	11.50

08/03/16	Lexis Charges: 08/03/16 LEXIS LEGAL SERVICES Requested by KANE, ROBERT Ref: 155480.010200	$	19.75
08/03/16	Lexis Charges: 08/03/16 LEXIS ADVANCE Requested by KANE, ROBERT Ref: 155480.010200	$	0.50
08/10/16	Lexis Charges: 08/10/16 LEXIS ADVANCE Requested by KANE, ROBERT Ref: 155480.010200	$	19.75
08/17/16	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00082016303 DATE: 8/20/2016 Trk'ing No. 1ZE0W1690196942388 / Next Day Air Commercial from Greenberg Traurig - West Palm Beach Jennifer Thomson to Empire Legal Reporting Production Departmen on 8/17/2016	$	8.83
	Total Expenses:	$	18,408.90

GT GreenbergTraurig

Invoice No.: 4296909
File No. : 155480.010200
Bill Date : October 21, 2016

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through July 31, 2016:

		$	231,505.00
Less Courtesy Discount:		$	(34,725.75)
Total Fees:		$	196,779.25

Expenses:

Service Company Charges	239.10		
Information and Research	1,946.95		
Total Expenses:		$	2,186.05
Current Invoice:		$	**198,965.30**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 38

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
07/01/16	Bridget A. Berry	Review Takigiku verification to interrogatories; review email from J. Long re: requested extension of deadline to limit expert testimony and follow up with team re: recommendations on strategy; draft response to J. Long; review J. Long response re: C. Scheper deposition; finalize subpoena to C. Scheper; email to GT team re: status, deadlines; confer with G. Goldstein re: strategy.	2.00	1300.00
07/01/16	Glenn E. Goldstein	Work on issues regarding preparation for 7/14 deposition of Charleston's valuation expert, Mr. Van Vleet, further review of expert report and select documents cited therein, review emails exchanged with attorney Long regarding his request to extend expert discovery deadline and his request to obtain documents from expert, review documents regarding same; review subpoena duces tecum and deposition notice for third-party witness, Scheper, review prior emails from Scheper regarding same; review case status and strategy issues with Bridget Berry regarding Van Vleet and Scheper depositions, summary judgment motion and trial, follow-up review of select documents, portions of pleadings and scheduling order regarding same	2.90	2030.00
07/01/16	Robert R. Kane	Communication with J. Long re extension of expert motion deadline; Communication with G. Scott regarding Rule 702 and Daubert Motions.	0.50	197.50
07/01/16	Jennifer Thomson	Conduct investigative research relating to Charles "Chuck" Scheper; prepare subpoena for deposition and notice of deposition of Scheper; email communications with Process Server and Court Reporter re: scheduling same; serve same on opposing counsel; Review and analysis of upcoming case deadlines, depositions, and case team tasks in preparation for upcoming trial; Prepare List of relevant contact information for Judge, Magistrate Judge, Clerk, Court Reporter, and all attorneys in connection with upcoming trial.	3.00	780.00
07/01/16	Lauren R. Wherstone	Read correspondence with opposing counsel re: deposition of D. Van Vleet; revise notice of deposition for C. Scheper, per federal rules; analysis re: correspondence and strategy for dealing with SIDIS counsel for subpoena to C. Scheper.	0.70	280.00
07/02/16	Lindsay L. MacDonald	Draft Statement of Undisputed Facts, legal standard section, and section of argument discussing that the Stockholders Agreement and the SRA created concurrent rights.	4.10	1107.00
07/04/16	Bridget A. Berry	Receive and review J. Long response to 6/30 email.	0.10	65.00

07/04/16	Glenn E. Goldstein	Further work on issues regarding preparation for 7/14 deposition of Charleston's valuation expert, Mr. Van Vleet, further review of expert report and select documents cited therein; review email from attorney Long regarding Scheper deposition	1.80	1260.00
07/04/16	Lindsay L. MacDonald	Work on argument sections of Motion for Summary Judgment that Company properly exercised its repurchase rights, that it had current right to repurchase 70 shares under the SRA, and that Takigiku could no longer challenge fair value determination.	5.20	1404.00
07/05/16	Bridget A. Berry	Analysis relating to Takigiku document production.	0.30	195.00
07/05/16	Glenn E. Goldstein	Continued work on issues regarding preparation for 7/14 deposition of Charleston's valuation expert, Mr. Van Vleet, further review of expert report and documents regarding same; further review of pleadings, documents and select portions of deposition transcripts regarding case and summary judgment issues; review Takigiku's supplemental responses to Charleston's request for production, letter from attorney Long and select produced documents, and confer with Bobby Kane regarding same	3.20	2240.00
07/05/16	Robert R. Kane	Communication with G. Scott re Takigiku's supplemental document production; Review and analysis of Takigiku's supplemental/amended document production per Court Order to determine litigation strategy and overall case impact.	2.80	1106.00
07/05/16	Lindsay L. MacDonald	Continue to draft Motion for Summary Judgment. Strategize regarding arguments in Motion for Summary judgment and how to address counterclaim in Motion for Summary Judgment.	2.40	648.00
07/05/16	Jennifer Thomson	Follow up with Rock Legal Investigations regarding status of service for Subpoena for Deposition of Charles "Chuck" Scheper.	0.30	78.00
07/05/16	Lauren R. Whetstone	Analysis re: defendant's supplemental production	0.20	80.00
07/06/16	Bridget A. Berry	Strategy analysis re: new documents produced by Takigiku and motion to compel/motion for sanctions; draft response to J. Long re: Takigiku unclean hands; confer with J. Thomson and R. Kane re: service on C. Scheper and documentation of Takigiku/SIDIS obstruction of deposition; confer with J. Thomson re: Takigiku Bates Stamp number issues.	1.30	845.00

07/06/16	Glenn E. Goldstein	Review additional documents produced by Takigiku in his supplemental production; further preparation for 7/14 deposition of Charleston's valuation expert, Mr. Van Vleet. further review of expert report and documents regarding same; review subpoena duces tecum issued to Mr. Van Vleet, and work on issues regarding producing responsive documents to opposing counsel, review select documents and applicable rules, and confer with Bobby Kane regarding same; review and provide comments to drafts of response emails to attorney Long. and to attorney Hornbach regarding Scheper deposition; review issues regarding potential motion to compel Dr. Takigiku to sit for another deposition session in light of supplemental document production, review documents and research issues regarding same	2.90	2030.00
07/06/16	Robert R. Kane	Communication with D. Van Vleet regarding notice of deposition and subpoena for documents; Legal research and analysis of federal case law to support sanctions against Takigiku for his objections to requests for production only to state there are no responsive documents after being compelled to produce documents responsive to those requests.	1.90	750.50
07/06/16	Lindsay L. MacDonald	Complete initial draft of Motion for Summary Judgment.	4.90	1323.00
07/06/16	Jennifer Thomson	Email to G. Scott re: status update on service of process attempts on Charles "Chuck" Scheper.	0.40	104.00
07/06/16	Jennifer Thomson	Analysis of Defendant's Supplemental Document Production; email same to G. Scott and P. Bosse; email to N. Patterson (J. Long paralegal) concerning Defendant's omission of certain documents (gaps in numbers); email same to G. Scott and P. Bosse; Review and analysis of all email correspondence to D. Van Vleet in anticipation of potential document productions pertaining to expert. Emails and phone calls to Rock Legal Investigations regarding status of service for Subpoena for Deposition of Charles "Chuck" Scheper; email to G. Scott re: update on service of process.	4.40	1144.00
07/06/16	Lauren R. Whetstone	Attention to deposition notice for D. Van Vleet; review correspondence to T. Hornbach re: service of subpoena for deposition of C. Scheper.	1.10	440.00
07/07/16	Bridget A. Berry	Confer with R. Kane and review communications with T. Hornbach re: service on C. Scheper.	0.40	260.00
07/07/16	Glenn E. Goldstein	Continued preparation for 7/14 deposition of Charleston's valuation expert. Mr. Van Vleet, further review of expert report and documents regarding same; review Takigiku's motion to extend deadline to limit or exclude expert testimony; review attorney Hornbach's response email regarding Scheper deposition; further review of documents produced by Takigiku in his supplemental production	2.80	1960.00

07/07/16	Robert R. Kane	Review and analysis of deposition transcript of Dean Rutley in preparation for Statement of Undisputed Facts and overall case litigation strategy. Continued work on Statement of Undisputed Facts in Support of Motion for Summary Judgment; included review and analysis of Takigiku's Responses to Request for Admissions and Interrogatories, deposition transcript of Ray Takigiku dated May 3, 2016, as well as all pleadings and discovery motions.	6.50	2567.50
07/07/16	Lauren R. Whetstone	Analyze correspondence from opposing counsel re: supplemental production; correspondence re: same and send to client; research federal rules re: time for service of subpoena prior to deposition without duces tecum; attention to correspondence from T. Hornbach re: deposition of C. Scheper; strategy re: motion for summary judgment; revise and draft statement of undisputed facts in support of motion for summary judgment; revise and draft motion for summary judgment.	3.10	1240.00
07/08/16	Bridget A. Berry	Review order on Motion to Compel ESI and follow up with P. Hutchinson; review T. Hornbach response to letters re: C. Scheper deposition; analysis re: upcoming deadlines; analysis re: expert deposition.	1.00	650.00
07/08/16	Glenn E. Goldstein	Review order on Charleston's motion to compel regarding certain interrogatories, requests for admission and document requests, review corresponding discovery responses regarding same; review Takigiku's motion to extend deadline to limit or exclude expert testimony; review letter from attorney Hornbach regarding Scheper deposition; further prepare for 7/14 deposition of Charleston's valuation expert, Mr. Van Vleet, further review of expert report and documents regarding same;	2.60	1820.00
07/08/16	Robert R. Kane	Review and analysis of deposition transcript of Paul Bosse in preparation for providing record support in Statement of Undisputed Facts and Motion for Summary Judgment.	5.00	1975.00
07/08/16	Lindsay L. MacDonald	Revise Motion for Summary Judgment based on feedback from L. Whetstone. Draft introduction and applicable law section of Motion for Summary Judgment.	6.00	1620.00
07/08/16	Kelly A. Terribile	Messages regarding Takigiku supplemental production; review same; message regarding SIDIS Board Meeting Minutes 2010; message regarding Takigiku production regarding Series B; message regarding updated case deadline chart.	2.20	1584.00
07/08/16	Jennifer Thomson	Review and analysis of upcoming trial deadlines and tasks; update summary.	0.90	234.00
07/08/16	Lauren R. Whetstone	Revise and draft motion for summary judgment; review letter from T. Hornbach re: deposition of C. Scheper.	3.40	1360.00

07/09/16	Lindsay L. MacDonald	Continue revisions to Motion for Summary Judgment. Review and analyze Bosse deposition to determine testimony to use in Statement of Undisputed Facts.	3.80	1026.00
07/10/16	Lindsay L. MacDonald	Continue to review and analyze Bosse deposition to determine testimony to use in Statement of Undisputed Facts.	0.80	216.00
07/10/16	Lauren R. Whetstone	Review and revise motion for summary judgment.	4.60	1840.00
07/11/16	Bridget A. Berry	Review correspondence from J. Long; revise email to J. Long relating to C. Scheper deposition; review court order granting/denying motion to compel; analyze upcoming deadlines; meet and confer with GT team re: status and strategy on various matters and preparation for anticipated motions of SIDIS/Takigiku to block Scheper deposition; follow up re: service on C. Scheper; draft status report to client; telephone conference with client re: matters addressed in status report and related issues; meet with R. Kane and L. MacDonald re: strategy in connection with Stockholders Agreement and vehicle to avoid technical issues relating to Exhibit to Second Amended Complaint.	4.50	2925.00
07/11/16	Glenn E. Goldstein	Continued preparation for 7/14 deposition of Charleston's valuation expert, Mr. Van Vleet, further review of expert report, pleadings, deposition excerpts and documents regarding same; review issues regarding preparation of response and objections to subpoena duces tecum issued to Mr. Van Vleet, further review of subpoena and research, and conference with Bobby Kane regarding same; review further email correspondence exchanged between Bridget berry and attorney Long regarding Scheper deposition; review comprehensive case status and strategy memo	2.90	2030.00

07/11/16	Robert R. Kane	Review and analysis of e-mails involving R. Takigiku in June 2008 to determine which SRA was executed, as well as review and analysis of file, pleadings and discovery to determine litigation strategy regarding Takigiku's failure to attach executed version of the SRA to the Complaint .Attended litigation strategy conference with GT team; Began drafting Response and Objections to Defendant's subpoena to produce documents directed to Dan Van Vleet dated July 6, 2016; Review and analysis of all e-mail communications with Dan Van Vleet in preparation for producing responsive documents in accordance with subpoena directed to Dan Van Vleet dated July 6, 2016; included legal research and analysis of Federal Rule 26 and case law interpreting same to determine the appropriate scope of said discovery; Began drafting Motion to Re-Open the Deposition of Ray Takigiku; Legal research and analysis of Federal case law to support our Motion to re-open the deposition of Ray Takigiku given the production of additional documents after discovery cut-off.	8.10	3199.50
07/11/16	Lindsay L. MacDonald	Conduct research for use in Motion to Conform Pleadings to the Evidence. Begin to draft Motion to Conform Pleadings to the Evidence.	4.40	1188.00
07/11/16	Jason Temple	Work with Jennifer Thomson to run searches in Relativity and export documents to PDF for an offline review.	0.20	40.00
07/11/16	Kelly A. Terribile	Review court order regarding Charleston motion to compel electronic discovery; message regarding status of items and open items; message regarding updated case deadlines/trial tasks.	0.30	216.00
07/11/16	Jennifer Thomson	Review and analysis of documents reviewed by expert D. Van Vleet in connection with production to Defendant in advance of D. Van Vleet deposition;	5.40	1404.00
07/11/16	Lauren R. Whetstone	Work on motion for summary judgment; strategy re: motion to conform pleadings to the evidence; strategy re: motion to re-depose Takigiku; strategy meeting with team re: upcoming deadlines and motions; attention to status update of all upcoming deadlines to client; strategy re: amending complaint for new stockholders agreement.	3.50	1400.00

07/12/16	Bridget A. Berry	Prepare for meeting with expert; review G. Scott information re: patents; confer with G. Scott re: various issues; analysis re: transcript of continuation of R. Takigiku deposition and re: providing to expert; analysis of issues presented and draft stipulation re: First Signed Set and Second Signed Set pertaining to Shareholders Agreement; analysis of exhibits to proposed stipulation and redline between Womble versions; confer with R. Kane re: Takigiku subpoena for documents pertaining to expert's analysis and Charleston response; review nad revise response; confer with J. Thomson re: Salpeter's office does not have dial-in capability and deposition of Van Vleet must be moved, follow up; strategy analysis re: deposition of expert; confer with J. Thomson re: ESI review for C. Scheper communications in preparation for C. Scheper deposition.	6.70	4355.00
07/12/16	Glenn E. Goldstein	Review and provide comments to multiple drafts of response and objections to subpoena duces tecum issued to Mr. Van Vleet before service to opposing counsel, final review of subpoena and research, review select documents to be provided to opposing counsel under subpoena, and confer with co-counsel regarding same; further review of Mr. Van Vleet's expert report, select documents and confer with co-counsel regarding continued preparation for Mr. Van Vleet's 7/14 deposition, review re-notice of deposition (as to location) regarding same	2.70	1890.00
07/12/16	Phillip H. Hutchinson	Oversee search of GT email server in re: work product documents.	0.50	297.50

07/12/16	Robert R. Kane	Telephone conference with D. Van Vleet re responses to subpoena duces tecum and production of documents; e-mail communications with D. Van Vleet re deposition transcript of R. Takigiku dated June 27, 2016 and documents responsive to Takigiku's Subpoena; Receipt and review of all documents relied upon by Dan Van Vleet in forming his opinions in preparation for responding to Takigiku's subpoena; drafted an index of documents already produced to Takigiku; produced documents to Takigiku that have not been produced such as articles. Also reviewed these documents as part of preparation for the pre-deposition conference with D. Van Vleet on 7/13; Finalized Response and Objections to Defendant's Subpoena to produce documents directed to Dan Van Vleet dated July 6, 2016; Revisions and edits to proposed Stipulation of Facts relating to Charleston's Stockholders Agreement and Stock Restriction Agreement; included review and analysis of Exhibits to be attached thereto; Detailed review and analysis of deposition transcript of Ray Takigiku dated 6/27 in preparation for providing record cites in Statement of Undisputed Facts; Communication and secure file transfer document production to opposing counsel related to Charleston's Response and Objections to Defendant's subpoena to produce documents directed to Dan Van Vleet on July 6, 2016.	7.60	3002.00
07/12/16	Lindsay L. MacDonald	Draft Affidavit of Paul Bosse in support of Motion for Summary Judgment. Revise Motion for Summary Judgment based on Affidavit.	2.90	783.00
07/12/16	Jason Temple	Per the request of Jennifer Thomson assist in working with the GC office to collect emails from George Scot's in-box.	0.30	60.00
07/12/16	Jennifer Thomson	Begin review and analysis of prior versions of Stockholders Agreement and Stock Restriction Agreement relating to draft Stipulation of Facts Relating to same relating to preparation of Motion to Substitute/Stipulation of Exhibit "A" attached to Plaintiff's Second Amended Complaint.	0.80	208.00
07/12/16	Jennifer Thomson	Email and phone call to defense counsel's office regarding conference call capability for deposition of D. Van Vleet; emails to team relating to location change of deposition; coordinate reservation of conference room at GT-Ft. Lauderdale office; Per instructions from G. Scott, review various GT Filesite folders for emails to/from G. Scott (while at GT) and C. Scheper or any party on behalf of the Scheper Trust, attaching "Cap Table."	5.30	1378.00
07/12/16	Lauren R. Whetstone	Revise response and objections to subpoena to D. Van Vleet; phone call re: same; correspondence and phone call re: affidavit in support of motion for summary judgment; attention to correspondence re: prep and deposition of D. Van Vleet.	0.80	320.00
07/13/16	Bridget A. Berry	Prepare for expert witness deposition.	8.00	5200.00

07/13/16	Glenn E. Goldstein	Continued preparation for 7/14 deposition of Charleston's valuation expert, Mr. Van Vleet, further review of expert report and supporting documents thereto, subpoena duces tecum and responses/objections thereto, and research, attend deposition preparation meetings with expert, clients and co-counsel, review and identify additional documents to produce to opposing counsel for the deposition, and review and revise email correspondence to opposing counsel regarding same; review and provide comments to certain documents marked by Charleston "Confidential" per objections made by opposing counsel; review Takigiku's third amended supplemental answers to Charleston's request for admissions	7.70	5390.00
07/13/16	Kenneth A. Herky	Meet and confer with Bridget Berry, Glenn Goldstein and client re: expert witness issues	0.50	267.50
07/13/16	Robert R. Kane	Communications with J. Long re documents responsive to the subpoena issued to D. Van Vleet and clarification re same; Completed supplemental production of documents given to D. Van Vleet in response to Subpoena; e-mail communication to J. Long and C. Bridgmon re same; Attended pre-deposition conference with Dan Van Vleet; Review and analysis of Takigiku's Third Amended/Supplemental Responses to Charleston's First Request for Admissions; Preparation for pre-deposition conference with Dan Van Vleet.	10.00	3950.00
07/13/16	Kelly A. Terribile	Messages regarding expert subpoena and draft responses to same; messages regarding notice of deposition; review expert report in preparation for expert deposition preparation; attend expert deposition preparation; message regarding Takigiku's Third Supplemental Responses to Request for Admissions.	3.50	2520.00
07/13/16	Jennifer Thomson	Review and analysis of prior versions of Stockholders Agreement and Stock Restriction Agreement relating to draft Stipulation of Facts Relating to same. Review and analysis of exhibits to Stipulation of Facts Relating to Charleston Laboratories, Inc. Stockholder Agreement and Stock Restriction Agreement; Finalize review and analysis of documents reviewed by expert D. Van Vleet in connection with production to Defendant in advance of D. Van Vleet deposition; finalize preparation of potential exhibits and witness materials for witness prep. meeting; Obtain unencrypted copy of D. Rutley deposition transcript from court reporter; prepare email to D. Rutley and A. Bost, copying G. Scott, attaching same; Review and analysis of G. Paul Bosse confidential deposition transcripts relating to proposed redactions re: J. Long email concerning filing same under seal; prepare redactions per B. Berry; send same to G. Scott for review.	7.10	1846.00

07/14/16	Bridget A. Berry	Confer with G. Scott re: patent email and other issues pertaining to expert deposition and general preparation and follow up for expert witness deposition; telephone call to Bray and Long; confer with G. Goldstein and R. Kane during and after deposition; review email from K. Terribile re: Delaware law and confidentiality of documents; conferral with C. Bridgmon re: stipulation on First Signed Set and Second Signed Set and report to team; research re: Judge Cohn cases on motion to exclude expert testimony; email to client re: expert testimony and Judge Cohn precedent on motions to exclude expert testimony; analysis re: updated deadlines.	5.70	3705.00
07/14/16	Ann Chase	Research orders by Judge Cohn [143209]	0.50	92.50
07/14/16	Glenn E. Goldstein	Final preparation for, and attend and defend deposition of valuation expert, Mr. Van Vleet; attend post-deposition meeting with Mr. Van Vleet and Bobby Kane to discuss results of deposition and future tasks likely needed; conference call with attorney Scott, Bridget Berry, Kelly Terribile and Bobby Kane to discuss results of deposition, and various case status and strategy issues; review and provide comments to draft of stipulation regarding Charleston's stockholders agreement with exhibits	7.40	5180.00
07/14/16	Robert R. Kane	Attended deposition of Dan Van Vleet; Attended pre-deposition and post-deposition meetings with Dan Van Vleet to discuss opinions and testimony; Attended strategy call with GT team and G. Scott following the deposition of Dan Van Vleet.	7.70	3041.50
07/14/16	Lindsay L. MacDonald	Draft Motion for Extension of time to file Dispositive Motions and accompanying Proposed Order.	1.00	270.00
07/14/16	Kelly A. Terribile	Messages regarding "confidentiality" designation of documents; review Takigiku deposition transcript vol. II and add to case summary; messages regarding expert deposition; messages regarding call to discuss expert deposition; attend call to discuss expert deposition; message regarding summary of conferral with Takigiku counsel; message regarding stipulation of facts and exhibits; message regarding filing of confidential documents by Takigiku under seal; messages regarding draft stipulation of facts; review and revise same; message regarding comments to same.	3.70	2664.00
07/14/16	Jennifer Thomson	Continued review and analysis of G. Paul Bosse confidential deposition transcripts relating to proposed redactions re: J. Long email concerning filing same under seal; prepare additional redactions per G. Scott; Emails to/from Research Dept. re: request for copies of opinions issued by Judge Cohn relating to Daubert or Expert Motions; Continued review and analysis of exhibits to Stipulation of Facts Relating to Charleston Laboratories, Inc. Stockholder Agreement and Stock Restriction Agreement.	4.20	1092.00

07/15/16	Bridget A. Berry	Analysis re: motion to extend deadline to file dispositive motions and J. Long response to same; communications with G. Scott re: various issues; analysis re: expert opinion and whether reasonableness of Board review is opinion on ultimate fact and respond to G. Scott inquiry; review and revise motion for extension of time to file motion for summary judgment; analysis re: supplementing expert disclosure to add transcript of continuation of Takigiku deposition and patent email; draft response to T. Hornach letter in response to Charleston 6-29 and 6-30 letters;	3.70	2405.00
07/15/16	Glenn E. Goldstein	Review prior Daubert decisions by Judge Cohn regarding probable Daubert motion to be filed by Takigiku as to Van Vleet; review updated draft of stipulation regarding Charleston's stockholders agreement with exhibits; review Takigiku's motion to seal; review and provide comments to draft of Charleston's motion for extension of deadline to file motions for summary judgment; review issues regarding supplementing Charleston's expert disclosure in light of Van Vleet deposition; review summary judgment issues, review select documents and portions of pleadings regarding same	1.90	1330.00
07/15/16	Robert R. Kane	Continued drafting Statement of Undisputed Material Facts.	4.30	1698.50
07/15/16	Lindsay L. MacDonald	Review and revise Motion for Extension of time to file Dispositive Motions. Update Proposed Order accordingly.	1.10	297.00
07/15/16	Kelly A. Terribile	Message regarding transcript of expert deposition; messages regarding proposed stipulation of facts; review Takigiku deposition transcript vol. II and exhibits regarding same.	0.50	360.00
07/15/16	Lauren R. Whetstone	Attention to correspondence and agreement from opposing counsel re: joint motion to extend deadline to file dispositive motions; attention to Defendant's motion to seal documents.	0.30	120.00
07/16/16	Bridget A. Berry	Strategy analysis relating to Motion for extension and communications with client and team re: motion.	0.80	520.00
07/16/16	Glenn E. Goldstein	Written Motions and Submissions review and provide comments to draft of Charleston's motion for extension of deadline to file motions for summary judgment before filing, exchange emails with Bridget Berry regarding same	0.30	210.00
07/16/16	Lindsay L. MacDonald	Finalize Motion for Extension of time to file Dispositive Motions and accompanying Proposed Order in preparation for filing same.	0.30	81.00
07/16/16	Jennifer Thomson	Prepare partially Unopposed Motion to Extend for filing and service.	0.80	208.00
07/17/16	Bridget A. Berry	Analysis of upcoming deadlines and strategy; finalize stipulation; communication with C. Bridgmon re: stipulation.	1.00	650.00

07/17/16	Glenn E. Goldstein	Review and provide comments to latest draft of stipulation regarding Charleston's stockholders agreement with exhibits, review email from Bridget Berry to attorney Bridgmon regarding same; review and provide comments to draft of letter to attorney Hornbach regarding Scheper deposition, exchange emails with Bridget Berry regarding all of the foregoing	0.50	350.00
07/17/16	Lindsay L. MacDonald	Strategize regarding Motion for Summary and accompanying affidavit of Paul Bosse.	0.20	54.00
07/18/16	Bridget A. Berry	Analysis re: tax code regulations; review and revise summary judgment motion; confer with L. Whetstone re: strategy on briefing; confer with L. MacDonald re: anticipated motions to quash; multiple communications with client; communications with T. Hornbach; prepare for C. Scheper deposition in Cincinnati.	12.00	7800.00
07/18/16	Glenn E. Goldstein	Review order granting motion to extend deadline to file summary judgment motions; review attorney Long's 7/18 email regarding Scheper deposition; review strategy issues with Bridget Berry regarding Scheper deposition, review select documents regarding same; review and provide comments to draft of Charleston's motion for summary judgment, further review of select documents and excerpts of depositions, and portions of pleadings regarding same	2.70	1890.00
07/18/16	Robert R. Kane	Revisions and edits to affidavit of Paul Bosse in support of Motion for Summary Judgment; Review and analysis of Takigiku's first request for production of documents and Court Order on Takigiku's Motion to Compel in preparation for Chuck Schepe deposition.	1.50	592.50
07/18/16	Lindsay L. MacDonald	Begin to draft Motion to Transfer Motion to Quash Scheper subpoena. Conduct research regarding the authentication of documents for trial.	2.10	567.00
07/18/16	Kelly A. Terribile	Message regarding court reporter confidentiality acknowledgment; message regarding draft fact stipulation for review by Takigiku counsel; message regarding draft summary judgment brief; message regarding extension for filing pre-trial motions; messages regarding timing and scope of Scheper deposition.	0.50	360.00
07/18/16	Lauren R. Whetstone	Attention to correspondence with opposing counsel re: deposition of C. Scheper; attention to local rules for motion for summary judgment and correspondence to team re: same; attention to T. Hornbach's correspondence re: deposition appearance of C. Scheper; correspondence re: same.	0.60	240.00
07/19/16	Bridget A. Berry	Prepare for deposition of C. Scheper; Analysis of summary judgment issues and K. Terrible's comments to summary judgment motion, preparation relating to upcoming deadlines.	8.00	5200.00

07/19/16	Glenn E. Goldstein	Review court's order granting Takigiku's motion to file under seal; further review and comments to draft of Charleston's motion for summary judgment, further review of pleadings, select documents and deposition excerpts regarding same	1.90	1330.00
07/19/16	Robert R. Kane	Review and analysis of Sidis cap table, Sidis documents, correspondence with T. Hornbach and C. Scheper e-mails with G. Scott at GT in preparation for deposition of Chuck Scheper.	0.60	237.00
07/19/16	Lindsay L. MacDonald	Review and analyze Judge Cohn cases for summary judgment standard. Strategize regarding Motion to Seal.	0.60	162.00
07/19/16	Kelly A. Terribile	Message regarding tax court construction of Section 83(b) and "for cause" termination; message regarding draft motion for summary judgment; message regarding review of same and timing; review and revise draft motion for summary judgment; message regarding comments to same.	6.60	4752.00
07/19/16	Jennifer Thomson	Review and analysis of deposition transcripts, exhibits, and SIDIS documents in preparation for deposition of C. Scheper; Further emails to/from Research Dept. re: request for copies of opinions issued by Judge Cohn relating to Orders on Daubert or Expert Motions; Finalize review and analysis of documents and exhibits in preparation for deposition of D. Van Vleet.	4.00	1040.00
07/20/16	Bridget A. Berry	Meet in preparation for deposition; Deposition of Charles Scheper.	13.00	8450.00
07/20/16	Glenn E. Goldstein	Continued review and comments to updated drafts of Charleston's motion for summary judgment, and draft of uncontested statement of facts, further review of pleadings, select documents and deposition excerpts regarding same; review "meet and confer" email from attorney Long regarding Takigiku's intended Daubert motion	2.30	1610.00
07/20/16	Robert R. Kane	Continued revisions and edits to Charleston's, Statement of Undisputed Material Facts and Affidavit of Paul Bosse.	2.20	869.00
07/20/16	Kelly A. Terribile	Message regarding Takigiku's proposed filing of motion to exclude expert testimony and file documents under seal.	0.10	72.00
07/20/16	Lauren R. Whetstone	Attention to correspondence re: status and outcome of deposition of C. Scheper; attention to declarations of N. Ferrey and LeCroix from opposing counsel; attention to revised motion for summary judgment and affidavit.	0.40	160.00
07/21/16	Bridget A. Berry	Follow up re: Scheper deposition; Trial preparation including analysis relating to deposition designations, pretrial stipulation, findings of fact and conclusions of law, various evidentiary issues, telephone meeting with DecisionQuest; communications with client.	4.50	2925.00

07/21/16	Glenn E. Goldstein	Review Van Vleet deposition transcript and exhibits in anticipation of Daubert motion to be filed Takigiku; review and comments to revised drafts of Charleston's motion for summary judgment, and of uncontested statement of facts, further review of pleadings, select documents and deposition excerpts regarding same	2.90	2030.00
07/21/16	Robert R. Kane	Agreement and Bexion Employment Agreement, as well as conferral re motion to file same under seal; Communication with Dan Van Vleet re supplement to list of documents considered in support of his expert report; Drafted Charleston's Motion for Leave to File Confidential Documents Under Seal; appendix of exhibits to be filed under seal and proposed order granting Charleston's Motion for Leave.	1.50	592.50
07/21/16	Jennifer Thomson	Review and analysis of deposition exhibits of all witnesses; prepare first draft of Trial Exhibit List re: same.	4.50	1170.00
07/22/16	Bridget A. Berry	Correspondence with opposing counsel and analysis re: exhibits Takigiku intends to attach to Motion to Exclude; confer with client re: same; work with R. Kane re: supplemental disclosure (supplement to Reliance List to add transcript of Takigiku and patent email); email to client re: same; Draft email to T. Hornbach re: motion to seal and SIDIS documents; follow up with C. Bridgmon re: execution of draft stipulation relating to Stockholders Agreement and Stock Restriction Agreement; receive and review order granting in part and denying in part Motion to Strike Affirmative Defenses; email to J. Long re: maintaining confidentiality designations and re: Van Vleet deposition testimony and report; continue to revise draft summary judgment motion and statement of facts; and many communications with client re: draft summary judgment motion and P. Bosse affidavit and possible C. Godwin affidavit; receive and review Acknowledgment relating to Stipulated Protective Order signed by C. Schoper; review Takigiku Motion to Seal; analyze case re: Van Vleet.	7.30	4745.00
07/22/16	Michael A. Dyckman	Researched all Orders on Motions for Summary Judgment issued by Judge Cohn from selected cases; Researched cases/orders where expert witness Daniel Van Vleet's opinion was disputed and/or criticized by judge.	1.20	222.00

07/22/16	Glenn E. Goldstein	Review and provide comments to Charleston's supplemental expert disclosure before service to opposing counsel; review and provide comments to portions of Van Vleet's expert report and certain exhibits thereto regarding confidentiality designations in anticipation of Takigiku's impending Daubert motion; review and provide comments to revised drafts of Charleston's motion for summary judgment, uncontested statement of facts and Bosse affidavit. further review of pleadings, select documents and deposition excerpts regarding same; review and exchange emails with attorney Scott, Bridget Berry and Bobby Kane regarding all of the foregoing	2.80	1960.00
07/22/16	Robert R. Kane	Drafted Charleston's Supplemental Expert Disclosure to add two documents to the List of Documents Considered by Dan Van Vleet; drafted supplemental exhibit A to the expert report; forwarded same to D. Van Fleet for approval before serving same; served Supplemental Expert Disclosure on opposing counsel; Communication with Tony Hornbach regarding filing the equity transfer agreement and boxion employment agreement under seal.	0.90	355.50
07/22/16	Lindsay L. MacDonald	Review and revise Motion to File under Seal. Strategize regarding Motion for Summary Judgment and signing of affidavit.	0.90	243.00
07/22/16	Kelly A. Terribile	Message regarding expert deposition; review exhibits to same; message regarding to file documents under seal in connection with summary judgment brief; message regarding P. Bosse affidavit; messages regarding draft statement of undisputed facts and brief in support of motion for summary judgment; review and revise draft statement of undisputed facts; message regarding same.	2.00	1440.00
07/22/16	Lauren R. Whetstone	Attention to correspondence with opposing counsel re: exhibits for summary judgment; attention to correspondence re: protective order relating to C. Scheper; attention to supplemental expert disclosure.	0.50	200.00
07/23/16	Bridget A. Berry	Communications with G. Scott re: affidavit and summary judgment motion and follow up re: analysis.	1.30	845.00
07/23/16	Glenn E. Goldstein	Continuing review and comments to further revised drafts of Charleston's motion for summary judgment, supporting affidavit of Mr. Bosse and statement of facts, conference call with attorney Scott, Bridget Berry and Lindsay McDonald, and review further written comments from attorney Scott regarding same; further review of select portions of Van Vleet deposition transcript and exhibits regarding issues related to the impending Daubert motion to be filed by Takigiku	3.30	2310.00
07/23/16	Lindsay L. MacDonald	Strategize regarding arguments in Motion for Summary Judgment and rule imposed limitations.	1.70	459.00

07/24/16	Bridget A. Berry	Work with L. MacDonald on Van Vleet designations; revise Motion to Seal; confer with G. Goldstein re: strategy; work on Motion for Summary Judgment; confer with client; analysis re: confidentiality of exhibits to supplemental Van Vleet filing.	3.90	2535.00
07/24/16	Glenn E. Goldstein	Review and provide comments to draft of Charleston's motion to seal before filing; review and provide comments to proposed confidentiality designations from Van Vleet deposition transcript; review and provide comments to further revised drafts of Charleston's motion for summary judgment and statement of facts; review and exchange emails with attorney Scott and Bridget Berry regarding all of the foregoing	2.00	1400.00
07/24/16	Lindsay L. MacDonald	Review and analyze deposition of Van Vleet and expert report in order to determine confidentiality designations for same. Finalize Motion to Seal in preparation for filing same.	4.30	1161.00
07/24/16	Jennifer Thomson	Review and analysis of Unopposed Motion to File Confidential Documents Under Seal; file/serve same and send to client.	0.70	182.00
07/25/16	Bridget A. Berry	Finalize Motion for Summary Judgment, Affidavits, Statement of Facts; Exhibits; Review Takigiku's Filings; conference with client and GT team.	12.00	7800.00
07/25/16	Glenn E. Goldstein	Further review and comments to proposed confidentiality designations from Van Vleet deposition transcript, review emails exchanged with attorney Long regarding same; review and provide comments to draft of stipulation regarding stockholders and stock restriction agreements; final review and comments to multiple revised drafts of Charleston's motion for summary judgment, supporting affidavits of Bosse and Godwin, and statement of facts before filing; conference call with attorney Scott, Bridget Berry, Kelly Terribile, Bobby Kane and Lindsay MacDonald regarding the foregoing; review and analyze Takigiku's Daubert motion to exclude or limit testimony of Charleston's valuation expert, Van Vleet, with supporting memorandum of law; review Takigiku's motion for summary judgment with supporting statement of facts and memorandum of law; review and exchange emails with attorney Scott, Bridget Berry, Kelly Terribile, and Bobby Kane regarding all of the foregoing	5.50	3850.00
07/25/16	Robert R. Kane	Attended conference call with GT team and George Scott re summary judgment motion, statement of undisputed material facts and affidavit of Paul Bosse; Finalized Statement of Undisputed Material Facts, affidavit of Paul Bosse in preparation for filing same.	5.40	2133.00

07/25/16	Robert R. Kane	Drafted Charleston's Supplemental Motion for Leave to File Confidential Documents Under Seal; appendix of exhibits to be filed under seal and proposed order granting Charleston's Motion for Leave.	0.50	197.50
07/25/16	Lindsay L. MacDonald	Assist in preparation of Motion for Seal, Motion for Summary Judgment, Statement of Material facts; exhibits;analysis re: Local Rule requirements and compliance; case check and final review.	12.20	3294.00
07/25/16	Kelly A. Terribile	Review supplemental expert disclosure; review and comment on supplemental expert disclosure; statement of facts; summary judgment motion; affidavits in supprot of summary judgment motion; Analysis regarding Founding Stockholder secondary right to repurchase; messages regarding Takigiku's counsel comments to draft stipulation of facts relating to Stockholders Agreement and SRA; messages regarding Takigiku filing of Rutley Depo. Exhibit 50 and May 30, 2008 board minutes; messages regarding changes between original and subsequent Stockholders Agreement; phone conference J. Thompson regarding certificate no. 14;	8.80	6336.00
07/25/16	Jennifer Thomson	Multiple revisions to and respond to attorney questions pertaining to facts and exhibits re: Statement of Undisputed Facts and related exhibits, Affidavit of Paul Bosse and related exhibits, Affidavit of Chris Godwin, Motion for Summary Judgment, and Unopposed Motion to File Under Seal; prepare same for filing and service.	13.50	3510.00
07/25/16	Lauren R. Whetstone	Attention to correspondence from opposing counsel re: filing documents under seal for motion to strike expert D. Van Vleet; correspondence re: local rules for summary judgment motions.	0.30	120.00
07/26/16	Bridget A. Berry	Conference with GT team re: status and strategy; analyze Takigiku Motion for Summary Judgment and Motion to Exclude and missing Exhibit "P" to Motion for Summary Judgment (Rutley email); telephone conference with client; receive C. Bridgmon email re: Certificate 14 and follow up investigation re: Takigiku document requests and whether Certificate 14 was requested/produced; review notice of corrected exhibit 8; analysis of pretrial deadlines and preparation for same; review court orders on seal motions.	4.50	2925.00
07/26/16	Glenn E. Goldstein	Further review and analysis of Takigiku's Daubert motion to exclude or limit testimony of Charleston's valuation expert, Van Vleet, with supporting memorandum of law, and of Takigiku's motion for summary judgment with supporting statement of facts and memorandum of law, review select, cited documents and case law regarding same; conference call with co-counsel defense team regarding all of the foregoing, and other case/trial status and strategy issues and tasks	4.20	2940.00

07/26/16	Robert R. Kane	GT strategy conference call re upcoming briefing and overall case strategy; Telephone call with G. Scott re Stock Certificate number 14 and motions for summary judgment; Review and analysis of Takigiku's request for production to determine whether stock certificate number 14 is responsive to any of the requests to advise client re same and respond to C. Bridgmon's request for stock certificate number 14; Review and analysis of Takigiku's Memorandum of Law in Support of Defendant's Motion to Exclude Testimony of Plaintiff's Designated Expert, as well as analysis of legal authority, record citations and exhibits cited in support of same in preparation for conference call with Dan Van Vleet and drafting Charleston's Response to same.	3.60	1422.00
07/26/16	Lindsay L. MacDonald	Strategize regarding Response to Motion for Summary Judgment, Response to Motion to Exclude Van Vleet, motions in limine, confidentiality designations, and other outstanding motions. Review and analyze Motion to Exclude Van Vleet.	1.10	297.00
07/26/16	Kelly A. Terribile	Message regarding outline of action items for case; phone conference GT Team regarding same.	1.60	1152.00
07/26/16	Jennifer Thomson	Review and analysis of D. Van Vleet Deposition Transcript in connection with preparation of Confidentiality Designations; Review and analysis of D. Rutley Deposition Transcript in connection with preparation of Confidentiality Designations; Telephone call to Clerk of Court re: proper procedure for filing documents under seal; prepare Plaintiff's Notice of Filing Exhibits Under Seal to Statement of Undisputed Material Facts pursuant to Court Order.	2.10	546.00
07/26/16	Lauren R. Whetstone	Attention to correspondence with opposing counsel re: exhibits to motion for summary judgment; strategy re: filing motions under seal.	0.40	160.00
07/27/16	Bridget A. Berry	Confer with client re: Certificate 14; review confidentiality designations for D. Rutley deposition transcript; analysis of case law cited by Takigiku; read C. Scheper deposition transcript; email to client re: C. Scheper deposition and confidentiality designations; confer with client re: Certificate 12 (Exhibit 36 to Takigiku deposition)	4.00	2600.00
07/27/16	Glenn E. Goldstein	Plan and outline Charelston's response to Takigiku's Daubert motion to exclude or limit testimony of Charleston's valuation expert, Van Vleet, with supporting memorandum of law, review documents and case law, and conference call with Bobby Kane to Mr. Van Vleet regarding same; continuing review of Takjgiku's motion for summary judgment with supporting statement of facts and memorandum of law, and select documents and case law cited therein	3.90	2730.00

07/27/16	Robert R. Kane	E-mail to D. Van Vleet re Takigiku's Motion to Exclude Expert Testimony; strategy conference call with G. Goldstein and D. Van Vleet re same. Began drafting Charleston's Memorandum of Law in Opposition to Takigiku's Memorandum of Law in Support of Defendant's Motion to Exclude Testimony of Plaintiff's Designated Expert; Communication with D. Van Vleet re deposition transcript and errata sheet, if necessary; E-mails to G. Scott re Takigiku's supporting case law in his Motion to Exclude and Motion for Summary Judgment.	6.60	2607.00
07/27/16	Lindsay L. MacDonald	Finalize Van Vleet confidentiality designations; Review and analyze exhibits to Van Vleet's deposition re: confidentiality designations; Review and analyze Defendant's Motion for Summary Judgment in preparation for drafting response.	3.90	1053.00
07/27/16	Kelly A. Terribile	Messages regarding stock certificate no. 14; message regarding confidentiality designation for Rutley deposition; messages regarding stock certificate no. 12; messages regarding case law and statutes cited in Takigiku's summary judgment motion.	0.40	288.00
07/27/16	Jennifer Thomson	Continued work on Confidentiality Designations re: Van Vleet deposition; Continue review and analysis of deposition exhibits of all witnesses and preparation of draft Trial Exhibit List re: same; Finalize analysis of D. Rutley Deposition Transcript in connection with preparation of Confidentiality Designations.	2.60	676.00
07/28/16	Bridget A. Berry	Analysis re: stipulation pertaining to Exhibit "A" stockholders agreement and follow up with Takigiku's counsel; confer with K. Terribile re: Delaware law issues raised by Takigiku Motion for Summary Judgment.	1.20	780.00
07/28/16	Glenn E. Goldstein	Further plan and outline Charleston's response to Takigiku's Daubert motion regarding Charleston's valuation expert, Van Vleet, with supporting memorandum of law, review documents, Van Vleet deposition transcript and case law, and conference call with Bobby Kane to Mr. Van Vleet regarding same; review strategy issues with Bridget Berry regarding preparation of response to Takigiku's motion for summary judgment, review portions of motion and memorandum of law regarding same; review Rutley deposition transcript	4.10	2870.00

07/28/16	Robert R. Kane	Detailed review and analysis of the deposition transcript of Dan Van Vleet in preparation for drafting and providing record citation in Charleston's Motion in Opposition to Takigiku's Motion to Exclude Testimony of Plaintiff's Designated Expert; Conference call with G. Goldstein and D. Van Vleet re Takigiku's Motion to Exclude and strategy re same; Call with G. Scott re convertible notes at the end of 2010 that show up on the December 2010 financials; Detailed review and analysis of the Expert Report and Curriculum Vitae of Dan Van Vleet in preparation for drafting and providing record citation in Charleston's Motion in Opposition to Takigiku's Motion to Exclude Testimony of Plaintiff's Designated Expert; Legal research and analysis of federal case law on the issue of valuing a company as a "going concern" in preparation for drafting Charleston's Motion in Opposition to Takigiku's Motion to Exclude Testimony of Plaintiff's Designated Expert.	5.30	2093.50
07/28/16	Lindsay L. MacDonald	Conduct research regarding issue raised by Takigiku re: signing of Stockholders Agreement for use in Response to Defendant's Motion for Summary Judgment.	3.00	810.00
07/28/16	Kelly A. Terribile	Review Takigiku motion for summary judgment regarding reply brief; prepare section of reply brief regarding stock certificate delivery.	1.50	1080.00
07/29/16	Bridget A. Berry	Meet with L. Macdonald re: reply brief; email to client re: deposing Takigiku on late-produced documents; confer with G. Scott re: preservation notice to T. Hornbach re: Scheper; analysis of Stockholders Agreement as pertains to Takigiku's arguments; analysis re: Takigiku's misunderstanding re: convertible notes and Wachovia Bank account; draft email to T. Hornbach re: authentication by affidavit; draft email to J. Long and C. Bridgmon re: stipulation; analysis re: minutes authorizing P. Bosse to enter into Stockholders Agreement; analysis of third party beneficiary argument.	4.60	2990.00
07/29/16	Glenn E. Goldstein	Further work on issues regarding preparation of Charleston's response to Takigiku's Daubert motion regarding Charleston's valuation expert, Van Vleet, with memorandum of law, further review of select documents, portions of Van Vleet deposition transcript and select case law, and confer with Bobby Kane regarding same; review and provide comments to draft section of Charleston's response brief in opposition to Takigiku's motion for summary judgment related to "delivery" of stock certificates/powers; review draft of cease and desist letter to Scheper; review select portions of Bosse and Takigiku deposition transcripts regarding trial issues; review revised draft of proposed stipulation regarding stockholders' and stock restriction agreements	3.90	2730.00

07/29/16	Robert R. Kane	Continued drafting Charleston's Motion in Opposition to Takigiku's Memorandum of Law in Support of Defendant's Motion to Exclude Testimony of Plaintiff's Designated Expert: Legal research and analysis of 11th Circuit and Southern District of Florida case law and Judge Cohn's prior cases and orders on issues pertaining to Takigiku's expert Daubert challenges.	5.60	2212.00
07/29/16	Lindsay L. MacDonald	Conduct research re:Takigiku argument that stockholder's agreement unenforceable because noit signed by Charleston ; review and analyze Stockholders Agreement; review Defendant's pleadings and motions for relevant testimony.	3.10	837.00
07/29/16	Laura D. Maxwell	Research federal rules regarding replies to affirmative defenses; draft memorandum regarding findings.	0.40	90.00
07/29/16	Kelly A. Terribile	Messages regarding stock certificate/stock power section of reply brief; prepare draft of same; review treatises and case law on registration of transfer of shares; message regarding draft section of reply brief regarding stock certificates/stock power; messages regarding late documents produced by Takigiku and potential further deposition; messages regarding factual stipulation regarding stockholders agreement and stock restriction agreement; messages regarding Charleston approval of stockholders agreement.	3.10	2232.00
07/29/16	Lauren R. Wheatstone	Strategy re: response to motion for summary judgment and issue of affirmative defenses.	0.20	80.00
		Total Time:	467.50	
		Total Fees:		$231,505.00

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
07/27/16	WestlawNext Research by BERRY,BRIDGET A.	$	86.10
07/28/16	WestlawNext Research by BERRY,BRIDGET A.	$	178.20
07/28/16	WestlawNext Research by MACDONALD,LINDSAY.	$	89.10
07/29/16	WestlawNext Research by BERRY,BRIDGET A.	$	172.20
07/29/16	WestlawNext Research by TERRIBILE,KELLY.	$	264.90
07/31/16	VENDOR: Empire Discovery LLC INVOICE#: INV012124 DATE: 7/31/2016 ob ED011913, Relativity Monthly Hosting/User Fee	$	239.10
08/01/16	WestlawNext Research by MACDONALD,LINDSAY.	$	89.10
08/03/16	WestlawNext Research by KANE III,ROBERT R.	$	83.10
08/04/16	WestlawNext Research by KANE III,ROBERT R.	$	26.70
08/07/16	WestlawNext Research by MACDONALD,LINDSAY.	$	237.60
08/08/16	WestlawNext Research by MACDONALD,LINDSAY.	$	59.40
08/09/16	WestlawNext Research by TERRIBILE,KELLY.	$	9.80
08/11/16	WestlawNext Research by TERRIBILE,KELLY.	$	128.60
08/12/16	WestlawNext Research by MACDONALD,LINDSAY.	$	148.50
08/20/16	WestlawNext Research by BERRY,BRIDGET A.	$	118.80
08/21/16	WestlawNext Research by TERRIBILE,KELLY.	$	118.80
08/25/16	WestlawNext Research by MACDONALD,LINDSAY.	$	19.60
08/26/16	Lexis Charges: 08/26/16 LEXIS LEGAL SERVICES Requested by KEYES, KRISTIN Ref: 155480.010200	$	59.25
08/26/16	Lexis Charges: 08/26/16 LEXIS ADVANCE Requested by KEYES, KRISTIN Ref: 155480.010200	$	2.50
08/26/16	WestlawNext Research by MACDONALD,LINDSAY.	$	29.70
08/29/16	Lexis Charges: 08/29/16 NEXIS SERVICE Requested by CASE, TAMARA Ref: 155480.010200	$	19.75
08/29/16	Lexis Charges: 08/29/16 LEXIS PUBLIC RECORDS Requested by CASE, TAMARA Ref: 155480.010200	$	5.25
	Total Expenses:	$	2,186.05

GT GreenbergTraurig

Invoice No. : 4350853
File No. : 155480.010200
Bill Date : November 14, 2016

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through August 31, 2016:

		$	194,430.00
	Less Courtesy Discount:	$	(29,164.50)
	Total Fees:	$	165,265.50

Expenses:

Business Meals	92.61		
Other Charges	295.00		
Service Company Charges	740.00		
Travel and Lodging Out of Town	389.12		
	Total Expenses:	$	1,516.73
	Current Invoice:	$	**166,782.23**
	Previous Balance (see attached statement):	$	185,000.00
	Total Amount Due:	$	**351,782.23**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 39

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
08/01/16	Bridget A. Berry	Analysis of evidence contrary to Takigiku position that Stockholders Agreement was never signed/effective.	1.00	650.00
08/01/16	Glenn E. Goldstein	Continued work on issues regarding preparation of Charleston's response to Takigiku's Daubert motion with memorandum of law regarding Charleston's valuation expert, Van Vleet, continuing review of select documents, portions of Van Vleet deposition transcript and select case law regarding same; further review of issues regarding preparation of Charleston's response brief in opposition to Takigiku's motion for summary judgment, further review of motion, select portions of pleadings and select documents regarding same; review select portions of Bosse's Takigiku's deposition transcripts	3.70	2590.00
08/01/16	Robert R. Kane	Drafted Response to Takigiku's Statement of Relevant Facts in Defendant's Motion to Exclude Testimony of Plaintiff's Designated Expert; included review and analysis of deposition transcript of Paul Bosse and Ray Takigiku to refute mischaracterizations made by Takigiku.	4.00	1580.00
08/01/16	Robert R. Kane	Drafted section on reliability of Dan Van Vleet's methodology in Charleston's Response to Takigiku's Motion to Exclude Testimony of Plaintiff's Designated Expert; Legal research and analysis of federal case law on the issue of reliable methodologies of valuation experts, as well as the standard for reliable facts to be considered by valuation expert in preparation for drafting Charleston's Motion in Opposition to Takigiku's Motion to Exclude Testimony of Plaintiff's Designated Expert.	4.00	1580.00
08/01/16	Lindsay L. MacDonald	Conduct research regarding signature of officer in both individual and representative capacities and re:procedural issues pertaining to incorporations by reference into memorandum.	2.00	540.00
08/01/16	Jennifer Thomson	Review deposition of R. Takigiku and Defendant's filed pleadings re: any reference made to Takigiku being a "Founding Stockholder".	2.10	546.00
08/01/16	Lauren R. Whetstone	Strategy re: response to motion for summary judgment and rules regarding incorporating supporting arguments from other filings.	0.40	160.00
08/02/16	Bridget A. Berry	Confer with G. Goldstein re: expert issues; analysis re: Secure File Transfer of Defendant's Supplemental Document production; analysis of bylaws; correspond with T. Hornbach re: SIDIS documents; analysis re: Board's fair value analysis.	1.50	975.00

08/02/16	Glenn E. Goldstein	Further work on issues regarding preparation of Charleston's response to Takigiku's Daubert motion with memorandum of law regarding Charleston's valuation expert, Van Vleet, further review of documents, select portions of Van Vleet deposition transcript and select case law, review emails exchanged with Mr. Van Vleet, and conferences with Bobby Kane regarding same; review status and strategy issues with Bridget Berry regarding preparation of Charleston's response in opposition to Takigiku's motion for summary judgment, follow-up review of portions of Takigiku's motion/memorandum of law regarding same; review emails exchanged between attorney Hornbach and Bridget Berry regarding request for authentication of certain SIDIS documents	3.40	2380.00
08/02/16	Robert R. Kane	Communications with D. Van Vleet re errata sheet, invoices and Defendant's Motion to Exclude; receipt and review of D. Van Vleet's written comments to Defendant's Motion to Exclude.	0.50	197.50
08/03/16	Bridget A. Berry	Phone conference with T. Hornbach and Takigiku's counsel re: SIDIS documents; continue analysis of evidence contrary to Takigiku new claim that Stockholders Agreement not signed/not effective; analysis of evidence to be used in response to Takigiku motion for summary judgment; review Van Vleet confidentiality designations; review Van Vleet deposition transcription errors; communications with Takigiku's counsel and analysis re: Takigiku's decision not to agree to stipulation relating to substitution of July version of Stockholders Agreement (with B. Schachtel changes); Draft Motion to Amend/Substitute Exhibit "A" Stockholders Agreement to Second Amended Complaint; analysis re: documents marked as confidential; analysis re: Van Vleet errata sheet; continue drafting/revision of Response to Takigiku Motion for Summary Judgment; many communications with client re: stipulation, summary judgment; and general status and strategy; attention to statement of facts in opposition to Takigiku motion for summary judgment; analysis re: deposing Takigiku on late-produced documents and potential admissibility of evidence issues.	8.00	5200.00

08/03/16	Glenn E. Goldstein	Review email from expert, Mr. Van Vleet with proposed corrections to his deposition transcript for the errata sheet; review draft of proposed confidentiality designations for Van Vleet deposition transcript; review and provide comments to drafts of Charleston's motion to amend/substitute exhibit to complaint with proposed exhibits thereto; review and revise drafts of sections of Charleston's response in opposition to Takigiku's Daubert motion with memorandum of law regarding expert, Van Vleet, further review of Takigiku's motion/memorandum documents, select portions of Van Vleet deposition transcript and select case law, and review Mr. Van Vleet's comments to Daubert motion regarding same; review and provide comments to draft of Charleston's response in opposition to Takigiku's motion for summary judgment	4.10	2870.00
08/03/16	Robert R. Kane	Call with D. Van Vleet re response to motion to exclude, errata sheet and invoices;Began drafting Charleston's Statement of Material Facts in Opposition to Takigiku's Motion for Summary Judgment; included review and analysis of deposition transcripts, discovery responses and relevant document productions; Detailed review and analysis of Takigiku's Statement of Material Facts and Summary Judgment Motion in preparation for drafting Charleston's Statement of Material Facts in Opposition; included review and analysis of all of Takigiku's record and deposition cites.	8.30	3278.50
08/03/16	Lindsay L. MacDonald	Review and analyze Takigiku deposition to find testimony for use in Response to Defendant's Motion for Summary Judgment. Review and revise case law cited in Motion to Substitute Exhibit to Complaint to Conform to Evidence in preparation for filing same.	2.40	648.00
08/04/16	Bridget A. Berry	Analysis re: Takigiku discovery violations and deadline to move to compel/to re-open deposition; analysis re: strength of standing issue; analyze K. Terribile comments to draft Memorandum in Opposition to Takigiku's Motion for Summary Judgment; analysis of client comments to draft Memorandum in Opposition to Takigiku's Motion for Summary Judgment; revise draft Memorandum in Opposition to Takigiku's Motion for Summary Judgment; analysis re: filing response to motion to exclude under seal; analyze draft Response in Opposition to Exclude Van Vleet; review draft motion to seal; communications with client re: strategy.	8.40	5460.00

08/04/16	Glenn E. Goldstein	Review and comments to updated drafts of Charleston's response in opposition to Takigiku's motion for summary judgment, review comments from attorney Scott and Kelly Terribile, and confer with Bridget Berry regarding same; review and provide comments to updated draft of Charleston's response in opposition to Takigiku's Daubert motion/memorandum, confer with Bobby Kane regarding same; review select portions of pending motions/briefs, select documents and select case law regarding all of the foregoing; review and approve draft of errata sheet for Mr. Van Vleet's deposition transcript; review and approve draft of unopposed motion to file Charleston's response to Takigiku's Daubert motion under seal	3.80	2660.00
08/04/16	Robert R. Kane	Continued revisions and edits to Charleston's Response to Takigiku's Motion to Exclude Testimony of Plaintiff's Designated Expert; Communication with J. Long re unopposed Motion to File Under Seal; Drafted Charleston's Unopposed Motion to File Response in Opposition to Defendant's Motion to Exclude Dan Van Vleet Under Seal; Communication with J. Long re unopposed Motion to File Summary Judgment response and statement of facts Under Seal; Drafted Charleston's Unopposed Motion to File Response in Opposition to Defendant's Motion for Summary Judgment and Statement of Facts Under Seal; Review and analysis of the deposition of Chuck Scheper in preparation for drafting Charleston's Opposition to Takigiku's Statement of Material Facts; Began drafting Supplemental Affidavit of Paul Bosse in support of Charleston's Statement of Facts in Opposition to Takigiku's Motion for Summary Judgment; Finalized D. Van Vleet errata sheet; included review and analysis of deposition transcript; Communication with Dan Van Vleet re same; Continued drafting Charleston's Statement of Material Facts in Opposition to Takigiku's Motion for Summary Judgment.	6.00	2370.00
08/04/16	Kelly A. Terribile	Message regarding possible Takigiku supplemental deposition; review and revise response brief; message regarding same.	2.30	1656.00

08/05/16	Bridget A. Berry	Finalize designations to deposition of testimony of D. Rutley as confidential; Finalize designations to D. Van Vleet as confidential; analyze Hornbuck correspondence and proposed declaration re: SIDIS documents; continue analysis and revision of memoranda; analysis re: filing Charleston's Response to Takigiku's Motion for Summary Judgment and Statement of Facts under seal; finalize Motion to Conform Pleadings to Evidence and follow up re: conferral with Takigiku's counsel; analysis re: supplemental affidavit from P. Bosse (1) to authenticate additional Charleston documents and (2) to confirm the $400,000 money market account reflected in the 2010 year end financials came in the form of convertible notes in December 2010 (9 months after the Valuation Date).	5.00	3250.00
08/05/16	Glenn E. Goldstein	Review and revise latest draft of Charleston's response in opposition to Takigiku's Daubert motion/memorandum, review updated draft of response with comments from Mr. Van Vleet, and confer with Bobby Kane regarding same; review updated draft of Charleston's response in opposition to Takigiku's motion for summary judgment; review select portions of pending motions/briefs regarding all of the foregoing	3.30	2310.00
08/05/16	Robert R. Kane	Receipt, review and attention to D. Van Vleet's proposed edits and revisions to Charleston's response in opposition to Takigiku's Motion to Exclude Van Vleet; Incorporated same into Motion;Communication with G. Scott re Charleston's response to Takigiku's Motion to Exclude Van Vleet. Communication with D. Van Vleet re same.	0.70	276.50
08/05/16	Lindsay L. MacDonald	Begin to draft Affidavit of Dean Rutley.	1.40	378.00
08/05/16	Kelly A. Terribile	Message regarding revised response brief; review Takigiku motion for summary judgment; review and revise revised response brief.	1.20	864.00
08/05/16	Lauren R. Whetstone	Attention to correspondence from opposing counsel re: SIDIS documents and authentication; strategy and correspondence re: admissibility of same at trial; strategy and correspondence re: local rule on electronic devices for trial.	0.60	240.00
08/07/16	Glenn E. Goldstein	Further review and comments to latest draft of Charleston's response in opposition to Takigiku's Daubert motion/memorandum	1.00	700.00
08/07/16	Lindsay L. MacDonald	Conduct research for use in Response to Defendant's Motion for Summary Judgment.	4.10	1107.00

08/08/16	Bridget A. Berry	Conference call with Takigiku's counsel re: Stipulation/Motion to Substitute Exhibit "A" to Complaint to conform to evidence; and motion for leave to file exhibits under seal; draft memo to client re: Takigiku's position and re: potential strategies; Conference call with client re: status, strategy; analysis of caselaw relevant to response in opposition to Takigiku Motion for Summary Judgment; analysis and conferral with K. Terribile re: potential arguments relating to execution of Stockholders Agreement and employee Stock Restriction Agreement; receive order on motion to seal (re: Van Vleet); confer with R. Kane re: Charleston response to Takigiku's conferral on request to file (unspecified material) under seal; review and revise draft affidavit of D. Rutley; analysis of "confidential" documents Takigiku wishes to file under seal; analysis re: C. Bridgmon request for stock certificate no. 14; confer with K. Terribile and review Stockholders Consent; analysis re: potential argument pertaining to P. Bosse signature deemed signature of Charleston;	9.00	5850.00
08/08/16	Glenn E. Goldstein	Review "meet and confer" emails exchanged with attorneys Bridgmon and Long regarding drafts of proposed stipulation regarding SRA and SHA, and of Charleston's motion to amend/substitute exhibit to complaint, review latest drafts proposed by Charleston, along with Takigiku's proposed revisions to draft motion to amend/substitute, and review further revised motion to amend/substitute regarding same; review and revise updated draft of Charleston's response in opposition to Takigiku's Daubert motion/memorandum, further review of Takigiku's motion, select portions of Van Vleet's report and deposition transcript, and select case law regarding same; review latest draft of Charleston's response in opposition to Takigiku's motion for summary judgment; conference call with attorney Scott and defense team regarding all of the foregoing	3.90	2730.00

08/08/16	Robert R. Kane	Communications with G. Scott re Takigiku's filing of Charleston's "Confidential" documents under seal; Receipt and review of executed errata sheet from D. Van Vleet; Attention to e-mail from D. Van Vleet re published peer-reviewed literature on valuation of intangible assets; Conference with B. Berry, J. Long and C. Bridgmon re Charleston's proposed Unopposed Motion to Substitute Exhibit to Complaint to Conform to the Evidence; Conferral communications with J. Long re Charleston's and Takigiku's Motions to File Under Seal; Litigation conference call with GT team and G. Scott re Motion to Conform Exhibits to the Complaint to the Evidence and Summary Judgment issues and arguments; Revise Charleston's Motion to Substitute Exhibit to Complaint to Conform to the Evidence to add the deposition testimony of Ray Takigiku; included review, analysis and citation to deposition transcipts of Ray Takigiku, as well as Exhibits.	4.60	1817.00
08/08/16	Lindsay L. MacDonald	Complete research for use in Response to Defendant's Motion for Summary Judgment and revise same with findings; review and revise Response to Defendant's Motion for Summary Judgment in preparation for filing same.	3.60	972.00
08/08/16	Kelly A. Terribile	Message regarding draft response to Takigiku's motion to exclude Van Vleet; message regarding Bosse supplemental affidavit; message regarding Charleston non-execution of SRA and Stockholders Agreement; review May 30, 2008 board consent regarding issuance of shares pursuant to SRA; messages regarding motion to substitute exhibit to complaint; message regarding stockholder consent waiving certain rights against the Company in Stockholders Agreement; phone conference GT team and G. Scott regarding reply to Takigiku's motion for summary judgment, motion for substitution of exhibit and other open items; messages regarding documents to be filed under seal by Takigiku.	1.60	1152.00

08/09/16	Bridget A. Berry	Confer with A. Bost; receive and review errata sheet of D. Rutley deposition; review and revise Motion to Conform to the Evidence and exhibits; read J. Long email re: "clarify my email of yesterday" re: documents Takigiku wishes to file under seal; analysis re: specific performance remedy; multiple communications with J. Long re: filings and seal; analysis of Stockholders Agreement executed by Takigiku May 30, 2008 v. Stockholders Agreement executed by Takigiku June 19, 2008; analysis re: J. Long request for stock certificate No. 14 and respond to request; team strategy conference; analysis re: SIDIS documents that we need to have authenticated; draft proposed email to T. Hornbach and J. Long re: proposed affidavit pertaining to SIDIS documents; analysis of SIDIS Board minutes; confer with client re: SIDIS documents;	5.30	3445.00
08/09/16	Glenn E. Goldstein	Review and provide comments to further revised drafts of Charleston's motion to amend/substitute exhibits; review and provide comments to revised draft of Charleston's response in opposition to Takigiku's Daubert motion regarding Van Vleet, further review of select portions of motion, expert report and deposition transcript, and select case law, and confer with Bobby Kane regarding same; review draft "meet and confer" email to attorney Hornbach regarding authentication of certain SIDIS documents; review updated draft of Charleston's response in opposition to Takigiku's motion for summary judgment.	3.60	2520.00
08/09/16	Robert R. Kane	Revisions and edits to Charleston's Response in Opposition to Takigiku's Motion to Exclude Van Vleet to incorporate G. Scott edits/comments, as well as to finalize the Motion and Exhibits in preparation for filing; included detailed review and analysis of all record citations and exhibits; finalized Motion to Conform to the Evidence and Motion to file the Confidential Exhibits under seal; e-mail to G. Scott re same.	4.10	1619.50
08/09/16	Lindsay L. MacDonald	Continue to review and revise Response to Defendant's Motion for Summary Judgment in preparation for filing; begin to draft Motion to Exceed Page Limitations for Response to Defendant's Motion for Summary Judgment.	2.90	783.00
08/09/16	Jason Temple	Per the request of Jennifer Thomson assist in working with Empire Discovery to load a document into Relativity and run a production on the document.	0.20	40.00

08/09/16	Kelly A. Terribile	Messages regarding motion to confirm pleadings to evidence; review and revise same; message regarding comments to same; messages regarding provisions of stockholders agreement upon which relying; review and revise case summary regarding same; messages regarding Rutley errata sheet; messages regarding correspondence with Takigiku's counsel relating to Certificate No. 14; message regarding final motion to conform pleadings to evidence; messages regarding SIDIS affidavit.	1.00	720.00
08/09/16	Jennifer Thomson	Review and analysis of (1) Charleston's Motion to Substitute Exhibit to Complaint to Conform to Evidence, including preparation of exhibits; (2) Charleston's Memorandum of Law in Opposition to Defendant's Motion to Exclude Testimony of Plaintiff's Designated Expert, including preparation of exhibits; (3) Unopposed Motion to File Exhibits to Motion to Substitute Exhibit to Complaint to Conform to Evidence Under Seal, including preparation of exhibits and filing/service of same; review and analysis of Stock Certificate No. 14 for production to Defendant;	6.10	1586.00
08/10/16	Bridget A. Berry	Provide courtesy copy of Certificate 14 to Takigiku's counsel; confer with G. Goldstein re: final draft Response to Motion to Exclude Van Vleet; continue to work on Opposition to Takigiku Summary Judgment motion; memorandum; review and revise motion to exceed page limit; communications with T. Hornbach re: SIDIS documents; read order on motion to seal; read J. Long email re: response to motion to substitute and intent to "heavily rely" on D. Rutley email; analysis re: P. Bosse supplemental affidavit; email to J. Long confirming no opposition to motin to file under seal Takigiku's Response to Charleston's Motion to Substitute Exhibit to the Complaint ot Conform to the Evidence; email to J. Long re: SIDIS affidavit; analysis re: acknowledgment re: Certificate No. 14	7.40	4810.00
08/10/16	Glenn E. Goldstein	Review and provide comments to further revised draft of Charleston's response in opposition to Takigiku's Daubert motion regarding Van Vleet, further review of select portions of motion, Van Vleet expert report and deposition transcript; review and approve draft of Charleston's unopposed motion to exceed page limit of response to Takigiku's motion for summary judgment; review emails exchanged between Bridget Berry and attorney Hornbach regarding authentication of certain SIDIS documents; review and provide comments to further revised draft of Charleston's response in opposition to Takigiku's motion for summary judgment	3.40	2380.00
08/10/16	Robert R. Kane	Continued revisions and edits to Charleston's Statement of Material Facts to conform the arguments and facts in each.	2.00	790.00

08/10/16	Lindsay L. MacDonald	Complete draft of Motion to Exceed Page Limitation for Response to Defendant's Motion for Summary Judgment and Response to Defendant's Statement of Material Facts.	0.70	189.00
08/10/16	Kelly A. Terribile	Message regarding comparison of versions of Stockholders Agreement; review same; message regarding response to motion to exclude Van Vleet; review same; message regarding authentication of SIDIS Board conference call notes; messages regarding Takigiku response to motion to substitute; message regarding affidavit of D. Rutley.	0.50	360.00
08/10/16	Jennifer Thomson	Review and analysis of exhibits referenced in Plaintiff's Memorandum of Law in Opposition to Defendant's Motion to Exclude Testimony of Plaintiff's Designated Expert.	1.20	312.00
08/10/16	Lauren R. Whetstone	Analysis re:opposing counsel's position re: SIDIS authentication of documents.	0.20	80.00
08/11/16	Bridget A. Berry	Multiple revisions to Response in Opposition to Takigiku's Motion for Summary Judgment and Statement of Material Facts; Revise Response to Takigiku's Motion to Exclude Expert Testimony; Strategy conferences with client and GT team re: various issues; communications with A. Bost re: D. Rutley affidavit; communications with J. Long re: SIDIS documents and analysis of objections; confer with K. Terribile re: Certificate 14; analysis re: page limits and request for enlargement; communications with T. Hornbach re: SIDIS documents and affidavit; multiple revisions to affidavits; email to J. Long and C. Bridgmon re: Takigiku position on Charleston's request to exceed page limitations by 3 pages on Response and 1 page on Statement of Material Facts; analyze J Long response; confer with J. Long and C. Bridgmon re: joint motion to exceed page limits; analysis re: additional case law proposed by K. Terribile; email J. Long and C. Bridgmon re: 2 page enlargment on Statement of Material Facts; finalize affidavits; read Takigiku's Response in Opposition to Plaintiff's Motion to Substitute Exhibit to Complaint; read order granting Charleston's Motion to Substitute exhibit; read Takigiku's Response in Opposition to Charleston's Motion for Summary Judgment; Revise Statement of Material FActs; many communications with client.	16.00	10400.00

08/11/16	Glenn E. Goldstein	Review and provide comments to multiple revised drafts of Charleston's response in opposition to Takigiku's Daubert motion regarding Van Vleet, and Charleston's response in opposition to Takigiku's motion for summary judgment and statement of facts, and Mr. Bosse's and attorney Rutley's affidavits before filing, final review of pending motions and select documents and case law cited therein regarding same; review emails exchanged between Bridget Berry and attorneys Long and Hornbach regarding authentication of certain SIDIS documents; review and exchange continuous emails with attorney Scott and defense team, and conference call with attorney Scott and defense team regarding all of the foregoing; review and provide comments to draft of Charleston's motion to exceed page limitation before filing, review Takigiku's reciprocal filed motion, and review orders granting same; review Takigiku's response in opposition to Charleston's motion to amend/substitute, and order granting Charleston's motion	4.30	3010.00
08/11/16	Robert R. Kane	Communications with G. Scott re Supplemental Affidavit of Paul Bosse and Charleston's Statement of Facts in support of its opposition to Takigiku's Summary Judgment; Communication with Relativity vendor and J. Temple re Bylaws and June 2007 Board Meeting minutes to be attached to Paul Bosse's Supplemental Affidavit to confirm production and bates-labeling; brief review and analysis of Takigiku's First Request for Production; G/F strategy conference call with G. Scott re response to Takigiku's summary judgment and statement of material facts; finalized Statement of Material Facts in Support of Charleston's Memorandum in Opposition to Defendant's Motion for Summary Judgment and Statement of Material Facts, included compilation and review and analysis of 25 exhibits, including deposition testimony and record citations in preparation for filing the Statement of Facts; finalized the affidavit of Paul Bosse in support of Charleston's Statement of Material Facts in Support of its Memorandum in Opposition to Defendant's Motion for Summary Judgment and Statement of Material Facts.	8.60	3397.00
08/11/16	Lindsay L. MacDonald	Assist in finalizing Response to Opposition to Takigiku's Motion for Summary Judgment;Review Dean Rutley Affidavit in Motion to Exceed Page Limitation; Correspond with the clerk's office regarding procedure for filing Motion to Exceed Page Limitation.	10.40	2808.00

08/11/16	Kelly A. Terribile	Messages regarding Certificate No. 14 and acknowledgment; messages regarding revised reply to Takigiku's motion for summary judgment; messages regarding bylaws; message regarding call to discuss Rutley affidavit; messages regarding page limitation on reply to Takigiku's motion for summary judgment; message regarding Bosse affidavit and statement of facts for reply to Takigiku's motion for summary judgment; review and revise reply to Takigiku's motion for summary judgment; messages regarding same; review case law regarding excused performance regarding reply; review third party beneficiary and signature case law regarding reply; review and revise reply regarding same; message regarding same; messages regarding draft Rutley affidavit; review same; message regarding organizational consent of Charleston board; review comments to Bosse affidavit; messages regarding Stockholders Agreement delivery obligations; message regarding paperless order granting motion to substitute; message regarding paperless order granting motion to exceed page limit.	5.00	3600.00
08/11/16	Lauren R. Whetstone	Analyze statement of undisputed facts for response to Takigiku's motion for summary judgment; analysis and follow up re: order granting motion to substitute exhibit to complaint; correspondence re: same.	0.80	320.00
08/12/16	Bridget A. Berry	Review and revise Third Amended Complaint (required by Court Order on Motion to Subsitute Exhibit A); begin analysis for Charleston reply to Takigiku response to Charleston Motion for Summary Judgment, including analysis of documents; review of status and strategy and communications with client re: same.	3.80	2470.00
08/12/16	Glenn L. Goldstein	Review and analyze Takigiku's responses to Charleston's motion for summary judgment and statement of facts, with accompanying exhibits and select case law cited therein; review issues regarding filing of Charleston's third amended complaint with substitute exhibit "A" pursuant to court's order granting motion to amend/substitute, review and approve footnote, and conference with Bridget Berry regarding same	2.90	2030.00
08/12/16	Robert R. Kane	Worked with ESI vendor and J. Temple to locate signature pages to revised Shareholders Agreement. Review and analysis of documents collected from searches run across the document set; communication with G. Scott re Bernie's signature page.	0.90	355.50
08/12/16	Lindsay L. MacDonald	Assist B. Berry in preparation of Third Amended Complaint rerexhibits	1.00	270.00
08/12/16	Jason Temple	Per the request of Robert Kane assist in running searches in Relativity to tag and isolate all executed signature pages for review.	0.90	180.00

08/12/16	Kelly A. Terribile	Message regarding response to motion to exclude testimony of expert; message regarding filed statement of facts and opposition to Takigiku's motion for summary judgment; message regarding Takigiku's opposition to motion to substitute; message regarding Takigiku's opposition to Charleston's motion for summary judgment; review same; update case summary regarding same; messages regarding case deadlines; messages regarding signature pages for substituted exhibits to complaint; messages regarding board minutes.	1.50	1080.00
08/13/16	Lindsay L. MacDonald	Begin to review and analyze deposition of Chuck Scheper and expert report in order to determine confidentiality designations for same.	0.50	135.00
08/14/16	Kelly A. Terribile	Message regarding review of document production for execution pages to stockholders agreement.	0.10	72.00
08/15/16	Bridget A. Berry	Telephone conference with G. Scott re: status, strategy; analysis re: proof of authorization of Shareholders Agreement; analysis re: B. Schachtel reference to Shareholders Agreement in his letter to IRS and re: stock ledger; review errata sheet from D. Van Vleet; analysis re: Empire Discovery services and fees;	1.30	845.00
08/15/16	Glenn E. Goldstein	Continued review and analysis of Takigiku's responses to Charleston's motion for summary judgment and statement of facts, with accompanying exhibits and select case law cited therein; review issues regarding Van Vleet expert trial testimony in light of grounds raised by Takigiku in his Daubert motion, further review of motion and Charleston's response thereto regarding same; review select documents from Charleston's production regarding case/trial issues	2.90	2030.00
08/16/16	Bridget A. Berry	Analysis re: D. Baddour; Confer with G. Goldstein re: strategy relating to D. Baddour.	0.50	325.00
08/16/16	Glenn E. Goldstein	Continued work on issues regarding Van Vleet expert trial testimony, further review of Takigiku's Daubert motion and Charleston's response thereto regarding same; further review of select portions of Takigiku's responses to Charleston's motion for summary judgment and statement of facts	1.50	1050.00
08/16/16	Kelly A. Terribile	Messages regarding errata sheet for Van Vleet deposition; message regarding Bosse certificates reflecting Stockholders Agreement restrictions; messages regarding other documents reflecting agreement to Stockholders Agreement; review and revise case summary regarding same.	0.50	360.00

08/17/16	Bridget A. Berry	Draft potential Affidavit of D. Baddour; Confer with GT Team and G. Scott re: issues pertaining to D. Baddour testimony or affidavit; analysis re: Motion in Limine relating to post-termination, post-repurchase emails between Womble and Willbrand/Thompson Hines together with the second paragraphs of the Termination Letter and Tender Letter; participate in telephone conference with G. Scott; analysis of relevant documents; trial preparation relating to anticipated pretrial motions and deadlines.	4.30	2795.00
08/17/16	Glenn E. Goldstein	Review status and strategy issues with Bridget Berry regarding potential affidavit and testimony of attorney Baddour regarding settlement negotiations, and preparation of motion in limine, review and provide comments to draft affidavit, review portions of Takigiku's summary judgment briefs regarding negotiations with Baddour, and conference call with Bridget Berry, attorney Scott and Bobby Kane regarding same	1.30	910.00
08/17/16	Robert R. Kane	Attended strategy conference call with GT team and G. Scott regarding affidavit of D. Baddour and reply in support of Charleston's summary judgment.	0.30	118.50
08/17/16	Jennifer Thomson	Prepare letter to Empire Legal Services enclosing original signed errata sheet of Daniel R. Van Vleet's 7/14/16 Deposition;	0.80	208.00
08/17/16	Lauren R. Whetstone	Correspondence re: motions in limine; research motions in limine re: settlement discussions.	0.60	240.00
08/18/16	Bridget A. Berry	Continue drafting Charleston Reply to Takigiku Response to Charleston's Motion for Summary Judgment; analysis re: R. Takigiku testimony contrary to arguments in response.	6.00	3900.00
08/18/16	Glenn E. Goldstein	Further review of pending summary judgment issues, further review of select portions of summary judgment briefs filed by both parties and select documents, and case law cited therein; further review of Van Vleet expert testimony issues, review select portions of expert report and select documents regarding same	1.80	1260.00
08/18/16	Lauren R. Whetstone	Review background re: David Baddour and Dean Rutley documents; strategy re: motion in limine to preclude confidential settlement discussions; review motions for summary judgment and exhibits re same issues	4.10	1640.00

08/19/16	Bridget A. Berry	Confer with J. Long re: Takigiku request to file Reply Brief for Motion to Exclude Testimony of D. Van Vleet and, later, Reply in Support of Defendant's Motion for Summary Judgment "under seal"; analysis re: Charleston notification of repurchase; analysis re: proof of Shareholder authorization by officers; analysis re: stock ledger notations; analysis re: balance sheet notations; analysis re: December 31, 2010 Statement of Assets/Liabilities; Confer with GT Team re: Takigiku arguments and documents; continue drafting Charleston Reply to Takigiku Response to Charleston's Motion for Summary Judgment; confer with paralegal re: paralegal drafting of abbreviations set forth in Reply, as well as cross-motions for summary judgment and responses, and statements of fact (in effort to shorten Reply to meet page limits); confer with G. Scott re: Reply; review first draft of motion in limine to exclude Willbrand/Baddour emails and redacted paragraphs of March 19, 2010 termination letter and March 26 Tender Letter	10.30	6695.00
08/19/16	Glenn E. Goldstein	Review stock ledgers and certificates and issues related thereto, and confer with Bridget Berry and Bobby Kane regarding same; review and provide comments to draft of Charleston's reply in support of its motion for summary judgment, further review of motion and Takigiku's response regarding same	1.90	1330.00
08/19/16	Kelly A. Terribile	Message regarding Dec. 31, 2010 balance sheet reference to Takigiku's shares; messages regarding draft reply brief.	0.20	144.00
08/19/16	Jennifer Thomsen	Prepare draft Exhibit A, "Index of Abbreviations Used in Charleston's Reply to Takigiku's Response to Charleston's Motion for Summary Judgment"	1.20	312.00
08/19/16	Lauren R. Whetstone	Research case law re: exclusion of emails between counsel as confidential settlement communications; revise and revise reply in support of motion for summary judgment; draft motion in limine to exclude confidential settlement communications;	4.80	1920.00
08/20/16	Bridget A. Berry	Research, analysis and revision/drafting of Reply to Takigiku Response to Charleston Motion for Summary Judgment; Research, analysis and revision/drafting of Charleston Motion in Limine relating to settlement discussions; communications with team re: same.	4.70	3055.00
08/20/16	Glenn E. Goldstein	Further review and comments to latest draft of Charleston's reply in support of its motion for summary judgment; review and provide comments to drafts of Charleston's motion in limine regarding settlement communications between the parties and documents associated therewith	1.60	1120.00
08/20/16	Lauren R. Whetstone	Attention to correspondence with B. Berry and K. Terrible re: strategy for motion in limine and reply in support of motion for summary judgment.	0.30	120.00

08/21/16	Bridget A. Berry	Analysis and revision/drafting of Reply to Takigiku Response to Charleston Motion for Summary Judgment and Charleston Motion in Limine relating to settlement discussions; communications with team re: same.	2.80	1820.00
08/21/16	Glenn E. Goldstein	Review and analyze further revised drafts of Charleston's reply in support of its motion for summary judgment and Charleston's motion in limine regarding settlement communications between the parties and documents associated therewith, review select DE case law regarding same	1.00	700.00
08/21/16	Kelly A. Terribile	Messages regarding motion in limine and Delaware case law; messages regarding summary judgment reply; review Delaware case law regarding consideration of extrinsic evidence; messages regarding same; review and motion in limine; message regarding comments to same; review and revise case summary; message regarding same; review and revise reply to Takigiku's opposition to Charleston's motion for summary judgment; message regarding same; message regarding Delaware extrinsic evidence cases; messages regarding Baddour/Willbrand emails and effect on motion in limine; message regarding material compliance with Stockholders Agreement argument; review and revise section of reply regarding same; message regarding comments to revised section of reply.	5.80	4176.00
08/22/16	Bridget A. Berry	Multiple Conferrals with K. Terribile re: corporate issues; confer with G. Goldstein re: Court preferences and strategy; continue drafting/revising Charleston Reply to Takigiku Response to Charleston's Motion for Summary Judgment; GT team meeting re: status, deadlines; confer with C. Bridgmon re: Takigiku request to file Reply to Response to Takigiku Motion for Summary Judgment under seal; analyze and revise most recent draft of Motion in Limine to exclude confidential settlement discussions; Review Takigiku's Reply in Support of Defendant's Motion in Limine to Exclude Plaintiff's Designated Expert; Review Takigiku's Reply to Plaintiff's Memorandum in Opposition to Defendant's Motion for Summary Judgment;multiple conferences with G. Scott and emails to G. Scott re: the various filings and drafts; work with L. Macdonald to finalize Reply brief; review and revise Exhibit "A" to Reply.	12.50	8125.00

08/22/16	Glenn E. Goldstein	Confer with Bridget Berry and Lauren Whetsone regarding Charleston's summary judgment reply brief and proposed motion in limine regarding settlement privilege issues; review and provide comments to further revised drafts of Charleston's reply in support of its motion for summary judgment before filing; review Takigiku's reply in support of its Daubert motion as to Charleston's valuation expert, Van Vleet, and Takigiku's reply in support of its motion for summary judgment; review select portions of prior filed motions and briefs regarding all of the foregoing	2.90	2030.00
08/22/16	Lindsay L. MacDonald	Assist R. Kane in finalizing Motion in Limine to Exclude Settlement Discussions ; Assist B. Berry in finalizing Reply to Takigiku's Response to Charleston's Motion for Summary Judgment.	8.50	2295.00
08/22/16	Kelly A. Terribile	Messages regarding revised reply to Takigiku opposition to Charleston motion for summary judgment; review same; messages regarding proposed changes to revised reply.	1.00	720.00
08/22/16	Jennifer Thomson	Analyze and revise Charleston's Reply to Takigiku's Response to Charleston's Motion for Summary Judgment, including preparation of exhibits and filing and service of same.	9.10	2366.00
08/22/16	Lauren R. Whetstone	Attention to correspondence re: reply to summary judgment motion and motion in limine; strategy meeting re: filing motion in limine prior to reply in support of motion for summary judgment; attention to correspondence with opposing counsel re: filing reply under seal; attention to correspondence re: documents showing settlement discussions in both parties' productions; attention to items re: Relativity document database and correspondence re: same.	2.30	920.00
08/23/16	Bridget A. Berry	Confer with G. Goldstein re: trial preparation, graphics, witness preparation; continue work on exhibit list for trial;	1.40	910.00
08/23/16	Glenn E. Goldstein	Work on obtaining consultant for witness preparation assistance and graphics for trial, exchange emails with, and telephone conferences with Mr. Fried and Mr. Diamondstein of Decision Quest regarding same; further review of Takigiku's reply in support of its Daubert motion as to Charleston's valuation expert, Van Vleet, and Takigiku's reply in support of its motion for summary judgment; attend meeting with expert, Mr. Van Vleet, to go over recent Daubert motion filings and trial testimony issues	3.20	2240.00
08/23/16	Lauren R. Whetstone	Correspondence and strategy re:compliance with pretrial order and exchange of exhibits ; analysis re: motion in limine and strategy.	0.80	320.00
08/24/16	Bridget A. Berry	Confer with G. Scott re: trial preparation; confer with G. Goldstein re: witness preparation; review communications with DecisionQuest.	0.70	455.00

08/24/16	Glenn E. Goldstein	Further review of issues regarding trial testimony of valuation expert, Mr. Van Vleet, further review of Van Vleet deposition transcript, select documents and select portions of Daubert briefs regarding same; exchange emails with, and telephone conference with Mr. Fried of Decision Quest regarding potential graphics/power point for trial, and use of trial consultant to assist with witness preparation	1.80	1260.00
08/25/16	Glenn E. Goldstein	Conference call with Bridget Berry and Bobby Kane to Decision Quest trial consultants, Mr. Wolfe and Mr. Fried, regarding case status and strategy issues, and their retention; further work on issues regarding Van Vleet expert testimony, further review of select portions of Daubert motion briefs, deposition transcript and expert report regarding same	2.20	1540.00
08/25/16	Robert R. Kane	Attended initial strategy call with GT team and D. Wolfe at DecisionQuest to discuss case background as well as witness and trial strategy/preparation;Communications with D. Van Vleet re production of expert invoices.	1.40	553.00
08/26/16	Bridget A. Berry	Review Takigiku answer and affirmative defenses to Third Amended Complaint and confer with G. Scott re: same; trial planning and preparation.; follow up with GT team on SIDIS complaint and report status to G. Scott; review Decision Quest trial support proposal and email G. Scott re: same.	2.00	1300.00
08/26/16	Glenn E. Goldstein	Review proposal letter received from trial consultants at Decision Quest; review and analyze Takigiku's answer, amended affirmative defenses and counterclaim to Charleston's third amended complaint; review select portions of Takigiku's and Bosse's deposition testimony regarding trial issues	1.80	1260.00
08/26/16	Kelly A. Terribile	Messages regarding Takigiku answer to third amended complaint; review same; message regarding DecisionQuest proposal.	0.20	144.00
08/28/16	Bridget A. Berry	Trial preparation and analysis re: Protective Order and Confidentiality designations, evidentiary issues.	1.30	845.00
08/29/16	Bridget A. Berry	Draft detailed pretrial work product memorandum and lead GT team meeting re: deadlines, pretrial motions; pretrial stipulation, exhibits, witness preparation, examination and cross examination outlines; opening and closing outlines, bench memorandum, demonstratives and electronics; email to G. Scott and confer with G. Scott re: trial preparation; telephone call to DecisionQuest re: trial preparation; confer with G. Scott re: DecisionQuest scheduling; follow up re: Charleston engagement letter with DecisionQuest; analysis re: Motion in Limine re: March 22, 2010 Action Without Meeting of the Board of Directors and advise G. Scott re: same;	4.80	3120.00

08/29/16	Glenn E. Goldstein	Review case/trial status and strategy issues, including preparation of certain motions in limine, review select portions of pleadings and summary judgment motions/briefs, and select excerpts from Bosse and Takigiku deposition transcripts regarding same; further review of Van Vlett expert testimony preparation issues, further review of deposition transcript, expert report and select documents regarding same	2.00	1400.00
08/29/16	Robert R. Kane	Began Deposition Designations of Dan Van Vleet; included review and analysis of depositon transcript;Began Deposition Designations of Vol. I of Ray Takigiku; included review and analysis of depositon transcript Vol. I of Ray Takigiku dated 5/3/2016.	5.00	1975.00
08/29/16	Lindsay L. MacDonald	Conduct research regarding FRE 401-403 for use in Motions in Limine; Draft legal standard section for use in Motions in Limine.	2.80	756.00
08/29/16	Kelly A. Terribile	Messages regarding trial preparation and outline of action items.	0.10	72.00
08/29/16	Lauren R. Whetstone	Attention to correspondence re: trial plan; correspondence re: same; strategy re: pretrial stipulation; strategy and conference with B. Berry re: motions in limine; research re: motions in limine; correspondence with client re: additional motions in limine; meet with B. Berry to discuss.	3.50	1400.00
08/30/16	Bridget A. Berry	Trial preparation including analysis pertaining to witness and exhibit lists; analysis re: Local Rules and pretrial deadlines; begin work on deposition designations for evidence at trial; email to opposing counsel re: Joint Pretrial Stipulation and mandatory pretrial conference; analysis re: Takigiku request that pretrial conference occur via conference call; confer with K. Terribile re: bench memo; begin drafting Joint Pretrial Stipulation; read Takigiku's Eisner Affirmative Defenses and Counterclaim to Third Amended Complaint and strategy analysis re: response.	3.50	2275.00
08/30/16	Glenn E. Goldstein	Further review of case/trial status and strategy issues, including preparation of joint pretrial stipulation, certain motions in limine, and Charleston's answer and affirmative defenses to Takigiku's counterclaim to Charleston's third amended complaint, further review of documents and select portions of pleadings and summary judgment motions/briefs, review FED.R.CIV.P. and local rules, review draft shell of pretrial stipulation, review emails exchanged with opposing counsel regarding pretrial stipulation and confer with Bridget Berry regarding same; further work on issues regarding preparation of Van Vleet expert testimony	2.90	2030.00
08/30/16	Lindsay L. MacDonald	Draft Motion in Limine to Exclude Series B Draft Term Sheet. Begin to draft Motion in Limine to Exclude Dean Rutley Email.	4.10	1107.00

08/30/16	Jennifer Thomson	Relativity search re: P. Bosse's 2/8/10 email related to/referencing Draft Summary of Terms and Conditions of Series B Preferred Stock offering.	1.30	338.00
08/30/16	Lauren R. Whetstone	Strategy re: motions in limine; attention to correspondence with opposing counsel re: required scheduling conference; correspondence with B. Berry and client re: pretrial motions.	1.80	720.00
08/31/16	Bridget A. Berry	Trial preparation including GT team meeting; communications with opposing counsel re: mandatory attorney meeting/pretrial conference; email G. Scott re: attorney meeting/pretrial conference;	2.40	1560.00
08/31/16	Glenn E. Goldstein	Attend and participate in conference call with trial consultant, attorney Wolfe, Mr. Bosse, attorney Scott and Bridget Berry to discuss trial presentation and strategy issues; further work on pretrial and trial preparation issues, including issues related to preparation of witnesses, joint pretrial stipulation, motions in limine, and Charleston's answer and affirmative defenses to Takigiku's counterclaim to Charleston's third amended complaint, further review of select documents, and select portions of pleadings and summary judgment motions/briefs, shell of draft pretrial stipulation and research regarding same	3.70	2590.00
08/31/16	Robert R. Kane	Attended trial preparation and strategy conference call with GT team, G. Scott, P. Bosse and D. Wolfe; GT team strategy conference re pre-trial deadlines and trial preparation; Drafted Plaintiff's Answer and Affirmative Defenses to Defendant s Counterclaim (141) to Plaintiff's Third Amended Complaint; included comparision with prior Counterclaim and answer.	3.20	1264.00
08/31/16	Lindsay L. MacDonald	Continue drafting of Motion in Limine to Exclude Series B Draft Term Sheet, Motion in Limine to Exclude Confidential Settlement Discussions and Motion in Limine to Exclude Dean Rutley Email.	2.50	675.00
08/31/16	Jennifer Thomson	Trial team meeting relating to upcoming deadlines, pending assignments, and related trial logistics.	1.70	442.00
08/31/16	Lauren R. Whetstone	Revise motion in limine re: Series B Draft Term Sheets and related documents; team meeting re: pretrial deadlines, assignments and distribution of tasks; revise motion in limine re: D. Willbrand and D. Baddour emails, confidential settlement discussions; strategy re: pretrial stipulation.	4.00	1600.00
		Total Time:	364.10	
		Total Fees:		$194,430.00

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
06/23/16	VENDOR: Berry, Bridget A. INVOICE#: 1346974010121159 DATE: 10/12/2016 Breakfast; 06/23/16 - Attend deposition of Dr. Raymond Takigiku; Merchant: Caffe' Siena	$	3.98
06/23/16	VENDOR: My Chauffer Palm Beach INVOICE#: 03062316295 DATE: 6/23/2016 Chauffeured Services 06/23/16; Charleston Laboratories Round Trip to Fort Lauderdale	$	295.00
06/27/16	VENDOR: Berry, Bridget A. INVOICE#: 1346974010121159 DATE: 10/12/2016 Dinner; 06/27/16 - Attend deposition of Dr. Raymond Takigiku; Merchant: Paradies Airport Shops	$	33.91
06/27/16	VENDOR: Berry, Bridget A. INVOICE#: 1346974010121159 DATE: 10/12/2016 Meals Other; 06/27/16 - Attend deposition of Dr. Raymond Takigiku; Merchant: Silverglades on 8th	$	3.50
06/27/16	VENDOR: Berry, Bridget A. INVOICE#: 1346974010121159 DATE: 10/12/2016 Dinner; 06/27/16 - Attend deposition of Dr. Raymond Takigiku; Merchant: Starbucks	$	6.10
06/27/16	VENDOR: Berry, Bridget A. INVOICE#: 1346974010121159 DATE: 10/12/2016 Hotel - Meals Other; 06/27/16 - Attend deposition of Dr. Raymond Takigiku	$	8.58
06/27/16	VENDOR: Berry, Bridget A. INVOICE#: 1346974010121159 DATE: 10/12/2016 Lunch; 06/27/16 - Attend deposition of Dr. Raymond Takigiku; Merchant: Silverglades on 8th	$	29.30
06/27/16	VENDOR: Berry, Bridget A. INVOICE#: 1346974010121159 DATE: 10/12/2016 Hotel - Other; 06/27/16 - Attend deposition of Dr. Raymond Takigiku	$	3.00
06/27/16	VENDOR: Berry, Bridget A. INVOICE#: 1346974010121159 DATE: 10/12/2016 Car Service/Taxi; 06/27/16 - Attend deposition of Dr. Raymond Takigiku	$	40.80
06/28/16	VENDOR: Berry, Bridget A. INVOICE#: 1346974010121159 DATE: 10/12/2016 Breakfast; 06/28/16 - Attend deposition of Dr. Raymond Takigiku; Merchant: Starbucks	$	7.24
06/28/16	VENDOR: Berry, Bridget A. INVOICE#: 1346974010121159 DATE: 10/12/2016 Lodging; 06/28/16 - Attend deposition of Dr. Raymond Takigiku	$	173.60
06/28/16	VENDOR: Berry, Bridget A. INVOICE#: 1346974010121159 DATE: 10/12/2016 Lodging; 06/28/16 - Attend deposition of Dr. Raymond Takigiku	$	171.72
08/31/16	VENDOR: Empire Discovery LLC INVOICE#: INV012356 DATE: 8/31/2016 Job ED012369 - Web Hosting; Relativity Monthly Hosting per GB/User Fees, Project management hours	$	740.00
	Total Expenses:	$	1,516.73

GT GreenbergTraurig

Invoice No. : 4323612
File No. : 155480.010200
Bill Date : November 15, 2016

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through September 30, 2016:

	$	121,272.50
Less Courtesy Discount:	$	(18,190.87)
Total Fees:	$	103,081.63

Expenses:

Business Meals	132.81		
Consulting Services	1,488.76		
Deposition/Court Reporters	634.30		
Off-site Printing and Copying Charges	102.50		
Service Company Charges	427.50		
Information and Research	1,076.85		
Total Expenses:		$	3,862.72
Current Invoice:		$	106,944.35

Previous Balance (see attached statement): $ 351,782.23

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 40

PL-0026695

GreenbergTraurig

Invoice No. : 4323612
File No. : 155480.010200

Total Amount Due: $ 458,726.58

BAB:LMH
Tax ID: 59-1270754

Greenberg Traurig, P.A. | Attorneys at Law | 777 South Flagler Drive | Suite 300 East | West Palm Beach, Florida 33401
Tel 561.650.7900 | Fax 561.655.6222 | www.gtlaw.com

GreenbergTraurig

Invoice No.: 4323612
File No. : 155480.010200

FOR YOUR CONVENIENCE,
PAYMENT INSTRUCTIONS FOR GT FIRM ACCOUNT
FOR FEES & COSTS ARE AS FOLLOWS:

For Wire Instructions:
Bank: WELLS FARGO BANK
ABA #: 121000248

For ACH Instructions:
Bank: WELLS FARGO BANK
ABA# 063107513

CREDIT TO: GREENBERG TRAURIG DEPOSITORY ACCOUNT
ACCOUNT #: 2000014648663
PLEASE REFERENCE:
CLIENT NAME: CHARLESTON LABORATORIES, INC.
FILE NUMBER: 155480.010200
INVOICE NUMBER: 4323612*
BILLING PROFESSIONAL: Bridget A. Berry

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"When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction."

Wire fees may be assessed by your bank.
*** If paying more than one invoice, please reference all invoice numbers in wiring instructions.**

BAB:LMH
Tax ID: 59-1270754

GT GreenbergTraurig

Invoice No.: 4323612
File No. : 155480.010200

Account Statement

Date	Invoice #	Fees Due	Expenses Due	Other Due	Total Due
10/21/16	4296909	182,813.95	2,186.05	0.00	185,000.00
11/14/16	4350853	165,265.50	1,516.73	0.00	166,782.23
	Totals:	$ 348,079.45	$ 3,702.78	$ 0.00	$ 351,782.23

BAB:LMH
Tax ID: 59-1270754

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
08/26/16	Jennifer Thomson	Emails to/from Research Dept. relating to Google archive searches involving SIDIS, SIDIS Corp., SIDIS Corp LLC and Charleston Laboratories, Inc.; review and analysis of comparison between Defendant's Answer to 3rd Amended Complaint and Defendant's Answer to 2nd Amended Complaint;	2.60	676.00
09/01/16	Glenn E. Goldstein	Continued work on pretrial and trial preparation issues, including preparation of witnesses, joint pretrial stipulation, motions in limine, and Charleston's answer and affirmative defenses to Takigiku's counterclaim to Charleston's third amended complaint, further review of pleadings, documents, summary judgment motion briefs and research regarding same	2.20	1540.00
09/01/16	Lindsay L. MacDonald	Strategize regarding arguments for Motions in Limine on Series A Disclosure Schedule, Delaware Franchise Tax Report, and 2010 Balance Sheet. Review and analyze all operative pleadings and Motion for Summary Judgment briefing in preparation for drafting section of Joint Pretrial Stipulation regarding issues of law which remain for determination by the court.	1.20	324.00
09/01/16	Karusha Y. Sharpe	Assist in analyzing legal grounds for Motions in limine.	1.50	742.50
09/01/16	Lauren R. Whetstone	Begin drafting Pretrial Stipulation.	4.40	1760.00
09/02/16	Bridget A. Berry	Work on Motions in Limine.	1.00	650.00
09/02/16	Glenn E. Goldstein	Review and provide comments to draft of Charleston's answer and affirmative defenses to Takigiku's counterclaim to Charleston's third amended complaint; further review of pretrial and trial preparation issues, further review of select portions of pleadings, select documents and select excerpts of Takigiku, Rutley and Bosse deposition transcripts regarding same	1.90	1330.00
09/02/16	Robert R. Kane	Began drafting Motion in Limine on Plaintiff's use of December 2010 Balance Sheet at trial; legal research and analysis re: post-valuation financials of company or stock in preparation for drafting Motion in Limine re: December 2010 Balance Sheet ; included legal research of Judge Cohn's Orders on Motions in Limine pertaining to valuation evidence;Review and analysis of Takigiku's's arguments relating to the December 2010 Balance Sheet in his Motion to Exclude Van Vleet, Motion for Summary Judgment and Response in Opposition to Charleston's Motion for Summary Judgment in preparation for providing record cites and appropriate counter arguments in Motion in Limine.	6.00	2370.00

09/02/16	Lindsay L. MacDonald	Complete draft of Motion in Limine to exclude Dean Rutley Email. Prepare draft of section of Joint Pretrial Stipulation regarding issues of law which remain for determination by the court.	2.20	594.00
09/02/16	Karusha Y. Sharpe	Begin research and drafting for motions in limine regarding Delaware Franchise Tax Report and Series A Preferred Disclosure Schedule.	3.00	1485.00
09/02/16	Jennifer Thomson	Continued review and analysis of deposition exhibits and relevant production documents in connection with preparation of trial exhibit list.	3.30	858.00
09/02/16	Lauren R. Whetstone	Revise joint pretrial stipulation; correspondence to team re: same; correspondence re: motions in limine; review draft answer to counterclaim; review correspondence re: additional motions in limine; revise motion in limine re: Dean Rutley email; review correspondence to client re: same.	3.70	1480.00
09/03/16	Lindsay L. MacDonald	Continue to review and analyze deposition of Chuck Scheper in order to determine confidentiality designations for same.	0.40	108.00
09/04/16	Bridget A. Berry	Review and Revise motion in limine re: Draft Summary of Terms and Conditions of Series B Preferred Stock offering and email from P. Bosse February 8, 2010; email to G. Scott; confer with DecisonQuest re: trial preparation.	2.50	1625.00
09/05/16	Bridget A. Berry	Confer with opposing counsel re: pretrial meeting; plan and prepare for pretrial meeting; analysis of documents and Takigiku arguments in motions/responses and review and revise Motion in Limine re: second paragraph of the March 19, 2010 letter, the second and third paragraphs of the March 26, 2010 letter and referenced Stock Redemption and Settlement Agreement and Stock Power, and the Baddour/Willbrand emails in the April-June 2010 time period relating to settlement negotiations; communicate with client re: same; review and revise Motion in Limine re: D. Rutley June 14, 2008 email; communicate with client re: same	7.60	4940.00
09/05/16	Glenn E. Goldstein	Continued work on pretrial and trial preparation, review and provide comments to draft of Charleston's motion in limine regarding draft term sheets and Series B Bosse email, further review of issues regarding preparation of joint pretrial preparation and Van Vleet expert witness testimony outline, further review of select portions of pleadings, select documents and excerpts from select deposition transcripts regarding same	2.90	2030.00
09/05/16	Karusha Y. Sharpe	Complete research and drafting of motions in limine regarding Delaware Franchise Tax Report and Series A Preferred Disclosure Schedule.	5.00	2475.00

09/06/16	Bridget A. Berry	Lead team meeting re: motions in limine relating to: Email(s) between D. Rutley and C. Kauffman re: ESRA; Series A Preferred Stock Disclosure Statement; Draft Summary of Terms and Conditions of the Series B Preferred Stock Offering; email discussing the Draft Summary of Terms and Conditions of Series B Preferred Stock offering from P. Bosse; second paragraph of the letter from Charleston to Takigiku dated March 19, 2010; second and third paragraphs of the letter from Charleston to Takigiku dated March 26, 2010; Stock Redemption and Settlement Agreement and Stock Power referenced in March 19/ March 26, 2010 letters; emails between D. Willbrand and D, Baddour April-June 2010; Charleston's December 31, 2010 Balance Sheet; Charleston's State of Delaware Annual Franchise Tax Report dated February 15, 2011; email to Takigiku team re: motions in limine and seal; review and revise motion to seal; review and revise Motions in Limine to Exclude: Reference to Charleston's December 2010 Balance Sheet ; State of Delaware Annual Franchise Tax Return; Draft Summary of Terms and Conditions of the Series B Preferred Stock Offering; June 14, 2008 Email from Rutley to Kauffman; Series A Preferred Stock Disclosure Schedule; Confidential Settlement Discussions; analyze and respond to client comments; analyze and respond to K. Terrible comments; confer with client; finalize papers; analyze and troubleshoot re: ECF filing issues; analyze Local Rules re: same; draft letter to Judge.	12.50	8125.00
09/06/16	Glenn E. Goldstein	Continued work on pretrial and trial preparation issues, review and provide comments to multiple drafts of Charleston's six (6) motions in limine before filing, review select documents and case law cited therein, continued review of issues regarding preparation of joint pretrial stipulation and Van Vleet expert witness testimony outline, review emails exchanged with opposing counsel regarding "meet and confer" on joint pretrial stipulation and sealing of motions in limine, confer with Bridget Berry and Bobby Kane, and further review of select portions of pleadings, select documents and excerpts from select deposition transcripts regarding same; review and analyze Takigiku's motions in limine	3.90	2730.00
09/06/16	Robert R. Kane	Interoffice strategy conference with GT team regarding Charleston's Motions in Limine; began drafting Direct Examination Outline of Dan Van Vleet in preparation for trial; finalization of Motions in Limine including record citations and final factual revisions based on the record evidence.	5.40	2133.00

09/06/16	Lindsay L. MacDonald	Complete review and analysis of deposition of Chuck Scheper in order to determine confidentiality designations for same; assist in finalizing Motion in Limine to Exclude Rutley Email, and related Rutley-Kauffman emails to Exclude Reference to the Draft Summary of Terms and Conditions of the Series B Preferred Stock Offering to Exclude Confidential Settlement Discussions to Exclude Series A Preferred Stock Disclosure Schedule to Exclude State of Delaware Annual Franchise Tax Report; Communicate via telephone with Judge's Clerk regarding CM/ECF filing issues; Review and analyze Defendant's Motions in Limine in preparation for responding to same.	10.90	2943.00
09/06/16	Kelly A. Terribile	Message regarding draft Charleston answer to Takigiku's answer, affirmative defenses and counterclaims; messages regarding motions in limine; review and revise draft motions in limine; messages regarding G. Scott comments to term sheet motion in limine; review same; messages regarding review of motions in limine; research Delaware case law and Series A stock purchase agreement regarding reference to disclosure schedules in agreements; message regarding analysis of same; messages regarding comments to motions in limine; messages regarding election of P. Bosse as sole director; review documents regarding same; review and revise case summary regarding same; messages regarding documents produced by Womble; review and revise case summary regarding Rutley and Takigiku deposition citations.	6.10	4392.00
09/06/16	Jennifer Thomson	Prepare draft confidentiality designations re: Charles "Chuck" Scheper deposition; assist with drafting unopposed motion to file motions in limine under seal; attend GT trial strategy meeting; review and analysis of (1) Charleston's Motion in Limine to Exclude Confidential Settlement Discussions; (2) Charleston's Motion in LImine to Exclude Series A Preferred Stock Disclosure Schedule; (3) Charleston's Motion in Limine to Exclude Reference to Draft Summary of Terms and Conditions of the Series B Preferred Stock Offering; (4) Charleston's Motion in Limine to Exclude State of Delaware Annual Franchise Tax Report; (5) Charleston's Motion in Limine to Exclude Reference to June 14, 2008 Email from Rutley to KauffMan; and (6) Charleston's Motion in Limine to Exclude Reference to its 2010 Balance Sheet, for preparation of exhibits and filing and service of same.	11.80	3068.00

09/06/16	Lauren R. Whetstone	Correspondence re: motions in limine; attention to local rules re: motions in limine, and correspondence to team re: same; strategy meeting re: motions in limine and filing under seal; review and revise case law cited in motions in limine; review and revise all motions in limine; correspondence and strategy re: motion to file under seal; attention to correspondence with client re: final revisions to 6 motions in limine and attention to filing status.	6.40	2560.00
09/07/16	Bridget A. Berry	Review and revise pretrial stipulation; prepare for pretrial conference.	4.00	2600.00
09/07/16	Glenn E. Goldstein	Continued work on pretrial and trial preparation issues, including preparing for 9/8 pretrial "meet and confer" meeting with opposing counsel, review draft of joint pretrial stipulation, scheduling orders, local rules, pleadings and pending motions, further review of Takigiku's motions in limine, and review select deposition excerpts and select documents regarding same	3.40	2380.00
09/07/16	Robert R. Kane	Continued working with paralegal to prepare Charleston's Exhibit List; Strategy conference with GT team re Response to Takigiku's Motions in Limine, Trial Outlines, Trial Themes, Overall Trial Preparation, Witness Preparation, Demonstratives, as well as Powerpoint Presentation for opening and closing statements.	3.00	1185.00
09/07/16	Lindsay L. MacDonald	Strategize regarding Response to Defendant's Motion in Limine, Joint Pretrial Stipulation, and demonstratives for trial. Telephone conference with Judge's clerk regarding CM/ECF filing issues. Communicate with team regarding clerk's feedback on CM/ECF issues.	1.70	459.00
09/07/16	Kelly A. Terribile	Message regarding draft motion in limine for 2010 balance sheet; review same; messages regarding revisions to motion in limine for Series A SPA disclosure schedule.	0.20	144.00
09/07/16	Jennifer Thomson	Review and analysis of deposition exhibits of all witnesses pertaining to "confidential" designation pursuant to Stipulated Confidentiality Order; begin preparing chart re: withdrawal of same; continue preparing draft confidentiality designations re: Charles "Chuck" Scheper deposition; continued review and analysis of deposition exhibits and relevant production documents in connection with preparation of trial exhibit list; begin preparing draft Joint Motion to Bring Electronic Equipment Into the Courtroom; continued preparation of draft Joint Pretrial Stipulation.	5.90	1534.00
09/07/16	Lauren R. Whetstone	Review and analyze motion in limine filed by Takigiku; strategy re: responses to arguments in same; confirm CM/ECF filing issues according to clerk; strategy conference re: pretrial deadlines and drafts; review draft exhibit list and correspondence re: same; strategy re: demonstrative boards for trial; analyze correspondence with opposing counsel re: pretrial stipulation meeting.	3.60	1440.00

09/08/16	Bridget A. Berry	Prepare for and attend pretrial conference with C. Bridgmon and follow up re: revisions to pretrial stipulations; analysis re:exhibit lists; report to client.	6.00	3900.00
09/08/16	Glenn E. Goldstein	Final preparation for, and attend 'meet and confer" meeting at GT West Palm Beach with opposing counsel, attorney Bridgmon, and Bridget Berry regarding preparation of joint pretrial stipulation, and to discuss all pretrial issues; review and provide comments to multiple drafts of joint pretrial stipulation, and to drafts of Charleston's and Takigiku's exhibit lists, review chronological exhibit list, review select portions of pleadings and select documents, and conference call with attorney Scott and the defense team regarding same	5.90	4130.00
09/08/16	Robert R. Kane	Communications with D. Van Vleet re invoices for expert services through deposition. Follow-up communications with D. Van Vleet and G. Scott re application of retainer to invoice; further communication with D. Van Vleet re trial preparations; Continued drafting Direct Examination Outline of Dan Van Vleet in preparation for trial; included review and analysis of Rule 26 expert report, CV, all documents on reliance list, as well as the deposition transcript of D. Van Vleet.	4.00	1580.00
09/08/16	Lindsay L. MacDonald	Review and revise version of Joint Pretrial Stipulation for use in discussions with opposing counsel to include section regarding the first and second signed sets of the Stockholders Agreement and Stock Restriction Agreement. Review and revise section of Joint Pretrial Stipulation regarding issues of law which remain for determination by the court.	4.10	1107.00
09/08/16	Jennifer Thomson	Continued review and analysis of deposition exhibits and relevant production documents in connection with preparation of trial exhibit list and prepare comparison of same for review by trial team; continued review and analysis of deposition exhibits of all witnesses pertaining to "confidential" designation pursuant to Stipulated Confidentiality Order; begin preparing chart re: withdrawal of same; finalize and serve Confidentiality Designations of Chuck Scheper Deposition Transcript; continue preparing draft Joint Motion to Bring Electronic Equipment Into the Courtroom and provide same to Takigiku's counsel.	6.80	1768.00
09/08/16	Lauren R. Whetstone	Review client correspondence re:in limine Motions; review draft exhibit list; strategy and correspondence re: changes to exhibit list; review and analyze correspondence re: pretrial stipulation; draft version of pretrial stipulation for opposing counsel; review and revise joint motion for electronic devices at trial; conference call with client re: pretrial stipulation conference; strategy and planning re: trial demonstrative boards.	6.90	2760.00

09/09/16	Bridget A. Berry	Trial preparation including analysis relating to deposition designations, pretrial stipulation, findings of fact and conclusions of law, various evidentiary issues, meeting with DecisionQuest; communications with client.	2.60	1690.00
09/09/16	Glenn E. Goldstein	Continued work on pretrial and trial preparation issues, further review and comments to drafts of joint pretrial stipulation, and Charleston's and Takigiku's exhibit lists, further review of chronological exhibit list, and further work on preparation of Van Vleet expert testimony regarding same; review select portions of pleadings, and select documents (exhibits), and further review of excerpts from Van Vleet deposition transcript and portions of Van Vleet report regarding all of the foregoing	3.40	2380.00
09/09/16	Robert R. Kane	Began Deposition Designations of Vol. II of Ray Takigiku; included review and analysis of deposition transcript Vol. II of Ray Takigiku dated 6/27/16.	2.50	987.50
09/09/16	Lindsay L. MacDonald	Begin to revise section of Joint Pretrial Stipulation regarding issues of law which remain for determination by the court based on discussions at Pretrial Meeting between both parties.	0.80	216.00
09/09/16	Kelly A. Terribile	Messages regarding draft pre-trial stipulation; messages regarding original minute book; messages regarding draft pre-trial stipulation and exhibit list shared at pre-trial conferral with plaintiff's counsel; message regarding summary of conferral with plaintiff's counsel; message regarding revised joint pre-trial stipulation reflecting plaintiff's comments; review and revise case summary regarding summary of conferral with plaintiffs' counsel; messages regarding certain minute book excerpts; messages regarding certificate no. 14; message regarding Charleston response to Takigiku subpoena to Womble.	1.70	1224.00
09/09/16	Jennifer Thomson	Continued review and analysis of deposition exhibits and relevant production documents in connection with preparation of trial exhibit list.	3.00	780.00
09/09/16	Lauren R. Wherstone	Review and analyze orders re: calendar call and pretrial conference; correspondence and strategy conference re: pretrial conference and proposed findings of fact/conclusions of law; revise pretrial stipulation; review and analyze correspondence with K. Terrible re: stock ledger and production.	2.60	1040.00
09/10/16	Bridget A. Berry	Trial preparation including analysis re: attorney's fee claims and strategy, pretrial stipulation, exhibit list and particular exhibits, begin review of deposition transcripts for purposes of designations (Scheper).	3.40	2210.00
09/11/16	Glenn E. Goldstein	Further work on pretrial and trial preparation, further review of select portions of all pending motions, further review of latest drafts of joint pretrial stipulation, and Charleston's and Takigiku's exhibit lists, and review select documents (exhibits) regarding same	1.90	1330.00

09/11/16	Robert R. Kane	Began Deposition Designations of Paul Bosse; included review and analysis of deposition transcript of Paul Bosse dated 4/27/16 ; Began preparing notes and trial outline for Paul Bosse, including review and analysis of deposition transcript, all exhibits, pleadings and other documents produced in discovery.	9.20	3634.00
09/11/16	Lauren R. Whetstone	Review and analyze correspondence re: expert trial exhibits, and pretrial stipulation and proposed findings of fact and conclusions of law.	0.30	120.00
09/12/16	Glenn E. Goldstein	Further work on issues regarding preparation of Van Vleet's expert trial testimony, further review of select excerpts from Van Vleet deposition transcript, select portions of Van Vleet report and select documents regarding same; further review of drafts of joint pretrial stipulation, and Charleston's and Takigiku's exhibit lists, review select documents (exhibits) regarding same; work on preparation for argument on Daubert motion as to Van Vleet expert testimony, further review of filed briefs and select case law regarding same	3.30	2310.00
09/12/16	Robert R. Kane	Strategy meeting with GT team regarding trial preparation and strategy, including, pre-trial deadlines, exhibit list, witness outlines, deposition designations and demonstratives for trial; Review and analysis of financial records to determine whether Ray Takigiku was paid consulting fees before and during his employment with Charleston. Strategy with B. Berry re same. Began drafting cross-examination outline of Ray Takigiku for use at trial; included review and analysis of deposition transcripts Vol I and II, all exhibits, pleadings and other documents produced in discovery.	7.90	3120.50
09/12/16	Lindsay L. MacDonald	Strategy conference regarding preparations for trial. Complete revisions to section of Joint Pretrial Stipulation regarding issues of law which remain for determination by the court based on discussions at Pretrial Meeting between both parties.	1.60	432.00
09/12/16	Kelly A. Terribile	Message regarding preparation findings of fact and conclusions of law, revisions to pre-trial stipulation and preparation of deposition designations.	0.10	72.00
09/12/16	Jennifer Thomson	Trial team meeting re: strategy and analysis of upcoming trial deadlines, pending assignments, and related trial logistics; revise and update Trial Contact Sheet re: judiciary, attorneys, and potential witnesses; continued review and analysis of deposition exhibits and relevant production documents in connection with preparation of trial exhibit list; begin compiling hard copies of Plaintiff's proposed trial exhibits.	8.20	2132.00

09/12/16	Lauren R. Whetstone	Revise joint pretrial stipulation (contested issues of law) and correspondence re: same; review correspondence re: incorporator issue for trial; strategy re: trial demonstratives and correspondence re: same; team strategy meeting re: trial preparation and deadlines; review and revise correspondence re: trial logistics; review particular exhibits for inclusion in plaintiff's exhibit list.	3.30	1320.00
09/13/16	Glenn E. Goldstein	Continued work on pretrial and trial preparation, further work on Van Vleet expert witness testimony, and review and provide comments to draft of Van Vleet deposition designations, further work on preparation for hearing argument on Daubert motion to exclude Van Vleet, further review of excerpts of Van Vleet deposition testimony, Van Vleet report and filed briefs on Daubert motion regarding same; review and analyze court's order granting Charleston's motion for summary judgment and final judgment entered in favor of Charleston, conference call with defense team to attorney Scott regarding same	3.60	2520.00
09/13/16	Robert R. Kane	Preliminary legal research and analysis of 28 USC 1920 and Chapter 86 of the Federal Rules of Civil Practice and Procedure to determine Charleston's entitlement to fees and costs and expert fees, in particular;Communication with D. Van Vleet re case resolution and application of the retainer to the outstanding invoice; conference with GT team re Court's order granting summary judgment; strategy with GT team re attorneys' fees and costs, potential appeal issues, SIDS issues and other matters to be addressed in light of the Court granting summary judgment; conference call with GT team and G. Scott re same.Finalization of Charleston's Exhibit List; including review and analysis of all documents on the Exhibit List to ensure correct version and Bates reference; also included further review and analysis of all other relevant documents in the litigation.	6.70	2646.50
09/13/16	Lindsay L. MacDonald	Assist R. Kane with research regarding entitlement to attorneys' fees as prevailing party.	1.80	486.00
09/13/16	Kelly A. Terribile	Messages regarding items to be completed for trial; phone message B. Berry regarding court order; phone conference B. Berry regarding same; message regarding Court decision on motion for summary judgment; message regarding final judgment; review decision on motion for summary judgment and final judgment.	1.30	936.00
09/13/16	Jennifer Thomson	Continued review and analysis of Plaintiff's trial exhibits; continue compiling hard copies of same; obtain estimate to print hard copies of same for trial team review; begin preparing witness folders; email follow-up with K. Terribile re: organizational consent document.	1.30	338.00

09/13/16	Lauren R. Whetstone	Correspondence re: documents needed from client; initial draft of proposed findings of fact and conclusions of law; review and analyze order on summary judgment motions; meet with team to discuss summary judgment ruling and next steps; review final judgment; correspondence and strategy re: motion for fees and costs.	2.80	1120.00
09/14/16	Lindsay L. MacDonald	Complete research regarding entitlement to attorneys' fees as prevailing party.	0.80	216.00
09/15/16	Glenn E. Goldstein	Review case law and applicable rules regarding post-judgment taxable costs and fees	0.70	490.00
09/15/16	Robert R. Kane	Legal research and analysis of federal case law on the issue of whether ESI vendor services are taxable costs under 28 usc 1920 (1.2); Fact investigation and analysis re Empire Discovery invoices (0.2); review and analysis of invoices from Empire Discovery to determine which services are recoverable as taxable costs (0.5).	1.90	750.50
09/15/16	Lindsay L. MacDonald	Begin to conduct research to determine which costs are recoverable for use in Motion for an Award of Costs.	1.00	270.00
09/16/16	Glenn E. Goldstein	Further review of case law and applicable rules regarding post-judgment taxable costs and fees, including expert fees	0.80	560.00
09/16/16	Phillip H. Hutchinson	Analysis of taxibility of ESI costs;Analysis of legal authority in re: ESI sanctions.	1.30	773.50
09/16/16	Robert R. Kane	Strategy with P. Hutchinson re claim for ESI related costs; Strategy with B. Berry and L. MacDonald re: expert and other costs; additional legal research and analysis of case law interpreting Rule 26 and Rule 54 on entitlement to costs; Review and analysis of Confidential Information & Invention Assignment Agreement to determine whether there are any provisions in the agreement that would support an award of attorneys' fees.	1.40	553.00
09/16/16	Lindsay L. MacDonald	Strategize regarding arguments for Motion for an Award of Costs. Conduct research regarding which costs are taxable pursuant to 28 USC 1920.	1.50	405.00
09/16/16	Lauren R. Whetstone	Strategy and research local rules re: motion for entitlement to attorneys' fees and costs, taxable costs to prevailing party; provide written legal argument re: entitlement to fees for Charleston's fee motion.	1.60	640.00
09/19/16	Glenn E. Goldstein	Further review of post-judgment issues, including potential taxable costs and fees, follow-up review of select portions of summary judgment order and final judgment, and select case law regarding same	0.80	560.00

09/19/16	Lindsay L. MacDonald	Draft argument on taxable costs pursuant to 28 U.S.C. § 1920, including (1) fees of the clerk and marshal; (2) fees for printed or electronically recorded transcripts; (3) fees for printing ; and (4) fees for the costs of making copies in support of Motion for Award of Costs. Draft argument on taxability of ESI costs related to the preparation of electronic documents for under 28 U.S.C. § 1920(4) including Tiff processing with metadata extraction, electronic bates & confidential labeling in support of Motion for Award of Costs. Draft argument on entitlement to expert fees pursuant to Federal Rule of Civil Procedure 26(b)(4)(E) in support of Motion for Award of Non-taxable Costs.	6.90	1863.00
09/19/16	Jennifer Thomson	Review and analysis of litigation case costs relating to Plaintiff's draft Motion to Tax Costs and Motion for Award of Non-Taxable Costs.	1.20	312.00
09/19/16	Lauren R. Whetstone	Provide strategy and guidance re: motion for attorneys' fees and motion to tax costs, bill of costs; review correspondence re: bill of costs; discuss bill of costs with L. Macdonald; review conflict check information for SIDIS complaint; update B. Berry re: bill of costs and arguments.	1.00	400.00
09/20/16	Glenn E. Goldstein	Written Motions and Submissions review draft of Charleston's motion for expert fees	0.60	420.00
09/20/16	Lindsay L. MacDonald	Complete draft of Motion for Award of Costs. Revise Motion for Award of Costs by separating motion into two, separate motions - Motion to Tax Costs and Motion for Award of Non-taxable Costs. Conduct research regarding the discovery rule in Florida and Kentucky. Review and analyze Bill of Costs in preparation for filing same in support of Motion to Tax Costs.	3.20	864.00
09/20/16	Lauren R. Whetstone	Revise and draft motion to tax costs and verified motion for non-taxable costs; correspondence to team re: same; correspondence with B. Berry re: scope of fees sought for expert witness.	1.30	520.00
09/21/16	Glenn E. Goldstein	Further review draft of Charleston's motion for expert fees, review select case law cited therein, and review and exchange emails with Mr. Scott and Bridget Berry regarding same	0.90	630.00
09/21/16	Jennifer Thomson	Review and analysis of litigation case costs relating to Plaintiff's draft Motion to Tax Costs and Motion for Award of Non-Taxable Costs.	1.50	390.00
09/22/16	Jennifer Thomson	Telephone call from J. James Duggan, Esq. re: Charleston Laboratories and Drs. Cost and Miller; telephone call to B. Berry re: same; conference call with G. Scott re: same.	0.60	156.00
09/23/16	Phillip H. Hutchinson	Review cost associated with imaging of laptop;Review authority in re: taxing costs for ESI.	1.20	714.00
09/23/16	Robert R. Kane	Development of strategy re ESI costs in Motion to Tax Costs.	0.40	158.00
09/23/16	Lindsay L. MacDonald	Review and analyze Southern District of Florida local rules to determine deadlines for conferral and filing of cost motions.	0.50	135.00

09/23/16	Lauren R. Whetstone	Strategy re: timing for filing costs motion; research rule re: timing of fee and costs motion; correspondence re: same for purposes of conferring with opposing counsel for costs motions.	0.60	240.00
09/26/16	Phillip H. Hutchinson	Analysis of issues of taxable costs and hard drive duplication.	0.30	178.50
09/26/16	Jennifer Thomson	Review and analysis of litigation case costs relating to Plaintiff's draft Motion to Tax Costs and Motion for Award of Non-Taxable Costs.	0.40	104.00
		Total Time:	269.60	
		Total Fees:		$121,272.50

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
07/14/16	VENDOR: Cin-Tel Corporation INVOICE#: 00067738 DATE: 7/14/2016 Transcript of Ray Takigiku, apperance of reporter	$	634.30
07/22/16	Search Criteria: (None); Document Type: Pacer Research Charges for July 2016	$	26.90
08/24/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160831 DATE: 8/31/2016 Business Search. on Aug 24 2016 - Re: NIGEL M FERRLY,	$	0.35
08/24/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160831 DATE: 8/31/2016 Business Search. on Aug 24 2016 - Re: SIDIS,	$	0.35
08/24/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160831 DATE: 8/31/2016 Civil Court Search on Aug 24 2016 - Re: SIDIS,	$	2.00
08/24/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160831 DATE: 8/31/2016 Civil Court Search on Aug 24 2016 - Re: SIDIS,	$	2.00
08/24/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160831 DATE: 8/31/2016 Comprehensive Business Report. on Aug 24 2016 - Re: S131961354,	$	6.75
08/24/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160831 DATE: 8/31/2016 Corporation Search on Aug 24 2016 - Re: SIDIS CORP LLC,	$	1.00
08/24/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160831 DATE: 8/31/2016 Delaware Corporation Search on Aug 24 2016 - Re: SIDIS,	$	1.00
08/24/16	VENDOR: Accurint-ACH / Lexis Nexis INVOICE#: 1008203-20160831 DATE: 8/31/2016 Official Records Search on Aug 24 2016 - Re: SIDIS,	$	0.25
08/29/16	WestlawNext Research by MACDONALD,LINDSAY.	$	118.80
08/31/16	VENDOR: Empire Discovery LLC INVOICE#: INV012242 DATE: 8/31/2016 job ED012251; OCR, Media Formatting, Native ESI Processing	$	102.50
09/05/16	WestlawNext Research by KANE III,ROBERT R.	$	189.90
09/05/16	WestlawNext Research by SHARPE,KARUSHA.	$	214.70
09/06/16	Lexis Charges: 09/06/16 LEXIS LEGAL SERVICES Requested by AMBROSE, MICHAEL Ref: 155480.010200	$	19.75
09/06/16	Lexis Charges: 09/06/16 INFORMATION & TRAINING SERVICE Requested by AMBROSE, MICHAEL Ref: 155480.010200	$	0.50
09/06/16	WestlawNext Research by KANE III,ROBERT R.	$	29.70
09/06/16	WestlawNext Research by MACDONALD,LINDSAY.	$	59.40
09/06/16	WestlawNext Research by TERRIBILE,KELLY.	$	59.40
09/07/16	VENDOR: Brown, Lowenda E. INVOICE#: 141337160927153S DATE: 9/27/2016 Lunch: 09/07/16 - pre-trial meeting with Bridget Berry and Glenn Goldstein. Charleston Laboratories Takigiku 155480.010200; Merchant: CAFE JOSHUA CATERING C; Attendees: Lowenda E. Brown, Bridget A. Berry, Glenn E. Goldstein	$	132.81
09/15/16	WestlawNext Research by MACDONALD,LINDSAY.	$	29.70
09/16/16	WestlawNext Research by MACDONALD,LINDSAY.	$	29.70
09/19/16	WestlawNext Research by KANE III,ROBERT R.	$	136.50
09/19/16	WestlawNext Research by MACDONALD,LINDSAY.	$	59.40

09/20/16	WestlawNext: Research by MACDONALD,LINDSAY.	$	88.80
09/23/16	VENDOR: Berkeley Research Group, LLC INVOICE#: 44979 DATE: 9/23/2016 Professional services rendered for Charleston Laboratories August 31 2016- consulting & forsenic imaging	$	1,488.76
09/30/16	VENDOR: Empire Discovery LLC INVOICE#: INV012782 DATE: 9/30/2016 Web Hosting: Relativity Monthly Hosting - Per GB	$	105.00
09/30/16	VENDOR: Empire Discovery LLC INVOICE#: INV012782 DATE: 9/30/2016 Web Hosting: Relativity Monthly Hosting User Fees	$	45.00
09/30/16	VENDOR: Empire Discovery LLC INVOICE#: INV012782 DATE: 9/30/2016 Web Hosting: Project Management Hours	$	187.50
09/30/16	VENDOR: Empire Discovery LLC INVOICE#: INV012782 DATE: 9/30/2016 Web Hosting: Relativity Monthly Hosting User Fees	$	90.00
	Total Expenses:	$	3,862.72

GT GreenbergTraurig

Invoice No.: 4354624
File No. : 155480.010200
Bill Date : April 19, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through October 31, 2016:

		$	25,948.50
Less Courtesy Discount:		$	(6,310.37)
Total Fees:		$	19,638.13

Expenses:

Parking Charges	15.00		
Postage	0.47		
Information and Research	134.08		
Total Expenses:		$	149.55
Current Invoice:		$	**19,787.68**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 41

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
09/11/16	Bridget A. Berry	Trial preparation including reading transcripts of R. Takigiku, P. Bosse, and reading summary judgment motions to prepare opening argument and order of proof strategy; analysis relating to potential legal arguments at trial; analysis re: preparation for docket call and oral argument on motions in limine and summary judgment motions.	7.50	4875.00
09/12/16	Bridget A. Berry	Trial preparation including work with paralegal in reviewing documents for selection for exhibit list, chronological review of exhibits; confer with R. Kane and L. Whetstone re: trial preparation including demonstrative exhibits and witness preparation; fact investigation re: certain corporate documents, including incorporator consent; develop PowerPoint with select documents for presentation in opening argument; begin work on opening argument; confer with G. Scott re: trial preparation. DecisionQuest services, pretrial motions and trial strategy; continue review of deposition transcripts for designations (C. Scheper, D. Rutley); analysis re: potential trial subpoena by R. Takigiku of J. Ameling, B. Schachtel.	8.00	5200.00
09/13/16	Bridget A. Berry	Trial preparation including analysis of amounts paid to R. Takigiku and trial strategy relating to employment status; work with paralegal re: various issues pertaining to presentation of evidence and trial readiness; read court order granting summary in favor of Charleston Laboratories, Inc. and against R. Takigiku ; confer with G. Scott; receive call from opposing counsel J. Long and follow up with G. Scott; follow up re: cancellation of vendors relating to trial preparation; attention to post-judgment deadlines; begin work on cost/fee analysis and motions.	4.80	3120.00
09/15/16	Bridget A. Berry	Analysis re: fee claim and cost claims and limitations imposed by 28 USC 1920; analysis re: expert fees and related costs;	1.40	910.00
09/16/16	Bridget A. Berry	Continue analysis re: strategy to maximize claim for fees and costs; analysis re: obligations to preserve evidence (ESI) in anticipation of possible appeal by Takigiku.	1.30	845.00
09/20/16	Bridget A. Berry	Confer with R. Kane, L. Macdonald and L. Whetstone re: statutory costs and re: motion for award of expert fees, respectively; review and revise motion for statutory costs and motion for expert fees; email to G. Scott re: taxable costs and expert fees.	1.80	1170.00
09/21/16	Bridget A. Berry	Confer with R. Kane re: attorney's fees; confer with G. Scott re: attorney's fees claim and potential contractual provisions.	0.60	390.00

09/22/16	Bridget A. Berry	Confer with J. Thomson re: call from J. James Duggan and follow up with G. Scott.	0.20	130.00
09/23/16	Bridget A. Berry	Analysis re: case law and statute and limitations on costs relating to ESI discovery; review revised cost motion.	1.00	650.00
10/03/16	Robert R. Kane	Drafted e-mail to G. Scott re post-judgment status/deadline update as to all remaining matters; included research and analysis of federal rules governing post-judgment deadlines on Motion to Amend Final Judgment, appeal, and tax fees and costs.	0.80	316.00
10/05/16	Glenn E. Goldstein	Written Motions and Submissions review Takigiku's notice of appeal of summary judgment order and review applicable rules and issues regarding same	0.40	280.00
10/05/16	Lauren R. Whetstone	Review notice of appeal; correspondence to client re: same.	0.30	120.00
10/10/16	Bridget A. Berry	Analysis re: Hurricane Matthew and extension of deadlines; communications with G. Scott re: status, strategy.	0.50	325.00
10/12/16	Bridget A. Berry	Analysis re: motion to tax costs and fees.	3.00	1950.00
10/12/16	Glenn E. Goldstein	Review Charleston's motion to tax costs; review "meet and confer" email correspondence exchanged with Takigiku's and SIDIS' counsel	0.50	350.00
10/12/16	Robert R. Kane	Preparation for and conferral call with C. Bridgmon re Charleston's Motions for Costs as the prevailing party (0.6); E-mail to G. Scott re same (0.3).	0.90	355.50
10/12/16	Robert R. Kane	Final review of Motion to Tax Costs in preparation for filing; final review of Motion for Award of Non-Taxable Costs in preparation for serving on opposing counsel.	0.50	197.50
10/12/16	Lindsay L. MacDonald	Finalize Motion to Tax Costs, Bill of Costs, and associated exhibits in preparation for filing same. Finalize Motion for Award of Non-Taxable Costs and associated exhibits in preparation for service of same. Telephone conference with opposing counsel to confer regarding cost motions.	3.50	945.00
10/12/16	Jennifer Thomson	Update Bill of Costs for Plantiff's Motion to Tax costs	2.60	676.00
10/12/16	Lauren R. Whetstone	Review correspondence with opposing counsel re: meet and confer on costs motions; review items relating to motion to tax cost, strategy; revise motion to tax costs.	1.00	400.00
10/13/16	Glenn E. Goldstein	Review order of referral of all post-judgment matters to magistrate judge; review additional emails exchanged between Bridget Berry and counsel for Takigiku and SIDIS	0.30	210.00
10/14/16	Lindsay L. MacDonald	Determine comparable experts for use in expert rate comparison in Motion for Award of Non-Taxable Costs.	0.30	81.00
10/17/16	Lauren R. Whetstone	Review notice filed by Takigiku.	0.10	40.00
10/18/16	Bridget A. Berry	Read and analyze email from Takigiku's counsel and follow up with G. Scott re:settlement with Takigiku only	0.50	325.00

10/26/16	Glenn E. Goldstein	Review issues with Bobby Kane regarding preparation of Charleston's motion to tax a portion of Van Vleet expert fees, review select case law regarding same	0.40	280.00
10/26/16	Robert R. Kane	Communication with D. Van Vleet re hourly rate information for other SRR professionals to support Charleston's Motion for Non-Taxable Expert Costs; Communication with T. Cummins at SRR re same; strategy discussion with B. Berry re same.	0.60	237.00
10/26/16	Lindsay L. MacDonald	Communicate via telephone with Van Vleet regarding comparable expert rates for use in Motion to Award Non-Taxable Costs.	0.20	54.00
10/26/16	Lauren R. Whetstone	Follow up and strategy re: motion for non-taxable costs and confer with opposing counsel prior to filing.	0.30	120.00
10/27/16	Glenn E. Goldstein	Written Motions and Submissions; further review of issues regarding preparation of Charleston's motion to tax a portion of Van Vleet expert fees, further review of select case law regarding same	0.40	280.00
10/28/16	Robert R. Kane	Preparation for and conferral call with J. Long and C. Bridgmon re Charleston's Motion for an Award of non-taxable costs related to expert costs.	0.40	158.00
10/31/16	Glenn E. Goldstein	Written Motions and Submissions review Takigiku's response to Charleston's motion to tax costs	0.80	560.00
10/31/16	Robert R. Kane	Review and analysis of Takigiku's Response in Opposition to Plaintiff's Motion to Tax Costs.	0.30	118.50
10/31/16	Lauren R. Whetstone	Analyze response to motion to tax costs filed by Takigiku.	0.70	280.00
		Total Time:	45.90	
		Total Fees:		$25,948.50

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
10/10/16	WestlawNext Research by KANE III,ROBERT R.	$	83.10
10/12/16	Lexis Charges: 10/12/16 LEXIS LEGAL SERVICES Requested by PLASENCIA-BISHOP, ALIA Ref: 155480.010200	$	42.97
10/12/16	Lexis Charges: 10/12/16 LEXIS ADVANCE Requested by PLASENCIA-BISHOP, ALIA Ref: 155480.010200	$	3.81
10/12/16	Search Criteria: (None); Document Type: Pacer Research Charges for October 2016	$	3.80
10/12/16	Postage	$	0.47
10/19/16	VENDOR: Goldstein, Glenn E. INVOICE#: 14677601 10281231 DATE: 10/28/2016 Parking; 10/19/16 - Parking at courthouse for status conference hearing.	$	15.00
10/28/16	Search Criteria: (None); Document Type: Pacer Research Charges for October 2016	$	0.10
10/31/16	Search Criteria: (None); Document Type: Pacer Research Charges for October 2016	$	0.30
	Total Expenses:	$	149.55

GT GreenbergTraurig

Invoice No.: 4416418
File No. : 155480.010200
Bill Date : April 19, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through November 30, 2016:	$	17,418.50
Less Courtesy Discount:	$	(2,612.77)
Total Fees:	$	14,805.73

Expenses:		
Subpoenas	635.92	
Information and Research	857.20	
Total Expenses:	$	1,493.12
Current Invoice:	$	**16,298.85**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 42

PL-0026718

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
11/01/16	Glenn E. Goldstein	Written Motions and Submissions review of Takigiku's response to Charleston's motion to tax costs and select case law cited therein	0.80	560.00
11/03/16	Phillip H. Hutchinson	Draft section of reply to tax costs relating to ESI recoverable costs.	1.90	1130.50
11/03/16	Robert R. Kane	Strategy conferences with B. Berry and P. Hutchinson re Takigiku's response to Charleston's Motion to Tax Costs in preparation for drafting Reply Brief; included review and analysis of letters and communications with opposing counsel re ESI and other discovery cost issues.	0.60	237.00
11/07/16	Glenn E. Goldstein	Written Motions and Submissions follow-up review of Takigiku's response to Charleston's motion to tax costs and select case law cited therein	0.40	280.00
11/07/16	Phillip H. Hutchinson	Draft reply to objection to costs for electronic discovery in the case.	1.10	654.50
11/07/16	Robert R. Kane	Begin drafting Reply to Takigiku's Response in Opposition to Plaintiff's Motion to Tax Costs; included legal research and analysis of legal authority cited in Takigiku's Response, as well as additional legal research and analysis of case law in the Southern District of Florida to counter same in support of Charleston's Reply Brief.	3.40	1343.00
11/08/16	Glenn E. Goldstein	Written Motions and Submissions review and provide comments to draft of affidavit of Van Vleet in support of Charleston's motion to tax costs, review motion and response, and confer with Bobby Kane regarding same; review Charleston's certificate of interested persons filed in the 11th circuit	0.90	630.00
11/08/16	Robert R. Kane	Revisions and edits to draft affidavit of Dan Van Vleet in support of Charleston's Motion for Award of Non-taxable costs and expenses (0.7); communications with D. Van Vleet, B. Berry, G. Goldstein and G. Scott re same (0.3); Communications with D. Van Vleet re same (0.4).	1.40	553.00
11/08/16	Lindsay L. MacDonald	Prepare draft of Affidavit of Van Vleet in support of Motion for Award of Non-Taxable Costs.	1.40	378.00
11/09/16	Glenn E. Goldstein	Written Motions and Submissions review and provide comments to revised draft of affidavit of Van Vleet in support of Charleston's motion to tax costs, further review of motion and response, and confer with Bobby Kane regarding same	0.60	420.00
11/09/16	Phillip H. Hutchinson	Draft reply brief as to costs	6.00	3570.00
11/09/16	Lindsay L. MacDonald	Review and revise Reply in Support of Motion to Tax Costs.	2.60	702.00
11/10/16	Glenn E. Goldstein	Written Motions and Submissions review Charleston's unopposed motion for extension to file its reply in support of its motion to tax costs and order entered by the court thereon	0.20	140.00

11/10/16	Robert R. Kane	Drafted Unopposed Motion for Enlargement of Time to File Reply in Support of Charleston's Motion to Tax Costs (0.4); Communication with C. Bridgmon re same and also discussed status of Takigiku/SIDIS discussions (0.3).	0.70	276.50
11/10/16	Robert R. Kane	E-mail to D. Van Vleet attaching proposed draft affidavit; follow-up call re same.	0.30	118.50
11/10/16	Lindsay L. MacDonald	Review and revise Motion for Award of Non-Taxable Costs based on Affidavit of Van Vleet. Prepare affidavit in support of Reply in support of Motion to Tax Costs.	1.80	486.00
11/10/16	Jennifer Thomson	Review and analysis of internal costs in connection with Charleston's Verified Motion for Award of Non-Taxable Costs and Expenses;	1.20	312.00
11/11/16	Glenn E. Goldstein	Written Motions and Submissions review Charleston's final to-be-filed version of its motion for award of non-taxable costs and expenses with exhibits	0.40	280.00
11/11/16	Lindsay L. MacDonald	Finalize Motion for Award of Non-Taxable Costs in preparation for filing same.	0.40	108.00
11/14/16	Glenn E. Goldstein	Review and provide comments to draft of reply in support of its motion to tax costs before filing	0.60	420.00
11/14/16	Jennifer Thomson	Preparation of exhibits and filing and service Charleston's Reply in Support of its Motion to Tax Costs.	3.10	806.00
11/14/16	Lauren R. Whetstone	Strategy re: reply in response to motion to tax costs; review and revise draft reply to response to motion to tax costs;	1.30	520.00
11/16/16	Robert R. Kane	Communication with C. Bridgmon re Takigiku's Motion to Seal and request for enlargement of time to file initial appellate brief, also discussed status of settlement negotiations (0.25); Communications with G. Scott summarizing same (0.25).	0.50	197.50
11/17/16	Glenn E. Goldstein	Written Motions and Submissions; follow-up review of Charleston's pending motions to tax costs and related briefs in the trial court	0.60	420.00
11/17/16	Robert R. Kane	Attended settlement conference call with B. Berry, G. Scott, T. Hornbach and C. Bridgmon (0.5); Subsequent call with C. Bridgmon re potential resolution of Takigiku's claim (0.3); Strategy call with B. Berry and G. Scott re same (0.3).	1.10	434.50
11/18/16	Glenn E. Goldstein	Review and provide comments to multiple drafts of bullet points for global settlement proposal, review several emails from attorney Scott and Bridget Berry regarding same.	0.50	350.00
11/21/16	Glenn E. Goldstein	Further review of bullet points for global settlement proposal, review select documents and prior email correspondence with SIDIS' and Takigiku's counsel, and review attorney Long's 11/21 email response regarding same	0.40	280.00
11/22/16	Robert R. Kane	Attention to settlement e-mails between B. Berry, T. Hornbach and J. Long, as well as communications with B. Berry and G. Scott. Review and analysis of R. Takigiku deposition transcript to assist with settlement discussions re Takigiku's admissions on SIDIS ownership of Charleston.	0.50	197.50

11/28/16	Bridget A. Berry	Analyze order on costs; email to G. Scott re: order and recommendations; review responses.	1.50	975.00
11/28/16	Glenn E. Goldstein	Written Motions and Submissions review and analyze Magistrate Judge's report and recommendation on Charleston's motion to tax costs, review select portions of record and select case law cited therein	0.60	420.00
11/28/16	Robert R. Kane	Communications with G. Scott re Charleston's Motion for Non-Taxable Costs.	0.20	79.00
11/29/16	Glenn E. Goldstein	Review settlement response from SIDIS' counsel	0.20	140.00
		Total Time:	37.20	
		Total Fees:		$17,418.50

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
11/03/16	Search Criteria: (None); Document Type: Pacer Research Charges for November 2016	$	0.30
11/04/16	WestlawNext Research by HUTCHINSON,PHILLIP H.	$	125.60
11/07/16	Search Criteria: (None); Document Type: Pacer Research Charges for November 2016	$	1.10
11/08/16	Search Criteria: (None); Document Type: Pacer Research Charges for November 2016	$	1.90
11/10/16	Search Criteria: (None); Document Type: Pacer Research Charges for November 2016	$	21.80
11/14/16	Search Criteria: (None); Document Type: Pacer Research Charges for November 2016	$	0.50
11/14/16	Search Criteria: (None); Document Type: Pacer Research Charges for November 2016	$	1.60
11/14/16	Search Criteria: (None); Document Type: Pacer Research Charges for November 2016	$	3.10
11/14/16	Search Criteria: (None); Document Type: Pacer Research Charges for November 2016	$	0.50
11/14/16	WestlawNext Research by KANE III,ROBERT R.	$	700.20
11/22/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008308 DATE: 11/22/2016 To be served on: Records Custodian Prime DP, LLC do Ray Takigiku, as its Registered Agent	$	163.40
11/22/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008063 DATE: 11/22/2016 To be served on: Margaret M. Van Gilse	$	236.40
11/22/16	VENDOR: Rock Legal Services&Investigation - ACH INVOICE#: ROC-2016008061 DATE: 11/22/2016 To be served on: Records Custodian Bexion Pharmaceuticals, LLC do Ray Takigiku, as Registered Agent	$	236.12
11/29/16	Search Criteria: (None); Document Type: Pacer Research Charges for November 2016	$	0.60
	Total Expenses:	$	1,493.12

GT GreenbergTraurig

Invoice No.: 4486096
File No. : 155480.010200
Bill Date : May 1, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through December 31, 2016:

	$	32,111.50
Less Courtesy Discount:	$	(4,816.72)
Total Fees:	$	27,294.78
Current Invoice:	$	27,294.78

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 43

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
12/01/16	Glenn E. Goldstein	Written Motions and Submissions review Takigiku's response to Charleston's motion for non-taxable costs	0.40	280.00
12/01/16	Robert R. Kane	Review and analysis of Takigiku's response in opposition to Charleston motion for an award of non-taxable costs which included legal research and analysis of legal authority and facts cited in Takigiku's Response, as well as additional legal research and analysis of case law to counter same in preparation for drafting Charleston's Reply Brief.	0.90	355.50
12/02/16	Glenn E. Goldstein	Review initial brief of Takigiku in the 11th circuit appeal	1.30	910.00
12/02/16	Robert R. Kane	Began drafting Charleston's Reply Brief in response to Takigiku's response in opposition to Charleston's motion for an award of non-taxable costs (2.2); communication with D. Van Vleet re Takigiku's response and to discuss invoices and expenses related to the deposition, as well as his affidavit (0.3).	2.50	987.50
12/05/16	Bridget A. Berry	Confer with G. Scott and telephone conference with G. Scott and C. Bridgmon re: settlement; receive and respond to email from C. Bridgmon re: his call with Takigiku; confer with R. Kane re: reply to response to Motion for Non-Taxable costs and follow up with G. Scott.	1.40	910.00
12/05/16	Glenn E. Goldstein	Further review of initial brief of Takigiku filed in the 11th circuit appellate proceeding	0.90	630.00
12/05/16	Robert R. Kane	Communication with C. Bridgmon re extension on Charleston's reply in support of its Motion for an award of non-taxable costs; drafted unopposed motion for enlargement of time to file reply in support of motion for non-taxable costs; also drafted proposed order.	0.50	197.50
12/06/16	Bridget A. Berry	Confer with G. Goldstein re: appeal and settlement status; confer with G. Scott re: strategy	0.30	195.00
12/06/16	Glenn E. Goldstein	Review settlement status and strategy issues with Bridget Berry, review prior correspondence exchanged with Takigiku's counsel regarding same	0.30	210.00
12/07/16	Bridget A. Berry	Confer with client; participate in conference call with opposing counsel re:settlement; strategy conference with client;draft correspondence to opposing counsel.	2.00	1300.00
12/07/16	Glenn E. Goldstein	Written Motions and Submissions review Charleston's motion for extension of time to file reply in support of its motion for non-taxable costs and order entered thereon; review multiple drafts of proposed settlement email to Takigiku's counsel	0.40	280.00

12/07/16	Robert R. Kane	Settlement conference call with B. Berry, G. Scott and C. Bridgmon; subsequent strategy conference with B. Berry and G. Scott re settlement posture (0.9); prepared Motion for Enlargement and Proposed Order for filing, receipt and review of Order and advised G. Scott of same (0.3).	1.20	474.00
12/08/16	Bridget A. Berry	Confer with opposing counsel re: settlement; confer with client; analysis re: upcoming deadlines.	0.70	455.00
12/08/16	Glenn E. Goldstein	Further review of settlement issues with Takigiku, review select portions of summary judgment and email correspondence with Takigiku's counsel and attorney Scott regarding same	0.40	280.00
12/09/16	Bridget A. Berry	Confer with GT team re: settlement, status (offers/counteroffers) and likelihood of settlement.	0.30	195.00
12/09/16	Glenn E. Goldstein	Review updated status and issues with Bridget Berry regarding settlement negotiations with Takigiku	0.20	140.00
12/12/16	Bridget A. Berry	Draft reply to counteroffer; confer with G. Scott and revise/finalize reply to counteroffer; email reply to counteroffer to opposing counsel; follow up on deadlines.	1.60	1040.00
12/13/16	Bridget A. Berry	Prepare for conference call; conference with C. Bridgmon and G. Scott re: settlement; analysis, drafting and revisions re: Takigiku Statement; draft email to opposing counsel; edit email.	2.20	1430.00
12/13/16	Glenn E. Goldstein	Review status of settlement negotiations with Takigiku, review latest email counterproposal by Charleston regarding same; further review of select portions of initial brief of Takigiku filed in the 11th circuit appellate proceeding	0.90	630.00
12/14/16	Bridget A. Berry	Revise and send final email to opposing counsel re: settlement; send email to opposing counsel requesting extension to reply to Takigiku response to non-taxable cost motion; review response from C. Bridgmon and confer with G. Scott and C. Bridgmon re: same; review and revise motion for extension.	2.20	1430.00
12/14/16	Glenn E. Goldstein	Further review of settlement status issues, review further correspondence exchanged with Takigiku's counsel, and review select portions of Takigiku's initial brief regarding same	0.60	420.00
12/14/16	Robert R. Kane	Finalized Motion for Enlargement of Time to File Reply in Support of Non-Taxable Expert Costs, as well as Proposed Order.	0.30	118.50
12/14/16	Jennifer Thomson	Prepare DRAFT Second Unopposed Motion for Enlargement of Time to File Reply to Defendant's Response in Opposition to Plaintiff's Verified Motion for Award of Non-Taxable Costs and Expenses and proposed order re: same.	0.80	208.00
12/15/16	Bridget A. Berry	Draft Margaret Van Gilse Affidavit; draft R. Takigiku Affidavit; receive order granting extension on cost reply; confer with G. Scott and revise affidavits; draft email to C. Bridgmon re: affidavits	1.70	1105.00
12/15/16	Robert R. Kane	Receipt and review of Order on Second Motion for Enlargement and communication w G. Scott re same.	0.20	79.00

12/16/16	Bridget A. Berry	Conference with G. Scott and C. Bridgmon re: settlement.	0.80	520.00
12/16/16	Glenn E. Goldstein	Review court's final order on Charleston's motion to tax costs, review portion of Magistrate Judge's report and recommendation regarding same	0.30	210.00
12/16/16	Robert R. Kane	Continued drafting Charleston's Reply Brief in response to Takigiku's response in opposition to Charleston's motion for an award of non-taxable costs.	2.60	1027.00
12/19/16	Bridget A. Berry	Multiple communications with G. Scott re: settlement, multiple communications with opposing counsel re: settlement; analyze Takigiku counter offer; confer with H. Keating re: appeal response brief and strategy relating to extension, as well as mediation requirements.	2.60	1690.00
12/19/16	Glenn E. Goldstein	Review amended final order entered on Charleston's motion to tax costs; review latest exchange of emails with Takigiku's counsel and drafts of affidavits regarding proposed settlement, review issues regarding same	0.70	490.00
12/19/16	Robert R. Kane	Receipt and review of Order on Charleston's Motion to Tax Costs and communication with G. Scott re same.	0.30	118.50
12/20/16	Bridget A. Berry	Draft email documenting Charleston's three options in response to Dr. Takigiku's 12/19 counteroffer; prepare for call with C. Bridgmon and G. Scott; telephone conference with C. Bridgmon and G. Scott; status report to GT team.	1.60	1040.00
12/20/16	Glenn E. Goldstein	Review draft of revised settlement proposal to Takigiku before service of same, review response email correspondence from Takigiku's counsel, and issues regarding same	0.60	420.00
12/21/16	Bridget A. Berry	Communications with G. Scott and C. Bridgmon re: Settlement; begin drafting settlement agreement; analysis re: pending matters and deadlines; multiple communications with G. Scott re: settlement and terms of settlement agreement; email to C. Bridgmon re: extensions pending settlement documentation	2.00	1300.00
12/21/16	Kelly A. Terribile	Messages regarding settlement discussions; message regarding settlement of costs motions and appeal.	0.10	72.00
12/22/16	Bridget A. Berry	Communications with G. Scott and continue drafting of settlement documents;	1.00	650.00
12/22/16	Glenn E. Goldstein	Review emails and documents regarding status and issues related to settlement; review Charleston's unopposed motion for extension to file reply brief in support of its motion for non-taxable costs and order entered thereon	0.50	350.00
12/26/16	Bridget A. Berry	Draft settlement agreement.	2.30	1495.00
12/27/16	Bridget A. Berry	Continue drafting settlement agreement; confer with G. Scott re: various issues, including liquidated damages, summary judgment order, final judgment and Wilson Sonsini provisions; confer with GT team re: area-specific comments to settlement agreement.	3.80	2470.00

12/27/16	Glenn E. Goldstein	Review drafts of settlement agreement between Charleston and Takigiku, review emails exchanged with attorney Scott and issues regarding same	0.80	560.00
12/28/16	Bridget A. Berry	Continue drafting settlement agreement; confer with G. Scott re: various issues.	1.40	910.00
12/28/16	Glenn E. Goldstein	Further review of latest draft of settlement agreement between Charleston and Takigiku	0.70	490.00
12/28/16	Robert R. Kane	Legal research and analysis of Florida and Delaware law on enforceability of liquidated damages clause in settlement agreement; drafted brief memo summarizing research and recommendation; revisions and edits to liquidated damages clause based on research and recommendation.	1.30	513.50
12/29/16	Bridget A. Berry	Receive and review changes proposed by Wilson Sonsini; analysis re: liquidated damages provision; incorporate multiple modifications into settlement agreement and multiple communications with G. Scott re: same; draft email to opposing counsel with draft agreement	3.20	2080.00
12/29/16	Glenn E. Goldstein	Review and comment on revised drafts of settlement agreement with Takigiku, including revisions made by Wilson Sonsini and attorney Scott	0.60	420.00
12/29/16	Robert R. Kane	Final review, analysis and revisions to settlement agreement and release; communications with G. Scott re same; strategy with B. Berry re same.	0.90	355.50
12/30/16	Bridget A. Berry	Multiple communications with opposing counsel re: settlement agreement and mediation;	0.60	390.00
12/30/16	Glenn E. Goldstein	Review status and issues regarding settlement with Takigiku, review emails exchanged with attorney Long, and further review of draft settlement agreement regarding same	0.40	280.00
		Total Time:	53.30	
		Total Fees:		$32,111.50

GT GreenbergTraurig

Invoice No.: 4486110
File No. : 155480.010200
Bill Date : May 1, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through January 31, 2017:

		$	14,504.50
Less Courtesy Discount:		$	(2,175.67)
Total Fees:		$	12,328.83

Expenses:

Information and Research	26.70		
Total Expenses:		$	26.70
Current Invoice:		$	**12,355.53**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 44

PL-0026728

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
01/03/17	Glenn E. Goldstein	Review emails exchanged with Takigiku regarding status of settlement negotiations, further review of latest draft of settlement agreement regarding same	0.40	290.00
01/04/17	Glenn E. Goldstein	Review emails from co-counsel, opposing counsel and client, and latest draft of settlement documents regarding settlement status, and upcoming appellate mediation	0.40	290.00
01/04/17	Robert R. Kane	Drafted Motion to Abate or Stay Charleston's Post-Judgment Motions to allow the parties to document/execute settlement agreement (0.9); Drafted proposed order in accordance with local rules (0.3).	1.20	510.00
01/05/17	Glenn E. Goldstein	Review emails from co-counsel and client, and documents regarding settlement status, outstanding issues and appellate mediation	0.40	290.00
01/05/17	Jennifer Thomson	Prepare materials for use concerning telephonic mediation conference.	0.30	84.00
01/06/17	Bridget A. Berry	Revise motion to stay or abate re: reply to response to motion for untaxable costs; confer with opposing counsel re: motion.	0.80	552.00
01/06/17	Glenn E. Goldstein	Review unopposed motion and order extending stay on briefing of post-judgment motions; review emails from clients, opposing counsel and co-counsel regarding settlement status and issues	0.40	290.00
01/06/17	Robert R. Kane	Receipt and review of order on Charleston's Motion to Stay Post-Judgment Motions; communication with G. Scott re same.	0.20	85.00
01/09/17	Glenn E. Goldstein	Review and provide comments to revised draft of settlement agreement provided by attorney Bridgmon, review emails from attorney Scott and co-counsel, and review prior draft regarding same	0.80	580.00
01/09/17	Kelly A. Terribile	Messages regarding draft settlement agreement; message regarding G. Scott comments; message regarding revised settlement agreement; message regarding Wilson Sonsini comments to settlement agreement; messages regarding other comments to settlement agreement; message regarding motion to stay appeal filings and Takigiku comments to settlement agreement.	0.40	312.00
01/11/17	Glenn E. Goldstein	Further review of pending settlement issues with Takigiku, review draft email to opposing counsel, review last draft of settlement agreement, and review emails from co-counsel and attorney Scott regarding same	0.60	435.00
01/12/17	Bridget A. Berry	Participate in telephone conference with A. Reeves and G. Vance re: Kentucky actions and settlement with Takigiku.	0.50	345.00
01/12/17	Glenn E. Goldstein	Review further revised draft of settlement agreement, and emails with attorney Scott and co-counsel regarding same	0.50	362.50
01/12/17	Kelly A. Terribile	Messages regarding revised settlement agreement.	0.10	78.00

01/13/17	Bridget A. Berry	Analysis re; modifications to settlement agreement; multiple revisions to settlement agreement; prepare for and participate in mediation conference; continue drafting/revising settlement agreement; communications with client; communications with opposing counsel.	6.50	4485.00
01/13/17	Glenn E. Goldstein	Review multiple revised drafts of settlement agreement with Takigiku, proposed drafts of emails to opposing counsel and emails from attorney Scott and co-counsel regarding same	0.70	507.50
01/13/17	Kelly A. Terribile	Messages regarding draft settlement agreement; review and revise same; messages regarding same; message regarding B. Berry comments to same; review and revise draft settlement agreement regarding same; message to G. Scott regarding revised settlement agreement; message regarding scope of releases; message regarding proposed email to Takigiku's counsel; phone conference B. Berry regarding DE jurisdiction and service provisions for DE choice of law; messnge regarding sample provision; messages regarding timing of execution of settlement agreement and dismissal; phone conference B. Berry and G. Scott regarding further revised settlement agreement; message regarding proposed cover message to Takigiku's counsel attaching settlement agreement.	2.60	2028.00
01/16/17	Bridget A. Berry	Communications with G. Scott; communications with opposing counsel and follow up re: finalizing settlement.	1.00	690.00
01/16/17	M. Hope Keating	Review and provide comment pertaining to status report to magistrate judge; review correspondence to opposing counsel regarding status of settlement.	0.30	193.50
01/17/17	Robert R. Kane	Drafted status report on outcome of appellate mediation per 1/6/17 order; communication with GT team and client re same.	0.40	170.00
01/17/17	Jennifer Thomson	Prepare/finalize Plaintiff's Status Report for filing and service.	0.10	28.00
01/18/17	Kelly A. Terribile	Messages regarding settlement agreement signed by Takigiku.	0.10	78.00
01/19/17	Lindsay L. MacDonald	Review and analyze Settlement Agreement to ensure accuracy of Agreement signed by Takigiku.	1.60	504.00
01/19/17	Kelly A. Terribile	Messages regarding Takigiku settlement agreement.	0.10	78.00
01/19/17	Jennifer Thomson	Assist with final Review of settlement documents signed by Takigikuand attachments.	1.70	476.00
01/23/17	Kelly A. Terribile	Message regarding differences between signed Settlement Agreement and previous comments; message regarding wiring of settlement funds.	0.10	78.00
01/24/17	Robert R. Kane	Drafted Notice of Mootness of Charleston's Motion for an Award of Nontaxable Costs pursuant to court order dated 1/18/17 (0.4); drafted proposed order (0.2).	0.60	255.00
01/27/17	Glenn E. Goldstein	Written Motions and Submissions review and approve draft of Charleston's notice of mootness before filing, exchange emails with co-counsel regarding same	0.30	217.50

01/27/17	Robert R. Kane	Communication with G. Scott re Charleston's Notice of Mootness of Charleston's Motion for Non-Taxable Costs; also confirmed parties filed Joint Notice of Appeal in the 11th Circuit; finalized Notice of Mootness and Proposed Order for filing.	0.30	127.50
01/30/17	Robert R. Kane	Receipt and review of Order mooting Charleston's Motion for Award of Non-Taxable Costs; e-mail to G. Scott re same.	0.20	85.00
		Total Time:	23.60	
		Total Fees:		$14,504.50

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
01/05/17	WestlawNext Research by KANE III,ROBERT R.	$	26.70
	Total Expenses:	$	26.70

GT GreenbergTraurig

Invoice No.: 4500709
File No. : 155480.010200
Bill Date : June 19, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through February 28, 2017:

		$	3,556.50
	Less Courtesy Discount:	$	(533.47)
	Total Fees:	$	3,023.03

Expenses:

Information and Research	173.50		
	Total Expenses:	$	173.50
	Current Invoice:	$	**3,196.53**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 45

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
01/09/17	Bridget A. Berry	Review C. Bridgmon email and red line draft of Mutual Settlement Agreement and Release, email to G. Scott and confer with G. Scott re: same; analysis of changes between Charleston proposal on 12/29 and Takigiku response on 1/8; review edits by G. Scott; provide status update to G. Vance.	1.80	1242.00
01/17/17	Bridget A. Berry	Confer with R. Kane re: status report due in Southern District Court; e-mail to and from C. Bridgmon re: status of execution by Takigiku; email to H. Keating and G. Scott outlining wording of proposed status report; follow up; revise status report.	1.00	690.00
01/18/17	Bridget A. Berry	Review Takigiku executed settlement agreement and follow up with G. Scott re: comparing to approved version and re: CHAA; follow up with C. Bridgmon re: CHAA.	0.70	483.00
01/19/17	Bridget A. Berry	Email to G. Scott re: settlement agreement executed by Takigiku	0.10	69.00
01/24/17	Bridget A. Berry	Review notice of mootness.	0.10	69.00
01/25/17	Bridget A. Berry	Review final fully executed documents; transmit to C. Bridgmon; follow up re: court filings.	0.30	207.00
01/26/17	Robert R. Kane	Communications with G. Scott re privileged Womble documents and Charleston's privilege log (0.3); Compilation of privileged documents to send to G. Scott (0.5).	0.80	340.00
01/30/17	Bridget A. Berry	Review order denying as moot motion for award of nontaxable costs and correspondence to client.	0.10	69.00
02/02/17	Robert R. Kane	Communications with J. Long and C. Bridgmon re Satisfaction of Taxable Cost Award and subsequent conferral re joint motion to side aside cost award; strategy with G. Goldstein re same.	0.40	170.00
02/06/17	Glenn F. Goldstein	Review issues with Bobby Kane regarding resolving fee award in light of settlement, review pending order and local rules regarding same	0.30	217.50
		Total Time:	5.60	
		Total Fees:		$3,556.50

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
06/16/16	Lexis Charges: 06/16/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	118.50
06/16/16	Lexis Charges: 06/16/16 LEXIS ADVANCE Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	5.00
06/17/16	Lexis Charges: 06/17/16 LEXIS LEGAL SERVICES Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	39.50
06/17/16	Lexis Charges: 06/17/16 LEXIS ADVANCE Requested by MACDONALD, LINDSAY Ref: 155480.010200	$	10.50
	Total Expenses:	$	173.50

GT GreenbergTraurig

Invoice No.: 4500710
File No. : 155480.010200
Bill Date : June 19, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through April 30, 2017:

		$	2,236.00
Less Courtesy Discount:		$	(335.40)
Total Fees:		$	1,900.60

Expenses:

Information and Research	3.20		
Total Expenses:		$	3.20
Current Invoice:		**$**	**1,903.80**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 46

PL-0026736

ROA-1728

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
04/21/17	Jennifer Thomson	Per client request, begin compiling documents and emails comprising "Ray Case Files".	2.40	672.00
04/24/17	Jason Temple	Work with Jennifer Thomson to discuss the export of specific client documents from FileSite. The documents were to be exported and sent to the client for review.	0.40	80.00
04/25/17	Jennifer Thomson	Per client request, continue compiling documents and emails comprising "Ray Case Files".	1.80	504.00
04/26/17	Jason Temple	Per the request of Jennifer Thomson assist in working with the File Site team to export documents from File Site and transfer the documents to the legal team for review and to be sent to the client.	0.70	140.00
04/27/17	Jennifer Thomson	Per client request, continue compiling documents and emails comprising "Ray Case Files".	3.00	840.00
		Total Time:	8.30	
		Total Fees:		$2,236.00

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
02/15/17	Search Criteria: (None); Document Type: Pacer Research Charges for February 2017	$	3.20
	Total Expenses:	$	3.20

GT GreenbergTraurig

Invoice No.: 4522256
File No. : 155480.010200
Bill Date : June 19, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through May 31, 2017:

	$	1,232.00
Less Courtesy Discount:	$	(184.80)
Total Fees:	$	1,047.20

Expenses:

UPS Charges	12.37		
Total Expenses:		$	12.37
Current Invoice:		$	**1,059.57**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 47

PL-0026739

Invoice No.: 4522256
Re: Dr. Raymond Takigiku
Matter No.: 155480.010200

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
05/01/17	Jennifer Thomson	Per client request, finalize documents and emails comprising Ray Case Files.	4.40	1232.00
		Total Time:	4.40	
		Total Fees:		$1,232.00

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
05/05/17	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 000513173 22 DATE: 5/13/2017 Trk'ing No. 1ZE0W1690195749741 / Next Day Air Residential from Greenberg Traurig - West Palm Beach Jennifer Thomson to George A. Scott, Jr., Jd, Mba on 5/5/2017 - 155480.010200	$	12.37
	Total Expenses:	$	12.37

GT GreenbergTraurig

Invoice No.: 4524289
File No. : 155480.010200
Bill Date : June 21, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Expenses:

Professional & Legal	615.00		
	Total Expenses:	$	615.00
	Other Credits Applied:	$	(0.10)
	Current Invoice:	$	**614.90**
	Previous Balance (see attached statement):	$	6,159.90
	Total Amount Due:	$	**6,774.80**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 48

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
02/05/16	VENDOR: JAMS Inc - ACH INVOICE#: 0003658762-460 DATE: 2/5/2016 Ref 1460002660 - Re: Charleston Laboratories Inc. vs. Takigiku, Raymond Dr.	$	2,775.00
10/08/16	Cancellation of: VENDOR: Padma Hinrichs, P.A. INVOICE#: 1111 DATE: 6/3/2016 Charleston Labs vs Takigiku Professional services	$	-2,160.00
	Total Expenses:	$	615.00

GT GreenbergTraurig

Invoice No.: 4618210
File No. : 155480.010200
Bill Date : October 27, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through August 31, 2017:

Total Fees:	$	532.00
Current Invoice:	**$**	**532.00**
Previous Balance (see attached statement):	$	614.90
Total Amount Due:	**$**	**1,146.90**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 49

ROA-1736

Invoice No.: 4618210
Re: Dr. Raymond Takigiku
Matter No.: 155480.010200

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
08/02/17	Jason Temple	Per the request of Jennifer Thomson assist in working with Empire Discovery identifying support documents to client for review.	1.40	280.00
08/02/17	Jennifer Thomson	Work with J. Temple to identify and retrieve documents to be provided to client for review.	0.40	112.00
08/08/17	Jennifer Thomson	Telephone call with Litigation Support concerning copy of Relativity database pursuant to client request.	0.30	84.00
08/11/17	Jennifer Thomson	Email to client concerning flash drive containing copy of Relativity database pursuant to request for same.	0.20	56.00
		Total Time:	2.30	
		Total Fees:		$ 532.00

GT GreenbergTraurig

Invoice No. : 4618224
File No. : 155480.010200
Bill Date : October 27, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Legal Services through September 30, 2017:

Total Fees:		$	2,194.00
Expenses:			
UPS Charges	9.89		
Total Expenses:		$	9.89
Current Invoice:		$	2,203.89

DEFENDANT'S EXHIBIT 50

BAB:LMH
Tax ID: 59-1270754

Invoice No.: 4618224
Re: Dr. Raymond Takigiku
Matter No.: 155480.010200

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
09/12/17	Bridget A. Berry	Analysis of local rules and orders relating to unsealing of documents after one year of case closing and procedure relating to maintaining permanent seal; confer with G. Goldstein.	0.80	552.00
09/13/17	Bridget A. Berry	Continue Analysis relating to sealed documents and Administrative Order and procedure relating to disposition of sealed documents after a year from judgment date; communications with G. Scott re: same.	1.00	690.00
09/13/17	Jennifer Thomson	Review Administrative Orders concerning sealed documents in the Southern District of FL; provide copies of sealed documents to client for review in anticipation of Clerk's Notice of Intent to Unseal same pursuant to closure of case.	3.40	952.00
		Total Time:	5.20	
		Total Fees:		$ 2,194.00

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
08/11/17	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00081917326 DATE: 8/19/2017 Trk'ing No. 1ZE0W1691392485429 / Next Day Air Saver Commercial from Greenberg Traurig - West Palm Beach Jennifer Thomson to Charleston Laboratories , Inc. George A. Scott, Jr. on 8/11/2017 - 155480.010200	$	9.89
	Total Expenses:	$	9.89

GT GreenbergTraurig

Invoice No.: 4661753
File No. : 155480.010200
Bill Date : December 7, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Total Fees:		$	0.00
Expenses:			
GT Imaging	445.44		
Service Company Charges	192.79		
UPS Charges	10.34		
Total Expenses:		$	648.57
Current Invoice:		$	648.57

DEFENDANT'S EXHIBIT 51

BAB:LMH
Tax ID: 59-1270754

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
10/31/17	GT Imaging Invoice 20171031-5492-1 Dated 10/31/17 - Re: Charleston_Takigiku (Relativity Hosting)	$	370.44
10/31/17	GT Imaging Invoice 20171031-5492-1 Dated 10/31/17 - Re: Charleston_Takigiku (Relativity User Fees)	$	75.00
10/31/17	VENDOR: Empire Discovery LLC INVOICE#: INV017312 DATE: 10/31/2017 JOB ED017694- EDD; OCR Non-Extractable Text Documents; Media Formatting; Native ESI Processing	$	192.79
10/31/17	VENDOR: United Parcel Service, Inc.(UPS) - ACH INVOICE#: 00110417365 DATE: 11/4/2017 Trk'ing No. 1ZE0W1690199507290 / Next Day Air Commercial from Greenberg Traurig - West Palm Beach Dawn Whitfield to Charleston Laboratories, Inc. George A. Scott, Jr. on 10/31/2017 - 155480.010200	$	10.34
	Total Expenses:	$	648.57

GT GreenbergTraurig

Invoice No.: 4686109
File No. : 155480.010200
Bill Date : January 22, 2018

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Dr. Raymond Takigiku

Total Fees:	$	0.00
Expenses:		
GT Imaging	445.44	
Total Expenses:	$	445.44
Current Invoice:	$	445.44

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 52

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
11/24/17	GT Imaging Invoice 20171124-5492-1 Dated 11/24/17 - Re: Charleston_Takigiku (Relativity Hosting)	$	370.44
11/24/17	GT Imaging Invoice 20171124-5492-1 Dated 11/24/17 - Re: Charleston_Takigiku (Relativity User Fees)	$	75.00
	Total Expenses:	$	445.44

GT GreenbergTraurig

Invoice No.: 4416492
File No. : 155480.010600
Bill Date : May 26, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Takigiku Appeal

Legal Services through October 31, 2016:

		$	803.00
Less Courtesy Discount:		$	(120.45)
Total Fees:		$	682.55

Expenses:

Information and Research	991.80		
Total Expenses:		$	991.80
Current Invoice:		$	**1,674.35**

BAB:LMH
Tax ID: 59-1270754

DEFENDANT'S EXHIBIT 53

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
12/07/16	WestlawNext Research by KEATING,M H.	$	89.10
12/08/16	WestlawNext Research by KEATING,M H.	$	118.80
12/12/16	WestlawNext Research by KEATING,M H.	$	267.30
12/13/16	WestlawNext Research by KEATING,M H.	$	225.60
12/16/16	WestlawNext Research by KEATING,M H.	$	29.70
12/20/16	WestlawNext Research by KANE III,ROBERT R.	$	83.10
12/20/16	WestlawNext Research by KEATING,M H.	$	178.20
	Total Expenses:	$	991.80

GT GreenbergTraurig

Invoice No. : 4416496
File No. : 155480.010600
Bill Date : May 26, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Takigiku Appeal

Legal Services through November 30, 2016:

	$	11,748.50
Less Courtesy Discount:	$	(1,762.27)
Total Fees:	$	9,986.23
Current Invoice:	$	9,986.23

BAB:LMH
Tax ID: 59-1270754

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
11/01/16	M. Hope Keating	Continue review of certificate of interested persons filed in Eleventh Circuit Court of Appeals by appellant.	0.20	119.00
11/07/16	M. Hope Keating	Work on certificate of interested persons to be filed with Eleventh Circuit Court of Appeals.	1.90	1130.50
11/08/16	Bridget A. Berry	Read emails and analyze/respond relating to corporate disclosures.	0.50	325.00
11/08/16	Robert R. Kane	Communications with H. Keating and G. Scott re Charleston's Certificate of Interested Persons to be filed in the 11th Circuit.	0.30	118.50
11/08/16	M. Hope Keating	Communications with George Scott and Bridget Berry regarding Certificate of Interested Persons; revise and file Certificate of Interested Persons with Eleventh Circuit Court of Appeals.	1.10	654.50
11/09/16	M. Hope Keating	Compile and review trial court documents.	1.80	1071.00
11/10/16	M. Hope Keating	Review trial court documents.	7.80	4641.00
11/14/16	M. Hope Keating	Review civil appeals statement and other filings made by appellant with Eleventh Circuit; communications with attorney Bridget Berry regarding civil appeals statement; review Eleventh Circuit mediation order and calendar deadline for mediation statement; email correspondence with Bridget Berry regarding appellate mediation.	0.60	357.00
11/14/16	M. Hope Keating	Review draft of Reply to Motion to Tax Costs; communications with attorney Bridget Berry regarding same; review revisions to document made by Bridget Berry.	0.70	416.50
11/16/16	M. Hope Keating	Communications with legal team regarding appellant's request for extension of time and request to file under seal.	0.20	119.00
11/17/16	M. Hope Keating	Communications with attorney Bridget Berry regarding extension policies of Eleventh Circuit Court of Appeals; review motion for extension of time filed by appellant.	0.30	178.50
11/18/16	M. Hope Keating	Multiple communications with opposing counsel regarding extension request; phone call to Eleventh Circuit Clerk's office; joint phone call to Eleventh Circuit Clerk's office with attorney Charlie Bridgmon to obtain appellant's; receive confirmation of extension for clerk's office; review global settlement proposal.	0.80	476.00
11/29/16	M. Hope Keating	Review trial court documents and record on appeal.	3.60	2142.00
		Total Time:	19.80	
		Total Fees:		$11,748.50

GT GreenbergTraurig

Invoice No.: 4416498
File No. : 155480.010600
Bill Date : May 26, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Takigiku Appeal

Legal Services through December 31, 2016:

		$	42,503.50
Less Courtesy Discount:		$	(6,375.52)
Total Fees:		$	36,127.98

Expenses:

Information and Research	8.90		
Total Expenses:		$	8.90
Current Invoice:		$	**36,136.88**

BAB:LMH
Tax ID: 59-1270754

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
12/01/16	M. Hope Keating	Review Takigiku's motion to seal.	0.20	119.00
12/02/16	M. Hope Keating	Communications with attorney Bridget Berry regarding Takigiku's filing of brief and potential extension.	0.20	119.00
12/02/16	M. Hope Keating	Review initial brief filed by Takigiku; communications with opposing counsel regarding obtaining copy of unredacted brief; email to George Scott.	1.60	952.00
12/05/16	M. Hope Keating	Review trial documents and draft statement of facts for response brief.	7.40	4403.00
12/06/16	Bridget A. Berry	Confer with H. Keating re: appendix; confer with C. Bridgmon re: un-redacted appendix and settlement; confer with G. Scott re: strategy	0.50	325.00
12/06/16	M. Hope Keating	Communications with opposing counsel regarding unredacted appendix to initial brief; obtain and review unredacted appendix; work on response brief.	1.30	773.50
12/07/16	M. Hope Keating	Review trial court documents and work on response brief.	5.00	2975.00
12/08/16	M. Hope Keating	Legal research and drafting of response brief.	6.10	3629.50
12/09/16	Bridget A. Berry	Confer with H. Keating and with G. Scott re: briefing deadlines and extension.	0.30	195.00
12/09/16	M. Hope Keating	Communications with attorney Bridget Berry regarding settlement discussions and potential extension of time for filing response brief.	0.30	178.50
12/12/16	M. Hope Keating	Legal research and drafting of response brief.	6.40	3808.00
12/13/16	M. Hope Keating	Legal research and drafting of response brief.	6.90	4105.50
12/14/16	M. Hope Keating	Legal research and drafting of response brief; review of trial court documents.	3.00	1785.00
12/15/16	M. Hope Keating	Work on response brief.	7.30	4343.50
12/16/16	M. Hope Keating	Review policies regarding mediator's authority to grant extensions; communications with attorney Bridget Berry regarding same.	0.30	178.50
12/16/16	M. Hope Keating	Work on response brief.	5.40	3213.00
12/17/16	M. Hope Keating	Work on response brief.	2.40	1428.00
12/19/16	M. Hope Keating	Review communications pertaining to potential settlement; communications with opposing counsel Charles Bridgmon regarding extension of time to file response brief; phone calls with Bridget Berry regarding extension; work on response brief; prepare confidential mediation statement.	7.50	4462.50
12/20/16	Bridget A. Berry	Review communications between H. Keating and C. Bridgmon; work with H. Keating on drafting of Confidential Mediation Statement; confer with H. Keating re: extension on briefing.	1.50	975.00
12/20/16	M. Hope Keating	Email memorandum to Bridget Berry regarding information needed for completion of mediation statement; phone call with opposing counsel Charles Bridgmon; prepare and file extension request with Eleventh Circuit mediator.	1.40	833.00

12/21/16	M. Hope Keating	Follow up with Eleventh Circuit mediation office regarding extension request; obtain extension of time to file response brief.	0.20	119.00
12/23/16	Bridget A. Berry	Confer with H. Keating re: appeal deadlines.	0.10	65.00
12/23/16	M. Hope Keating	Follow up with attorney Bridget Berry regarding mediation statement.	0.10	59.50
12/27/16	Bridget A. Berry	Review and propose revisions to draft mediation statement; communications with G. Scott re: draft mediation statement	1.00	650.00
12/27/16	M. Hope Keating	Review and edit draft of Settlement Agreements.	0.40	238.00
12/27/16	M. Hope Keating	Work on Confidential Mediation Statement; communications with attorney Bridget Berry regarding same.	0.20	119.00
12/28/16	Bridget A. Berry	Confer with H. Keating; review and propose revisions to draft mediation statement to reflect pending settlement; communications with G. Scott re: draft mediation statement	0.80	520.00
12/28/16	M. Hope Keating	Revisions to confidential mediation statement; finalize confidential mediation statement and exhibits, and send to mediator; send email to opposing counsel with mediation participant information; communications from opposing counsel Jeff Long regarding participant information.	1.10	654.50
12/29/16	Bridget A. Berry	Confer with H. Keating re: C. Bridgmon effort to obtain agreement to postpone mediation; confer with G. Scott; and follow up; review communications between H. Keating/C. Bridgmon re: same.	0.50	325.00
12/29/16	M. Hope Keating	Review draft of settlement agreement; revisions to draft of settlement agreement.	0.40	238.00
12/29/16	M. Hope Keating	Phone calls from opposing counsel Jeff Long regarding his desire to jointly postpone mediation; phone call and email communications with Bridget Berry regarding same; phone call to Jeff Long.	0.60	357.00
12/30/16	M. Hope Keating	Communications from Jeff Long regarding mediation; email from mediator acknowledging receipt of confidential mediation statement; phone call with Bridget Berry regarding draft of settlement agreement; email to mediator transmitting draft of settlement agreement.	0.60	357.00
		Total Time:	71.00	
		Total Fees:		$42,503.50

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
01/05/17	Search Criteria: (None); Document Type: Pacer Research Charges for January 2017	$	8.90
	Total Expenses:	$	8.90

GT GreenbergTraurig

Invoice No.: 4500635
File No. : 155480.010600
Bill Date : May 30, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Takigiku Appeal

Legal Services through May 30, 2017:

	$	13,012.50
Less Courtesy Discount:	$	(1,951.87)
Total Fees:	$	11,060.63

Expenses:

Information and Research	29.70		
Total Expenses:		$	29.70
Current Invoice:		**$**	**11,090.33**

BAB:LMH
Tax ID: 59-1270754

Description of Professional Services Rendered:

DATE	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
01/03/17	Bridget A. Berry	Draft status update to G. Scott and follow up communications with G. Scott and H. Keating re: mediation and settlement; email to opposing counsel re: mediation and status.	0.50	345.00
01/03/17	M. Hope Keating	E-mail communications with mediator.	0.10	64.50
01/03/17	M. Hope Keating	Email communications with Bridget Berry and George Scott regarding status of settlement and mediation.	0.30	193.50
01/04/17	Bridget A. Berry	Direct R. Kane re: status of appeal and outline motion to stay or abate the motion for non-taxable costs based on potential settlement of appeal; confer with G. Scott re: status.	0.40	276.00
01/04/17	M. Hope Keating	Phone call from Bridget Berry regarding potential postponement of mediation; multiple communications with Bridget Berry and George Scott regarding status of settlement agreement.	0.30	193.50
01/05/17	Bridget A. Berry	Prepare for and attend mediation.	4.00	2760.00
01/05/17	M. Hope Keating	Communications regarding proposed settlement; preparation for mediation; pre-mediation phone call with George Scott and Bridget Berry; participate in Eleventh Circuit mediation.	3.40	2193.00
01/06/17	M. Hope Keating	Review mediation extension requirements; communications with George Scott and Bridget Berry regarding status of brief and potential extensions and deadlines; review issues pertaining to post-judgment motions.	0.60	387.00
01/09/17	M. Hope Keating	Review revisions to settlement agreement made by opposing counsel.	0.40	258.00
01/10/17	Bridget A. Berry	Confer with H. Keating re: settlement.	0.10	69.00
01/10/17	M. Hope Keating	Review and notation of draft of settlement agreement.	0.60	387.00
01/11/17	Bridget A. Berry	Confer with H. Keating, G. Scott, and G. Vance re: status and settlement.	0.50	345.00
01/11/17	M. Hope Keating	Communications among legal team regarding revisions to settlement agreement and proposed correspondence to opposing counsel.	0.20	129.00
01/12/17	M. Hope Keating	Review draft of black-lined mutual settlement agreement.	0.40	258.00
01/12/17	M. Hope Keating	Communications with Bridget Berry regarding upcoming mediation.	0.20	129.00
01/13/17	M. Hope Keating	Review redlined drafts of settlement agreement; communications with attorney Bridget Berry regarding mediation; participate in Eleventh circuit mediation communications with Andrea Doneff, mediator, regarding post-settlement dismissal procedures; review procedures; review additional changes to settlement agreement made by opposing counsel.	2.30	1483.50
01/17/17	Bridget A. Berry	Analysis re: requirements for dismissal of appeal.	0.10	69.00

Description of Professional Services Rendered

01/17/17	M. Hope Keating	Communications with legal team regarding status of settlement.	0.10	64.50
01/17/17	M. Hope Keating	Communications with legal team regarding status report due in district court; review draft of status report.	0.40	258.00
01/18/17	M. Hope Keating	Receive and review executed copy of settlement document.	0.20	129.00
01/24/17	Bridget A. Berry	Confer with H. Keating re: dismissal of appeal	0.20	138.00
01/24/17	M. Hope Keating	Communications with legal team regarding status of settlement.	0.10	64.50
01/24/17	M. Hope Keating	Review draft of notice of mootness of Charleston's motion for non-taxable costs; communications with attorney Robert Kane regarding same.	0.20	129.00
01/25/17	Bridget A. Berry	Review communications between J. Long and H. Keating; follow up with H. Keating; review and revise proposed Joint Motion for Voluntary Dismissal; review correspondence between H. Keating and C. Bridgmon; confer with H. Keating re: filing Motion.	1.00	690.00
01/25/17	M. Hope Keating	Communications with trial team regarding settlement; communications with Jeff Long and Charles Bridgmon regarding dismissal of appeal; review draft of dismissal sent by Jeff Long; draft joint motion for dismissal; circulate draft of motion.	2.40	1548.00
01/26/17	M. Hope Keating	File and serve joint motion to dismiss appeal with prejudice.	0.40	258.00
01/27/17	M. Hope Keating	Receive and circulate order dismissing appeal; communications with George Scott regarding same.	0.20	129.00
01/27/17	M. Hope Keating	Communications with legal team regarding notice of mootness of motion for costs.	0.10	64.50
		Total Time:	19.70	
		Total Fees:		$13,012.50

GT GreenbergTraurig

Invoice No.: 4661754
File No. : 155480.010600
Bill Date : December 7, 2017

Charleston Laboratories, Inc.
1001 N US Highway 1, Suite 500
Jupiter, FL 33477

Attn: George Scott
Chief Legal Officer and General Counsel

INVOICE

Re: Takigiku Appeal

Expenses:

Federal Express Charges	213.42		
Total Expenses:		$	213.42
Current Invoice:		**$**	**213.42**

BAB:LMH
Tax ID: 59-1270754

Invoice No.: 4661754
Re: Takigiku Appeal
Matter No.: 155480.010600

Description of Expenses Billed:

DATE	DESCRIPTION		AMOUNT
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770552477281 GTNVA(Mark Wishner)>Bradley Foster	$	15.66
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770553068179 GTNVA(Mark Wishner)>James LaGrossa, Trustee	$	19.31
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770553125753 GTNVA(Mark Wishner)>Mark A Romney	$	13.19
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770553191228 GTNVA(Mark Wishner)>Terry Rooney, Trustee	$	13.19
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770553264775 GTNVA(Mark Wishner>Steven Borgardt, Trustee	$	19.31
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770553319271 GTNVA(Mark Wishner)>Paige R. Dubreville	$	19.31
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770553570838 GTNVA(Mark Wisner)>Jacqueline Lindenbaum	$	13.19
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770553732968 GTNVA(Mark Wishner)>Lauren Smith	$	10.17
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770553804776 GTNVA(Mark Wishner)>Stephen Schwartz	$	10.17
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770553881958 GTNVA(Mark Wishner)>Eric Bland	$	10.17
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770554028712 GTNVA(Mark Wishner)>Krishna Nathan	$	10.17
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770554226586 GTNVA(Mark Wishner)>Edward Gutman	$	24.17
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770554365152 GTNVA(Mark Wishner)>Stephen Sadove	$	13.19
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges; Tracking No. 770554666536 GTNVA(Mark Wishner)>Steven Boyce	$	11.91
10/30/17	VENDOR: FedEx - ACH INVOICE#: 5-976-70414 DATE: 10/30/2017 Acct No. 2302-6811-8 - Transportation Charges for Northern Virginia, Recipient: Mark Wishner	$	10.31
	Total Expenses:	$	213.42

To: Knoll, Karl[KKnoll@wcsr.com]
From: Paul Bosse
Sent: Tue 7/10/2012 5:57:03 PM
Subject: NQSA and Bonus Stock
Charleston - Antonsson BSAA.pdf
leston - Conger NQSO.pdf
Charleston Laboratories, Inc. Stock Incentive Plan.pdf
WINSTON-#3978935-v2-Charleston_Labs_-_Schedule_of_Exceptions_-_July_2012.DOC

Karl,

Allens has vesting upon change of control if he has not exercised them and Stefans are already "vested" as of Jan 1 so I dont think we need a line item for him on the disclosure schedule.. Is this right? I have attached them for your interpretation..

I have also attached the revised disclosure schedule. Please look at my comment where the Ray language was added. Our other attorneys used the word "employee" but my question is do we want to change this because he was not an employee rather was a made a founder who ultimately defaced the company and was stripped of his stock.

Paul Bosse
CEO & President
Charleston Laboratories Inc
www.charlestonlabs.com
(843)577-2626 (Office)
(843)628-1061 (Fax)
(843)364-3256 (Cell)
PBosse@Charlestonlabs.Com

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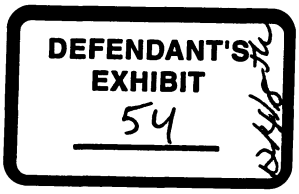

Disclosure Schedule

JulySeptember 10, 201208

Schedule of Exceptions to Series BA Preferred Stock Purchase Agreement, dated as of July September 26, 201208 (the "Stock Purchase Agreement"), by and between Charleston Laboratories, Inc. (the "Company") and the purchasers named therein (the "Purchasers"). All capitalized terms used in this Schedule of Exceptions that are not otherwise defined in this Schedule of Exceptions will have the meanings ascribed to such terms in the Stock Purchase Agreement. **Any matter disclosed in any Section of this Schedule of Exceptions will be deemed to have been disclosed under each other applicable Section of this Schedule of Exceptions notwithstanding the fact that such other Section may not be referenced in the Schedule of Exceptions.**

Section	Explanation	
2.2(d)	**Capitalization**	
	Common Stock held by Founders	56,2000,000
	Series A Preferred Stock Authorized	1,585200,000
	Series B Preferred Stock Authorized	??
	Common Stock Reserved for Option Pool	800,000
	TOTAL	8,000,000

Note: The company's former COO, Ray Takigiku, was issued 210 shares of common stock on 5/30/08. These shares were subsequently included in a 2000 for 1 stock split on 9/25/08, leaving Takigiku with 420,000 shares of fully diluted stock. On March 19, 2010, Mr. Takigiku's employment was terminated. On March 26, 2010, the company tendered payment for all 420,000 of Takigiku's shares pursuant to the repurchase provision found in Article 2.2 of the Stockholders Agreement. While Takigiku has conceded that the company was entitled to repurchase 140,000 of his 420,000 shares pursuant to the Stock Restriction Agreement and its accompanying Vesting Schedule, Takigiku disputes the company's ownership of the remaining 280,000 shares. For present purposes, all 420,000 shares previously owned by Takigiku have been earmarked for inclusion in the option pool and are included as such in the above table. The company is presently considering pursuing a declaratory judgment action as to the aforementioned 280,000 shares. ~~Of the 6,000,000 shares of Common Stock held by founders, an aggregate of 840,000 shares currently are subject to repurchase by the Company at $0.01 per share in the event the holder thereof resigns or is terminated for cause, pursuant to the provisions of a stock restriction agreement signed by each of Bernard P. Schachtel (360,000 shares), Ray Takigiku (210,000 shares) and John F. Ameling (270,000 shares).~~

~~Such restrictions vest annually in three equal installments beginning on May 30, 2009, provided that (i) in the event of a "change in control" the Company's right to repurchase fifty percent (50%) of the number of restricted shares then subject to repurchase by the Company shall expire and be of no further force or effect, and (ii) any of the restricted shares then subject to repurchase by the Company shall expire and be of no further force or effect if the holder's employment is terminated by the~~

Comment [CLI1]: Karl – Do you want to revise this word? He was not an employee rather a founder who was terminated. Just don't want people to read employee here and then in the sections below see we have no employees.

~~Company without cause during the 12 month period following such change in control.~~

~~A "change in control" shall be deemed to have occurred on the earliest of the following dates: (i) the date on which the Company consummates a merger, share exchange, consolidation or reorganization that results in the stockholders of the Company immediately prior to such event holding securities or other rights immediately after such event that represent less than fifty percent (50%) of the voting power and equity ownership of the surviving, acquiring or successor entity, or of the parent of the surviving, acquiring or successor entity; or (ii) the date on which any person or entity, other than a person or entity who was a beneficial owner of the Company's securities as of May 30, 2008, becomes the beneficial owner of more than fifty percent (50%) of the outstanding Common Stock, calculated on a fully-diluted, as converted basis, by means of a purchase or acquisition of the Company's securities from one or more stockholders of the Company, whether by tender offer or otherwise.~~

2.2(e) Accelerated Vesting

The Company has issued consultant Allen Conger a Nonqualified Stock Option Agreement that is subject to Accelerated Vesting as an effect of change of control. ~~See Item 2.2(d) above for a discussion of acceleration of vesting of certain shares of restricted stock in the event of a "change in control."~~

2.8 Company Intellectual Property

~~Separately A~~attached Below.

2.10 Agreements; Actions

(a)(i) – Obligations in excess of $50,000:

On or about August 2, 2007, the Company issued a convertible promissory note in the principal amount of $200,000 to SC Launch!,-a South Carolina nonprofit corporation. ~~The Note bears interest at a rate of 10% per year, compounded annually.~~ The Company has previously paid down the interest and,a~~A~~s of the date hereof, the total amount owed on the note (principal and interest) is equal to Two Hundred Six thousand~~Twenty Four~~ Thousand Seven~~Three~~ Hundred Seventy~~Ninety~~ One~~Three~~ Dollars and Ninety Eight cents ($20264,771.98393). In the event SC Launch decides not to convert its note into Series B shares the Company will repurchase the note.

The Company currently owes approximately Three Hundred Fifty Six Thousand, Four Hundred Fifty Nine Dollars and Rwenty One Cents $356205,459.2175 to Wilson Sonsini ~~its attorneys,~~ for services rendered in connection with the ~~formation of the Company and related matters and the~~ protection of the Company's intellectual property, in particular patent prosecution work. Wilson Sonsini, at its ~~The company intends to use a portion of the proceeds of the offering to pay these amounts~~discretion, may convert all or a portion of the outstanding balance into Series B shares. The Company will pay off any remaining balance to Wilson Sonsini.~~.~~

The Company will enter into~~has signed~~ an agreement with Patheon Pharmaceuticals, Incorporated ("Patheon") for the development of CL-108 ~~through~~ Phase III clinical trial materials (CTM) ~~validation, manufacturing and clinical packaging, pursuant~~. The proposal has not been finalized yet but the total cost is expected to be less than $600,000.00. ~~to which the Company will pay to Patheon an aggregate of $779,483 over the life of the contract, contingent upon achieving certain milestones.~~

The Company will enter into ~~has signed~~ an agreement with a Clinical Research Organization (CRO)~~Schachtel Research Company~~ to manage the CL-108~~for a~~ Phase III Efficacy study.~~bioequivalent~~ The proposal has not been finalized yet but the total cost is expected to be less than $1,600,000.00.

The Company will enter into agreements with Seven (7) or more clinical research sites that include Universities and outside independent research centers. The proposals have not yet been finalized but the total cost is expected to be less than $5,000,000.00. ~~study to evaluate the safety, tolerability and pharmacokinetic of CL-108, in the aggregate amount of $390,958 (which includes study related activities and budget).~~

The Company is seeking key man, clinical and general liability insurance quotes, and expects that in the aggregate, the costs of such insurance will exceed $50,000 per year.

(b)(ii)&(iii) – Indebtedness and Loans:

See item 2.10(a)(i) above for a discussion of outstanding indebtedness.

2.11 Certain Transactions

~~The Company has signed an agreement with Schachtel Research Company for a Phase I bioequivalent study to evaluate the safety, tolerability and pharmacokinetic of CL-108, in the aggregate amount of $390,958 (which includes study related activities and budget). Schachtel Research Company is wholly owned by Dr. Bernard P. Schachtel,~~

~~the Company's Chief Medical Officer and a founder~~.

Currently, only one of the Company's founders – Paul Bosse, is drawing a salary in excess of $50,000.00 per year. ~~none of the Company's founders, employees or consultants are drawing a salary or compensation in excess of $50,000 per year.~~ The Company plans to execute full time employment agreements with the other founders and ~~-~~begin paying a salaries & benefits to the management team ~~y to Paul Bosse, Ray Takigiku, Dr. Bernard P. Schachtel, John Ameling~~ and other hired employees or consultants as appropriate. ~~s as disclosed in the budget which is enclosed with the Business Plan.~~

2.14 Material Liabilities

See item 2.10(a)(i) above for a discussion of outstanding indebtedness.

2.15(ad) Employment Matters ~~– Severance~~

As of the date hereof, the Company's founders are not full-time employees and there are no part-time employees rather the Company engages with consultants & independent contractors. The company plans to hire full-time employees to consummate the management team upon closing of the Series B round of financing.

~~None.~~

2.15(g) Employment Matters – Benefit Plans

None.

Section 2.8 – Company Intellectual Property

~~APPLICATION #~~		~~FILED~~	~~TYPE~~	~~TITLE~~	~~INVENTORS~~	~~REMARKS~~
~~1.~~	~~60/948,375~~	~~6 Jul 2007~~	~~Provisional~~	~~*Medicaments Having Reduced Side Effects*~~	~~BOSSE, Paul~~	~~Converted to PCT on 9 Oct 2007 (*see item 5*)~~
~~2.~~	~~61/020,139~~	~~9 Jan 2008~~	~~Provisional~~	~~*Pharmaceutical Compositions*~~	~~BOSSE, Paul; AMELING, John; SCHACHTEL, Bernard~~	~~Pending – Not Converted Yet~~

3.	61/043,037	7 Apr 2008	Provisional	*Pharmaceutical Compositions*	BOSSE, Paul; AMELING, John; SCHACHTEL, Bernard	Pending - Not Converted Yet
4.	61/060,758	11 Jun 2008	Provisional	*Pharmaceutical Compositions*	BOSSE, Paul; AMELING, John; SCHACHTEL, Bernard	Pending - Not Converted Yet
5.	PCT/US07/80831	9 Oct 2007	PCT WO	*Pharmaceutical Compositions*	BOSSE, Paul	Pending - Published

From: bschachtel@charlestonlabs.com
Sent: Tuesday, March 22, 2011 04:04 PM
To: Ryan Baker
Cc: Paul Bosse
Subject: Re: Stock option documents

Thanks, Ryan and Paul.

I am hoping my atty will be able to respond according to the timetable. (I get back Thursday night when I can sign the doc.)

And Monday, I anticipate, should be the lightening rod for LOCL!

Stay well, fellas, all will work out fine (as I told your father, Ryan).

Bernie

Sent via BlackBerry by AT&T

From: Ryan Baker <rbaker@charlestonlabs.com>
Date: Tue, 22 Mar 2011 11:32:44 -0500
To: Bernie<bschachtel@charlestonlabs.com>
Cc: Paul Bosse<pbosse@charlestonlabs.com>
Subject: Re: Stock option documents

1. Who are the members of the Board of Directors? Currently, Paul is the only board member. We needed this plan in place to start filling out the board of directors.

1. Was Ray Takigiku fully (i.e., legally) removed as a Founding Member? If not, is this stock option document legal? Ray is removed

1. If so, why can't CL grant Ray's shares or part of them to Stefan? We put rays share into the stock option plan. Theoretically Stefan is getting Rays stock.

1. Is Chris Godwin a Founding Member? (Paul had indicated to me at his Birthday Weekend that Chris has nothing to do with CL any more.) Yes Chris is a founder, but not day to day in any capacity. He helped in the beginning both from time and money.

CONFIDENTIAL

DEFENDANT'S EXHIBIT 55

CL-000814

PL-0024407

ROA-1764

1. What % of the company does each Founder currently own? I've attached cap table that show all ownership. (Password 7113)

1. What % of the total # of common shares do the Founders currently own? 65%? 75.56%

1. What % of the total # of common shares does 1,220,000 currently represent? 16.52%

1. What is the current Fair Market Value of one share of Common Stock? We just had the valuation done on the common shares and they are valued at $.0014 per share.

1. What is the price for Stefan's options? We are looking to somewhere around $.25. (we paid $.001/share)

How many options will he be entitled to purchase at this price? Roughly 369,000

The rush is not a rush, we have been working through this process for about 2 months now and it just finally came together. Stefan has been operating under good faith and a hand shake and we owe it to him to get things finalized. It something that had been for us to move forward in this company. I was hoping to get the documents back by the end of business tomorrow.

I look forward to seeing you as always and we will have to enjoy a cocktail to celebrate your birthday. Or we could just make it your birthday week. (that's one of Ray's excuses for not being able to come through for us one time, it was his "birthday week" ha ha)

Let me know if this answers your questions?

All the best,

Ryan Baker
CFO
Charleston Laboratories Inc
www.charlestonlabs.com
843.577.2626 (Office)
843.628.1061 (Fax)
256.415.4100 (Cell)
rbaker@charlestonlabs.com

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prohibited and may be unlawful. If you have received this communication in error, please notify Charleston Laboratories immediately by return e-mail and destroy this communication and all copies thereof, including all attachments.

On 3/21/11 9:31 PM, "Bernie" <bschachtel@charlestonlabs.com> wrote:

Thanks, Ryan (and Paul). I have forwarded these to my attorney, Mr. Charles B. Kaufmann III (who discovered changes to be made in the original 2008 stock documents, you may recall). However, I suspect that he will have no problems with these documents, which seem routine.

Why the rush now? When do you expect to, or have to, finalize CL's contract with Stefan? March 25?

A few other questions:

1. Who are the members of the Board of Directors?

1. Was Ray Takigiku fully (i.e., legally) removed as a Founding Member? If not, is this stock option document legal?

1. If so, why can't CL grant Ray's shares or part of them to Stefan?

1. Is Chris Godwin a Founding Member? (Paul had indicated to me at his Birthday Weekend that Chris has nothing to do with CL any more.)

1. What % of the company does each Founder currently own?

1. What % of the total # of common shares do the Founders currently own? 65%?

1. What % of the total # of common shares does 1,220,000 currently represent?

1. What is the current Fair Market Value of one share of Common Stock?

CONFIDENTIAL CL-000816

PL-0024409

ROA-1766

1. What is the price for Stefan's options?

1. How many options will he be entitled to purchase at this price?

I return Thursday night, by which time I should have Mr. Kaufmann's legal review and approval, so that I may sign the stock option document and send a scanned copy to you by Friday, which is your deadline (and my birthday).

By the way, I'm looking forward to seeing everyone Sunday/Monday. We need more occasions to be together. Hopefully, this will be one such occasion (or at least the beginning of one).

Thanks for putting this together for LOCL (and for Stefan), Ryan.

Good night,

Bernie

Bernard P. Schachtel, MD

Chief Scientific Officer

Charleston Laboratories, Inc.

65 Gadsden Street, Suite 201

Charleston, SC 29401

Tel. 561.575.7330

Fax 843.628.1061

Cell 561.379.8726

Email bschachtel@charlestonlabs.com

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Please immediately and permanently delete. If you are not an adressee, please inform the sender immediately.

From: Ryan Baker [mailto:rbaker@charlestonlabs.com]
Sent: Monday, March 21, 2011 8:06 PM
To: John A; Paul Bosse; Bernie
Subject: Stock option documents

Importance: High

Hey guys,

We were able to push through with legal to get the final documentation of the Stock option plan. Please sign and fax back as soon as possible, so I can move forward with Stefan.

Thanks much

Ryan Baker
CFO
Charleston Laboratories Inc
www.charlestonlabs.com
843.577.2626 (Office)
843.628.1061 (Fax)
256.415.4100 (Cell)
rbaker@charlestonlabs.com

****The information contained in this communication is confidential, may be subject to legal privileges, may constitute inside information, and is intended only for the use of the addressee. It is the property of Charleston Laboratories, Inc. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify Charleston Laboratories immediately by return e-mail and destroy this communication and all copies thereof, including all attachments.

Summary of Terms and Conditions of Series B Stock
Charleston Laboratories, Inc.

April 30, 2009

Issuer: Charleston Laboratories, Inc. ("Charleston Labs" or "the Company")

Investors: Patheon Pharmaceuticals Inc. and other new or existing accredited investors

Securities: Series B Preferred Stock, par value $0.001 per share (the "Preferred Stock")

Investment Price: $7.5930144 per share (up to $3.5 million aggregate investment)

Pre-Money Valuation: $50,000,000, calculated on a fully diluted basis (including all stock options)

Post Closing Capital Structure:

	Common Shares	Series A Preferred Shares	Series B Preferred Shares	Fully Diluted Percentage (approx.)
Founders	5,295,405			75.16%
Equity Incentive Pool*	704,595			10.00%
Series A Investors		585,000		8.30%
Patheon Pharmaceuticals Inc.			263,400	3.74%
Additional Series B Investors			197,550	2.80%
Total	**6,000,000**	**585,000**	**460,950**	**100.00%**

Equity Incentive Pool: A post-closing Equity Incentive Pool may be created out of the existing outstanding Common Shares. Neither the Series A nor the Series B holders will be diluted by the creation of such pool, without their prior consent (as a class).

Dividends: Payable if and when declared by the Board of Directors

Liquidation Preference: Holder of Series B Preferred Stock receives a 1X, non-participating liquidation preference over the holders of Series A Preferred Stock and Common Stock.

Conversion: Each share of Series B Preferred Stock is convertible at any time into an equivalent number of shares of Common Stock.

Mandatory Conversion: Each share of Series B Preferred Stock will automatically convert into an equivalent number of shares of Common Stock upon the earliest to occur of: (i) a qualified IPO; (ii) at the election of a majority of holders of then outstanding shared of Series B Preferred Stock; and (iii) the receipt by the holder of Series B Preferred Stock of aggregate dividends in an amount equal to $7.5930144 per share.

Closing: Within 30 days of execution of this Summary of Terms

Use of Funds: Repay outstanding indebtedness to Patheon related to CL-108 development including completion of Phase I, provide in-kind equity to Patheon related to CL-108 development including Phase III,

conversion or repayment of existing note in favor of SCLaunch, and working capital including initiation of Phase III investigators, site, and research and development of follow-on portfolio.

Information Rights: The Company will provide the Investors with quarterly and annual consolidated financial statements within thirty days of the end of the applicable period. These statements will include income statements, balance sheets and cash flow statements and will provide comparisons to budget and to results of the corresponding period in the prior fiscal year. Beginning with fiscal year 2010, the Company will submit financial statements audited by a major national auditing firm within 90 days following each fiscal year-end.

Other Rights and Restrictions: As described more fully in the Company's Right of First Refusal, Co-Sale and Voting Agreement: (i) co-sale rights on a private sale of at least 25% of the Company's equity securities; (ii) drag-along rights by a majority of the holders of outstanding Common Stock; and (iii) a right of first refusal (first to the Company and then to the other stockholders, pro rata) on sales of capital stock (other than pursuant to certain estate planning transfers or other exempt transfers, as described in Section 3 to the Right of First Refusal, Co-Sale and Voting Agreement).

Board Representation: The Series B Investors will have the right to appoint one individual to the Board of Directors (provided, that such person shall be reasonably acceptable to the remaining directors). In addition, the Company plans to grant board observer rights to Paul Wilkinson, on behalf of Patheon.

Conditions to Closing: The investment, and the obligations of the Investor to close, are subject to (a) the completion of Investors' due diligence review in a manner satisfactory in all respects to Investor and his counsel, the negotiation and execution of definitive agreements containing the terms and conditions set forth in this term sheet and representations, warranties and other terms and conditions customary for a transaction of this type, (b) the absence of any material adverse change in the Company's business, financial conditions, management or future prospects prior to the Closing, and (c) the obtaining by the Company of all required stockholder and other required third party consents. The definitive agreements shall be drafted by counsel for the Company and approved by counsel for the Investor.

This summary of terms is a summary of the principal terms with respect to a proposed transaction between the parties listed above. This term sheet is not intended to, and does not, constitute a legally binding obligation between the parties. A legally binding obligation concerning the proposals set forth in this term sheet shall only be made upon the negotiation and execution of definitive legal documents.

Charleston Laboratories, Inc.

By: _____
Paul Bosse, President & CEO

Patheon Pharmaceuticals, Inc.

By: _____
Name: _____

Summary of Terms and Conditions of Series B Stock
Charleston Laboratories, Inc.

July 30, 2009

Issuer: Charleston Laboratories, Inc. ("Charleston Labs" or "the Company")

Investors: New accredited investors

Securities: Series B Preferred Stock, par value $0.001 per share (the "Preferred Stock")

Investment Price: $7.5930144 per share (up to $4.0 million aggregate investment)

Pre-Money Valuation: $50,000,000, calculated on a fully diluted basis (including all stock options)

Post Closing Capital Structure:

	Common Shares	Series A Preferred Shares	Series B Preferred Shares	Fully Diluted Percentage (approx.)
Founders	5,295,405			74.46%
Equity Incentive Pool*	704,595			9.91%
Series A Investors		585,000		8.23%
Series B Investors			526,800	7.41%
Total	**6,000,000**	**585,000**	**526,800**	**100.00%**

Equity Incentive Pool: A post-closing Equity Incentive Pool may be created out of the existing outstanding Common Shares. Neither the Series A nor the Series B holders will be diluted by the creation of such pool, without their prior consent (as a class).

Dividends: Payable if and when declared by the Board of Directors.

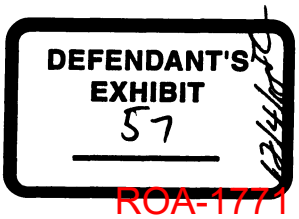
Liquidation Preference: Holder of Series B Preferred Stock receives a 1X, non-participating liquidation preference over the holders of Series A Preferred Stock and Common Stock.

Conversion: Each share of Series B Preferred Stock is convertible at any time into an equivalent number of shares of Common Stock.

Mandatory Conversion: Each share of Series B Preferred Stock will automatically convert into an equivalent number of shares of Common Stock upon the earliest to occur of: (i) a qualified IPO; (ii) at the election of a majority of holders of then outstanding shared of Series B Preferred Stock; and (iii) the receipt by the holder of Series B Preferred Stock of aggregate dividends in an amount equal to $7.5930144 per share.

Closing: Within 30 days of execution of this Summary of Terms.

Use of Funds: Repay outstanding indebtedness to Patheon related to CL-108 development including completion of Phase I, conversion or repayment of existing note in favor of SCLaunch, and working capital



including initiation of Phase III investigators, site, and research and development of follow-on portfolio.

Information Rights:	The Company will provide the Investors with quarterly and annual consolidated financial statements within thirty days of the end of the applicable period. These statements will include income statements, balance sheets and cash flow statements and will provide comparisons to budget and to results of the corresponding period in the prior fiscal year. Beginning with fiscal year 2010, the Company will submit financial statements audited by a major national auditing firm within 90 days following each fiscal year-end.
Other Rights and Restrictions:	As described more fully in the Company's Right of First Refusal, Co-Sale and Voting Agreement: (i) co-sale rights on a private sale of at least 25% of the Company's equity securities; (ii) drag-along rights by a majority of the holders of outstanding Common Stock; and (iii) a right of first refusal (first to the Company and then to the other stockholders, pro rata) on sales of capital stock (other than pursuant to certain estate planning transfers or other exempt transfers, as described in Section 3 to the Right of First Refusal, Co-Sale and Voting Agreement).
Board Representation:	The Series B Investors will have the right to appoint one individual to the Board of Directors (provided, that such person shall be reasonably acceptable to the remaining directors).
Conditions to Closing:	The investment, and the obligations of the Investor to close, are subject to (a) the completion of Investors' due diligence review in a manner satisfactory in all respects to Investor and his counsel, the negotiation and execution of definitive agreements containing the terms and conditions set forth in this term sheet and representations, warranties and other terms and conditions customary for a transaction of this type, (b) the absence of any material adverse change in the Company's business, financial conditions, management or future prospects prior to the Closing, and (c) the obtaining by the Company of all required stockholder and other required third party consents. The definitive agreements shall be drafted by counsel for the Company and approved by counsel for the Investor.

This summary of terms is a summary of the principal terms with respect to a proposed transaction between the parties listed above. This term sheet is not intended to, and does not, constitute a legally binding obligation between the parties. A legally binding obligation concerning the proposals set forth in this term sheet shall only be made upon the negotiation and execution of definitive legal documents.

Charleston Laboratories, Inc.

By: _____
Paul Bosse, President & CEO

Investor

By: _____
Name: _____

Investor

By: _____
Name: _____

Investor

By: _____
Name: _____

Summary of Terms and Conditions of Series B Stock
Charleston Laboratories, Inc.

September 24, 2009

Issuer: Charleston Laboratories, Inc. ("Charleston Labs" or "the Company")

Investors: New or existing accredited investors

Securities: Series B Preferred Stock, par value $0.001 per share (the "Preferred Stock")

Investment Price: $4.5558087 per share (up to $12.0 million aggregate investment)

Pre-Money Valuation: $30,000,000, calculated on a fully diluted basis (including all stock options)

Post Closing Capital Structure:

	Common Shares	Series A Preferred Shares	Series B Preferred Shares	Fully Diluted Percentage (approx.)
Founders	5,295,405			57.44%
Equity Incentive Pool*	704,595			7.64%
Series A Investors		585,000		6.35%
Series B Investors			2,634,000	28.57%
Total	**6,000,000**	**585,000**	**2,634,000**	**100.00%**

**Equity Incentive Pool:* A post-closing Equity Incentive Pool may be created out of the existing outstanding Common Shares. Neither the Series A nor the Series B holders will be diluted by the creation of such pool, without their prior consent (as a class).

Dividends: Payable if and when declared by the Board of Directors.

Liquidation Preference: Holder of Series B Preferred Stock receives a 1X, non-participating liquidation preference over the holders of Series A Preferred Stock and Common Stock.

Conversion: Each share of Series B Preferred Stock is convertible at any time into an equivalent number of shares of Common Stock.

Mandatory Conversion: Each share of Series B Preferred Stock will automatically convert into an equivalent number of shares of Common Stock upon the earliest to occur of: (i) a qualified IPO; (ii) at the election of a majority of holders of then outstanding shared of Series B Preferred Stock; and (iii) the receipt by the holder of Series B Preferred Stock of aggregate dividends in an amount equal to $4.5558087 per share.

Closing: The initial closing is scheduled for October 9, 2009. The minimum amount of the initial closing will be $500,000. The Company is authorized to hold additional closings over the 180 days following the initial closing.

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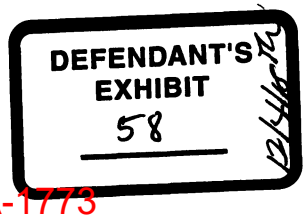

Use of Funds:	The proceeds of the offering will be used (i) to repay outstanding indebtedness (comprised of amounts owed to Patheon related to CL-108 development including completion of Phase I and DOE Studies as well as professional fees to the company's attorneys), (ii) for final development of CL-108 CTM, (iii) for the initiation of Phase III investigators and site, and (iv) for other miscellaneous working capital.
Information Rights:	The Company will provide the Investors with quarterly and annual consolidated financial statements within thirty days of the end of the applicable period. These statements will include income statements, balance sheets and cash flow statements and will provide comparisons to budget and to results of the corresponding period in the prior fiscal year. Beginning with fiscal year 2010, the Company will submit financial statements audited by a major national auditing firm within 90 days following each fiscal year-end.
Other Rights and Restrictions:	As described more fully in the Company's Right of First Refusal, Co-Sale and Voting Agreement: (i) co-sale rights on a private sale of at least 25% of the Company's equity securities; (ii) drag-along rights by a majority of the holders of outstanding Common Stock; and (iii) a right of first refusal (first to the Company and then to the other stockholders, pro rata) on sales of capital stock (other than pursuant to certain estate planning transfers or other exempt transfers, as described in Section 3 to the Right of First Refusal, Co-Sale and Voting Agreement).
Conditions to Closing:	The investment, and the obligations of the Investor to close, are subject to (a) the completion of Investors' due diligence review in a manner satisfactory in all respects to Investor and his counsel, the negotiation and execution of definitive agreements containing the terms and conditions set forth in this term sheet and representations, warranties and other terms and conditions customary for a transaction of this type, (b) the absence of any material adverse change in the Company's business, financial conditions, management or future prospects prior to the Closing, and (c) the obtaining by the Company of all required stockholder and other required third party consents. The definitive agreements shall be drafted by counsel for the Company and approved by counsel for the Investor.

This summary of terms is a summary of the principal terms with respect to a proposed transaction between the parties listed above. This term sheet is not intended to, and does not, constitute a legally binding obligation between the parties. A legally binding obligation concerning the proposals set forth in this term sheet shall only be made upon the negotiation and execution of definitive legal documents.

Charleston Laboratories, Inc.

By: _____
Paul Bosse, President & CEO

Investor

By: _____
Name: _____

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Message

From: Baddour, David [/O=FIRM/OU=FIRM/CN=RECIPIENTS/CN=D_BADDOUR]
Sent: 5/7/2010 11:17:47 AM
To: rbaker@charlestonlabs.com; Paul Bosse [pbosse@charlestonlabs.com]
Subject: RE: 10 Charleston/Takigiku Conversation

PAUL / RYAN: PLEASE CONFIRM THE E-MAIL BELOW, BEFORE I SEND.

DAVID

* * * * * * * *

David,

I am confident Ray knows and understands this, but so you and I are on the same page: the 1.5% is based on the original grant, which was before the Series A and future option pool. The original (post-split) cap table had Ray with 420,000 common shares out of 6 million, or 7%. The offer is that he'll keep 90,000 shares (1.5/7.0 * 420,000).

FYI, currently there are 585,000 Series A outstanding, 5,670,000 common outstanding (assuming Ray has 90,000), and 800,000 common reserved for a future option pool.

Best,

David

David B. Baddour | Womble Carlyle Sandridge & Rice, PLLC | Direct: 919-484-2352 | Facsimile: 919-484-2090 | dbaddour@wcsr.com

---

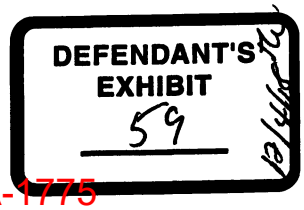
From: Willbrand, David [mailto:David.Willbrand@thompsonhine.com]
Sent: Friday, May 07, 2010 10:40 AM
To: Baddour, David
Cc: Willbrand, David
Subject: RE: 10 Charleston/Takigiku Conversation

thanks, david. before i speak with my client, can you please send a cap table to me so that i can see how this fits together? many thanks.

From: Baddour, David [mailto:dbaddour@wcsr.com]
Sent: Friday, May 07, 2010 10:32 AM
To: Willbrand, David
Subject: RE: 10 Charleston/Takigiku Conversation

David,

Thank you for your e-mail. I've discussed with our client very briefly, as they clearly can't accept the offer below, which would put Ray in a significantly better position than he is now (not to mention all the founders) even if none of Charleston Labs potential claims against Ray (fraud, securities law violations, etc.) are upheld. Charleston Labs is willing to file suit and take any actions necessary to make this situation right, from their perspective.



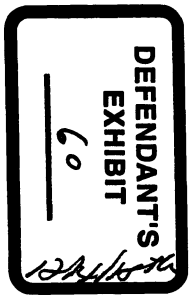
Charleston Laboratories, Inc.

Capitalization Table, as of May 10, 2010

	Series A Preferred Shares	Common Shares	Voting Shares	Voting Percentage	Fully Diluted Shares	Fully Diluted Percentage
Investor 1	90,000		90,000	1.44%	90,000	1.44%
Investor 2	60,000		60,000	0.96%	60,000	0.96%
Investor 3	60,000		60,000	0.96%	60,000	0.96%
Investor 4	12,000		12,000	0.19%	12,000	0.19%
Investor 5	3,000		3,000	0.05%	3,000	0.05%
Investor 6	60,000		60,000	0.96%	60,000	0.96%
Investor 7	60,000		60,000	0.96%	60,000	0.96%
Investor 8	60,000		60,000	0.96%	60,000	0.96%
Investor 9	60,000		60,000	0.96%	60,000	0.96%
Investor 10	60,000		60,000	0.96%	60,000	0.96%
Investor 11	60,000		60,000	0.96%	60,000	0.96%
Founders		5,580,000	5,580,000	89.21%	5,580,000	89.21%
Ray Takigiku PhD		90,000	90,000	1.44%	90,000	1.44%
Equity Incentive Pool*					-	0.00%
Total	**585,000**	**5,670,000**	**6,255,000**	**100.00%**	**6,255,000**	**100.00%**

* A post-closing Equity Incentive Pool may be created out of the existing outstanding Common Shares. The Series A holders will not be diluted by the creation of such pool, without their prior consent (as a class).

** No Founders own any Series A Preferred Shares



Summary of Terms and Conditions of Series B Stock
Charleston Laboratories, Inc.

May 10, 2010

Issuer: Charleston Laboratories, Inc. ("Charleston Labs" or "the Company")

Investors: New accredited investors

Securities: Series B Preferred Stock, par value $0.001 per share (the "Preferred Stock")

Investment Price: $6.8337130 per share (up to $13.0 million aggregate investment)

Pre-Money Valuation: $45,000,000, calculated on a fully diluted basis (including all stock options)

Post Closing Capital Structure:

	Common Shares	Series A Preferred Shares	Series B Preferred Shares	Fully Diluted Percentage (approx.)
Founders	5,295,405			62.39%
Equity Incentive Pool*	704,595			8.30%
Series A Investors		585,000		6.89%
Series B Investors			**1,902,333**	**22.41%**
Total	**6,000,000**	**585,000**	**1,902,333**	**100.00%**

Equity Incentive Pool: A post-closing Equity Incentive Pool may be created out of the existing outstanding Common Shares. Neither the Series A nor the Series B holders will be diluted by the creation of such pool, without their prior consent (as a class).

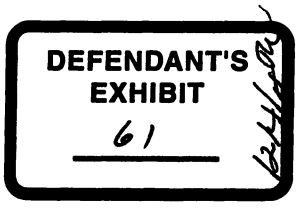
Dividends: Payable if and when declared by the Board of Directors.

Liquidation Preference: Holder of Series B Preferred Stock receives a 2X, non-participating liquidation preference over the holders of Series A Preferred Stock and Common Stock.

Conversion: Each share of Series B Preferred Stock is convertible at any time into an equivalent number of shares of Common Stock.

Mandatory Conversion: Each share of Series B Preferred Stock will automatically convert into an equivalent number of shares of Common Stock upon the earliest to occur of: (i) a qualified IPO; (ii) at the election of a majority of holders of then outstanding shared of Series B Preferred Stock; and (iii) the receipt by the holder of Series B Preferred Stock of aggregate dividends in an amount equal to $13.667426 per share.

Closing: The initial closing is scheduled for May 28th, 2010. The Company plans to hold Additional closings over the following 180 days, until it has sold up to a total of 1,902,333 million shares ($13 million).



WOMBLE CARLYLE SANDRIDGE & RICE
A PROFESSIONAL LIMITED LIABILITY COMPANY

Fourth Floor
8065 Leesburg Pike
Tysons Corner, Virginia 22182-2738

Telephone: (703) 790-3310
Fax: (703) 790-2623
Web site: www.wcsr.com

DEAN WAYNE RUTLEY
Direct Dial: (703) 394-2256
Direct Fax: (703) 918-2267
E-mail: drutley@wcsr.com

June 6, 2007

Via Email pbosse@palmpharmaceuticals.com

Paul Bosse, CEO
Charleston Laboratories, Inc.
548 Clearview Drive
Charleston, SC 29412

Dear Paul:

We are pleased that you have asked Womble Carlyle Sandridge & Rice, PLLC to represent Charleston Laboratories, Inc. ("Charleston Labs") for general corporate legal advice, venture capital financing, and other matters that you may request from time to time. We submit for your approval the following provisions governing our engagement. If these are agreeable, please sign the enclosed copy of this letter and return it to me via facsimile (703) 918-2267, with the original transmittal in the enclosed self-addressed envelope. Should you have any questions regarding these provisions, please do not hesitate to call so that we may discuss any proposed changes.

1. Scope of Representation

We will advise Charleston Labs with regard to matters on which you specifically request our services from time to time and on which we specifically agree to provide such services. On any particular matter, you may limit or expand the scope of our representation from time to time, provided that any substantial expansion must be agreed to by us.

2. Term of Engagement

Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to the applicable rules of professional responsibility. In the event that we terminate the relationship, we will take whatever steps are reasonably practicable to protect the interests of Charleston Labs, and, if you so request, we will suggest to Charleston Labs possible successor counsel and cooperate in making available to them whatever papers you have provided to us.

At the conclusion of our work for Charleston Labs on any particular matter, we will return to you, upon your request, any materials you have furnished to us in connection with that matter. Thereupon, we will store files respecting that matter for six (6) years following the conclusion of our representation of Charleston Labs in that matter, and we will provide you with access to those files upon request. After six (6) years from the conclusion of our representation

DEFENDANT'S EXHIBIT 62

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of Charleston Labs in that matter, we will review the stored files with respect to whether they should be retained or destroyed. We disclaim any obligation to provide further notice to Charleston Labs before destroying the files concerning a matter at any time after six (6) years from the conclusion of our representation of you in that matter.

Charleston Labs is engaging Womble Carlyle to provide the specific legal services described herein. After the completion of our representation, changes may occur in the laws or regulations that could have an impact upon your future rights, and as such, we will have no continuing obligation to advise you with respect to future legal developments, unless re-engaged to address such changes on your behalf.

3. Fees and Expenses

As a courtesy to you based on your existing relationship with Michael Keefe of A&G Pharmaceutical, we are not requesting a retainer at this time. If in the future a retainer is established, the retainer would be held by us in our Trust Account under our normal retainer arrangements which we will disclose to you prior to the deposit of any such retainer.

In general, our fees for legal services are based upon the hourly billing rate for each attorney devoting time to a matter. Our hourly billing rates currently range from $165 per hour for our most junior associates to $575 per hour for our most experienced members. In an effort to reduce legal fees, where appropriate, we utilize paralegals and legal assistants. Their billing rates currently begin at $100 per hour. I will be responsible for our overall relationship with Charleston Labs and my hourly rate is $450. David Baddour ($290) and Julia Kreyskop ($225) will be assisting me on your matters. Other lawyers and paralegals in the firm might be called upon to assist on your matters from time to time, some of whom might spend considerable time on this engagement. Our billing rates are subject to adjustment from time to time by the firm. Our adjustments are designed to maintain our rates at market levels. We believe our rates are very competitive in our markets.

On a monthly basis we will submit a billing statement describing in detail the work incurred on behalf of Charleston Labs. We will include in our bills, in addition to the description of services rendered, a listing of additional billable administrative costs such as photocopying, messenger and delivery services, computerized research, travel, etc. Our policy with respect to these charges is attached hereto. Fees and expenses of third parties (such as consultants, appraisers, etc.) generally will not be paid by us, but will be billed directly to Charleston Labs. Should you believe that any charge set forth on a billing statement is not reasonable or should not be paid in full, you agree to notify us of the reasons within thirty (30) days of the receipt of the statement and give us an opportunity to respond.

Bills are generally payable upon receipt and, unless otherwise agreed, in no more than thirty (30) days from the date of the statement.

4. Dispute Resolution

Should any differences of opinion arise over fees or costs, or should our bills not be paid in a timely manner, we agree that we will consult with each other in good faith in an effort to resolve the matter.

5. Conflicts

WCSR is a multi-jurisdictional law firm representing many clients and handling a large number of complex matters each year. As a result, conflict of interest issues arise and, from time to time, may even include disputes between the firm and our own clients over the handling of a matter. Under such circumstances, we need the ability to seek expert analysis of our obligations from our General Counsel's office or outside counsel without waiving any attorney client privilege. We believe that seeking expert advice is in our clients' interest as well as our own. Accordingly, in signing this agreement, you consent to our seeking advice from our General Counsel's office or outside counsel of our choosing on legal ethics or related issues that may arise during our representation of Charleston Labs and that our representation of Charleston Labs shall not, thereby, waive any attorney-client privilege that WCSR may have to protect the confidentiality of our communications with counsel.

Once again, we are delighted you have chosen us to represent Charleston Labs, and we look forward to a productive relationship. If you have any questions or comments during the course of our representation, please do not hesitate to call me at 703-394-2256.

Very truly yours,

Dean Wayne Rutley

AGREED:

Charleston Laboratories, Inc.

By:_____ _____
Paul Bosse, CEO Date

Attachment

WOMBLE CARLYLE SANDRIDGE & RICE PLLC

Policy in Regard to Billing for Disbursements

We will bill you for disbursements made on your behalf as indicated below:

Photocopies. We will bill you for photocopies at 20 cents per page.

Outside computer research (Lexis® or Westlaw®). We will bill at the normal Lexis® or Westlaw® rate without markup.

Filing fees will be billed at the charges incurred by the Firm.

Travel expenses. We will bill travel expenses at our cost without markup.

Express delivery services (Federal Express, Airborne, etc.). We will bill you for the charges at our cost without markup.

Facsimile. We will not charge you for facsimile copies.

Court reporters, expert witnesses, accountants, etc. will be billed at our cost without markup.

Our philosophy is to minimize out of pocket expenses consistent with those required in conjunction with the legal services we provide. We manage our expenses on behalf of clients as if they were our personal expenses.

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
West Palm Beach Division

CASE NO. 15-81694-CIV-COHN/SELTZER

CHARLESTON LABORATORIES, INC.,
a Delaware Corporation,

Plaintiff,

v.

DR. RAYMOND TAKIGIKU,

Defendant.
_____/

PLAINTIFF/COUNTER-DEFENDANT CHARLESTON LABORATORIES, INC.'S STATEMENT OF UNDISPUTED MATERIAL FACTS IN SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT

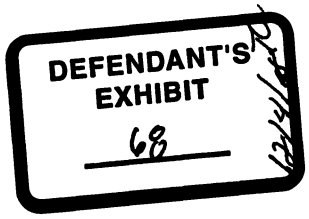
Plaintiff/Counter-Defendant CHARLESTON LABORATORIES, INC., ("Charleston" or the "Company"), by and through its undersigned counsel, set forth the following statement of undisputed material facts:

Charleston Labs Is Formed

1. Charleston is a privately-held, emerging specialty pharmaceutical company organized under Delaware law on June 27, 2007. See DE 34 ¶¶ 1, 7-8; DE 36 ¶¶ 1, 7-8. Charleston's business is in the area of global life sciences. See Request for Admissions ("RFA"), attached as **Exhibit "1,"** at ¶ 1; Deposition of Dr. Raymond Takigiku dated May 3, 2016 ("Takigiku Depo. I"), attached as **Exhibit "2,"** at 204:20-23.

2. G. Paul Bosse III ("Bosse") is the original inventor of Charleston's novel product concepts, drug delivery platforms, and patent filings. See DE 34 ¶¶ 7-8; DE 36 ¶¶ 7-8; Deposition of G. Paul Bosse III dated April 27, 2016 ("Bosse Depo."), attached as **Exhibit "3,"** at 91:15-17, 198:09-14. Affidavit of Paul Bosse ("Bosse Aff."), attached as **Exhibit "4,"** at ¶ 2.

3. Having launched those concepts in 2006, Bosse incorporated the Company in 2007 and recruited his Tanner, Alabama Calhoun Community College friend and baseball teammate, Ryan Baker ("Baker") to join the Company, as well as friend Chris Godwin ("Godwin") soon thereafter. See Bosse Depo. at 206:10-22; Bosse Aff. ¶ 3.



4. Bosse, Baker, and Godwin represent the three original founders of Charleston that preceded the May 2008 Stockholders Agreement. See Bosse Depo. at 206:19-22; Bosse Aff. ¶ 5.

5. Later, in 2008, the Company brought on three new at-will employees—John Ameling ("Ameling"), Bernard Schachtel ("Schachtel"), and Ray Takigiku ("Takigiku"). See Bosse Depo. at 59:13-17; Bosse Aff. ¶ 6; Takigiku Depo I. at 20:17-21:06, 28:23-29:16.[1]

The Stockholders Agreement and the Stock Restriction Agreement Are Executed Together as of May 30, 2008

6. Relating to the Company's efforts to raise money for its operations and in connection with the employment of Takigiku, Ameling, and Schachtel, two documents were executed, both made and entered into as of May 30, 2008: (1) the Stockholders Agreement (DE 34-1) (the "Stockholders Agreement") and (2) the Stock Restriction Agreement (DE 36-2) (the "SRA"). RFA ¶¶ 62-63; Takigiku Depo. I at 150:01-151:15; 160:24-162:02; 238:09-14; Bosse Aff. ¶ 8.

7. The Stockholders Agreement was not prepared based on a form proffered by the Company or its counsel, but instead was prepared based on a form proffered by Landmark Financial Corp. Accordingly, Charleston is not the drafter of the Stockholders Agreement. See Bosse Aff. ¶ 9.

8. The Stockholders Agreement and the SRA were provided to Takigiku for execution on the same date and were also signed by him on the same date. See RFA ¶¶ 72-73; Takigiku Depo. I at 238:09-14; See Deposition of Dr. Raymond Takigiku dated June 27, 2016 ("Takigiku Depo. II"), attached as **Exhibit "5,"** at 287:09-13.[2]

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[1] Ameling and Schachtel were acting as consultants to the Company before becoming employees of the Company. See Bosse Aff. ¶ 7.

[2] More specifically, Takigiku on May 30, 2008 executed and delivered to the Company his signature to a Stockholders Agreement identified by footer WCSR 3905566v4 and a Stock Restriction Agreement identified by footer WCSR 3909546v1, both dated and effective as of May 30, 2008 (the "First-Signed Set"). See Takigiku Depo. II, at 286:18-287:16 and Ex. 68 to the deposition, attached hereto as **Exhibit "6**." At the request of another employee-stockholder, Bernard Schachtel, on June 19, 2008 the Company circulated and Takigiku executed and delivered to the Company his signature to a Stockholders Agreement identified by footer WCSR 3905566v5 and a Stock Restriction Agreement identified by footer WCSR 3909546v3, both dated and effective as of May 30, 2008 (the "Second-Signed Set"). Id. at 301:08-302:11 and Ex. 73 to the deposition, attached hereto as **Exhibit "7**." The provisions of the particular sections of the Stockholders Agreement and the SRA cited in this Statement of Facts are the same in the First-Signed Set and the Second-Signed Set, and so reference is made to the two executed

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9. Takigiku was aware that he was signing two agreements (the Stockholders Agreement and SRA) with different purposes and Takigiku admitted in deposition that both "control". See RFA ¶ 78; Deposition of Dean Rutley, Esq. dated June 23, 2016 ("Rutley Depo."), attached as **Exhibit "8,"** at 65:02-06, 74:08-16; E-mail from Takigiku dated May 21, 2008, attached as **Exhibit "9"**("the two documents seem ok, and the tag-along provisions are also good. The Stock Restriction agreement may be unnecessary, but it's good to protect all of the other shareholders."); Takigiku Depo. II at 286:01-17, 318:24-319:01. The concept of vesting was used by Bosse in an e-mail referring to the Company's attorney at Womble Carlyle, Dean Rutley, and by Mr. Rutley in his discussions with Schachtel's attorney, both referring only to the SRA and the § 83(b) election(s) of the employee-stockholders. Bosse Depo. at 160:11-161:14; Rutley Depo. at 59:03-22. Takigiku wasn't even privy to Mr. Rutley's discussions with Schachtel's attorney. Takigiku Depo. II at 293:09-24.

10. Despite having the opportunity to review and, in fact, having reviewed and made comparisons between the SRA and the Stockholders Agreement on numerous occasions (Id. at 278:04-14, 284:18-22, 300:05-11), Takigiku told no one (other than his attorneys in this litigation 5 years later) that there was an ambiguity between the Stockholders Agreement and the SRA. Id. at 247:12-248:06, 302:12-21, 323:23-324:04. The only reason articulated by Takigiku that the alleged ambiguity should be construed against Charleston is that *he believes* the Stock Restriction Agreement protects his rights. Id. at 324:05-12 ("Q: Assuming there is an ambiguity between the Stockholders Agreement and the Stock Restriction Agreement, why do you think it should be construed against Charleston?" A: I believe the Stock Restriction Agreement protects my rights. Q: Any other reason? A: No.").

11. Both the Stockholders Agreement and the SRA provide that they "supersede" other prior (not contemporaneous) agreements relating to the matters therein. See DE 34-1 at §5.9 and DE 36-2 at §5.

12. The Stockholders Agreement was entered into between Charleston and both the original three founders of Charleston (Bosse, Baker, and Godwin) and the three new employees (Ameling, Schachtel, and Takigiku), all of whom are collectively defined in the Stockholders

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versions of the Stockholders Agreement and SRA, jointly and severally, as the "Stockholders Agreement" and "SRA," respectively.

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Agreement as the "Founding Stockholders." See DE 34-1; RFA ¶ 62; Takigiku Depo. I at 151:11-15.

13. A stock restriction agreement was entered into between Charleston and only new employees Ameling, Schachtel, and Takigiku. See Bosse Depo. at 38:13-16, 164:11-16 ("G. Paul Bosse, Ryan Baker, and Chris Godwin only entered into Stockholders Agreements. John F. Ameling, Bernie Schachtel, Ray Takigiku are the only three that entered into a Stock Restriction Agreement.").

14. Effective as of May 30, 2008, the Board of Directors of the Company (the "Board") (then consisting solely of Bosse), executed a Written Consent issuing 210 shares of common stock of the Company to Takigiku for an aggregate of $2.10 ($0.01 per share). See Bosse Aff. ¶ 10; Takigiku Depo. I at 156:17-19.[3]

15. Takigiku acknowledged receipt of Stock Certificate No. 12 issuing 210 shares of stock in Charleston. Takigiku Depo. I at 156:07-19 and Ex. 36 to the deposition, attached hereto as **Exhibit "10."**

16. In compliance with 8 Del. C. § 202(a), the reverse side of the Stock Certificate No. 12 issued to Takigiku and evidencing the 210 shares contains the following two statements indicating that the Shares were subject to transfer restrictions and right of repurchase in both the Stockholders Agreement and SRA: (i) "These shares are subject to certain transfer restrictions and right of repurchase as set forth in the Charleston Laboratories, Inc. Stockholders Agreement dated as of May 30, 2008 on file with the Secretary of the Company" and (ii) "The shares represented by this certificate are subject to repurchase by the issuer upon the occurrence of certain events set forth in that certain Stock Restriction Agreement dated as of May 30, 2008 by and between the issuer of the holder of such shares." See RFA ¶¶ 83-84; Takigiku Depo. I at 155:12-159:01, 168:01-170:07 and Exhibit 10 attached hereto.

17. The Stockholders Agreement provided protection to the closely-held, start-up Company, and the Company's stockholders. Among other things, the Stockholders Agreement

[3] "Shares" is defined in the Stockholders Agreement as "shares of Common Stock [of Charleston] now or hereafter owned" (hereinafter referred to as the "Shares") by a "Founding Stockholder," which is defined as G. Paul Bosse III ("Bosse"), John F. Ameling ("Ameling"), Schachtel, Takigiku, Ryan Baker ("Baker") and Chris Godwin ("Godwin") (hereinafter, the "Founding Stockholders"). [DE 34-1, Opening Paragraph & § 1.1(a)]. As stated both in the Stockholders Agreement and the SRA, 210 shares of Charleston common stock originally were issued to Takigiku.

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provided Restrictions on Transfer of Stock (Article 1), Certain Rights to Purchase (Article 2), Co-Sale and Drag-Along Rights (Article 3) and Management provisions (Article 4). See DE 34-1 Bosse Aff. ¶ 8. In particular, the Stockholders Agreement gives the Company the right to repurchase "any or all" of the Common Stock "now or hereafter owned" by the Founding Shareholders at "the Fair Value of the Shares to be purchased on a fully diluted basis, calculated on the basis of the Company as a going concern," as "determined by the Board of Directors of the Company, in good faith in the exercise of its reasonable business judgment," upon the occurrence of certain events. See DE 34-1 at ¶¶ 2.2 and 2.4(i); RFA ¶ 82; Takigiku Depo. I at 238:04-08, 239:12-18, 249:08-13, 249:22-250:04.

18. The SRA was tied to Takigiku's employment with the Company and gave the Company the right to repurchase "Restricted Shares" set forth on Schedule A to the SRA at a *predetermined* nominal price of $0.01 per share in the event that prior to May 30, 2011, Takigiku either (1) resigned or otherwise voluntarily terminated his employment with the Company or (ii) was terminated For Cause (as defined in the SRA). See DE 36-2; RFA ¶ 80; Takigiku Depo. I 237:19-22, 248:13-24.

19. The SRA was beneficial to Takigiku because it qualified him for favorable tax treatment under Section 83(b) of the Internal Revenue Code of 1986, and set forth the schedule by which the Fair Value of Takigiku's shares of common stock were to be earned over time. DE 36-3; Bosse Depo. at 35:22-36:07, 41:16-42:02, 159:11-22; Takigiku Depo. II at 299:08-18, 313:05-314:21 and Ex. 72 and 75, attached hereto as **Exhibits "11" and "12,"** respectively.

20. It is undisputed that the Company could repurchase any or all of the Shares for Fair Value under the Stockholders Agreement, including those that were no longer subject to repurchase pursuant to Schedule A of the SRA. See RFA ¶ 82. Specifically, Takigiku testified:

Q: Okay. So can we agree that Schedule A to the Stock Restriction Agreement does not contain the word "vest" or "vesting"?

A: Yeah. I can't find it.

Q: You can't find it because it's not there, correct?

A: Must be.

Q: Okay. Would you agree that the Stock Restriction Agreement gave the company the ability to buy back certain shares at a penny per share, giving

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you the ability to earn fair value of the shares over time and to take advantage of an 83(b) election?

(MR. LONG: Objection to the form, calls for a legal conclusion.)

A: Yeah. I'm not an attorney, but I would agree that the Stock Restriction Agreement allows the company to buy back certain amounts of shares.

Q: It could buy back those certain amount of shares at a predetermined value of one penny per share, correct?

A: Correct.

Q: The Stockholders Agreement, on the other hand, allowed the company to buy back any or all of your shares, correct?

A: I believe that language is in the Stockholder Agreement, yes.

Q: Okay. So the company could repurchase any or all of your shares for fair value under the Stockholders Agreement, true?

A: That is what is stated in the Stockholder Agreement, yes.

Q: And the Stockholders Agreement was executed contemporaneously with the Stock Restriction Agreement, true?

A: They were both signed on the same date.

Q: And they're both referenced on your stock certificate, correct?

A: I assume it is, since I don't remember what was on the back of that stock certificate, but, yes, they're both mentioned in what I was presented as exhibit whatever it was.

...

A: That the Stock Restriction Agreement, as I understand it, permits the company to buy back a certain limited number of shares at a penny.

Q: So what happens to the shares that it can no longer buy back at a penny?

A: They're mine.

Q: They're irrevocable? They can't buy them back at all for any reason?

A: I imagine that would be covered by the Shareholder Agreement.

Q: Well, we've already established the Shareholder Agreement says the company can repurchase any or all of your shares for fair value, correct?

A: Yeah. Well, that's what it says.

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See Takigiku Depo. I at 236:24-238:20, 248:21-249:12.

Charleston Labs Effects a Forward Split in September 2008

21. Pursuant to Article Fourth of the Amended and Restated Certificate of Incorporation of the Company filed with the Secretary of State of the State of Delaware on September 25, 2008 (the "Charter Amendment"), the 210 shares of common stock of the Company issued to Takigiku were converted into and automatically became 420,000 shares of common stock of the Company upon consummation of the 2,000 to 1 forward split (the "Forward Split"). See Bosse Aff. ¶ 11.

22. The original Stock Certificate No. 12 representing the 210 shares of common stock of the Company originally issued to Takigiku was returned to the Company and marked "cancelled" in connection with the Forward Split and the preparation of Stock Certificate No. 14. Id. ¶ 12.

23. The original Stock Certificate No. 14 representing the 420,000 Shares into which the original 210 shares were converted in the Forward Split remained in the Company's possession, and thus, Takigiku does not have any Charleston stock certificates in his possession. Id. ¶ 13; RFA ¶ 85.

24. On September 26, 2008, the Company executed the Series A Stock Purchase Agreement, attached hereto as **Exhibit "13."**

Takigiku Is Fired in March 2010 "For Cause" and His Shares Are Repurchased Pursuant to the Stockholders Agreement

25. In March 2010, Bosse was the Company's sole director. See Bosse Aff. ¶14.

26. Among the events triggering the Company's repurchase rights under the Stockholders Agreement are "the Terminating Founding Stockholder who is an employee ceases to be, for any reason, an employee of the Company" and/or "the Terminating Founding Stockholder sells, pledges, encumbers, hypothecates or otherwise transfers any interest in, or purports to sell, pledge, encumber, hypothecate or otherwise transfer any interest in, any of his or her Shares, except as permitted by and in full compliance with the terms of this Agreement." See DE 34-1 ¶¶ 2.2 (a)(i) and (v), respectively.

27. While employed by Charleston, Takigiku transferred or purported to transfer his Shares or his interest in his Shares to PrimeDP, a subsidiary of SIDIS Corp. LLC. See DE 34

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¶22; Equity Transfer Agreement between Takigiku and PrimeDP dated February 2009, attached hereto as **Exhibit "14."**

28. Takigiku subordinated the interests of Charleston to those of SIDIS and the SIDIS-related entities. See RFA ¶ 61; Takigiku Depo. II at 351:11-352:05.

29. While Takigiku was an employee and officer of Charleston, he executed an Employment Agreement dated October 16, 2009, attached hereto as **Exhibit "15,"** with Bexion, which included a commitment to dedicate 100% of his business time and efforts to Bexion-related work. See DE 34 ¶22. Takigiku failed and refused to disclose to the Company's Board of Directors his conflicting agreement with Bexion to devote 100% of his business time to Bexion. See RFA ¶ 96; Takigiku Depo. I at 25:02-06.

30. Takigiku totally abandoned Charleston-related work beginning in or around October 2009 and continuing until the termination of his employment in March 2010. Takigiku Depo. II at 352:02-05.

31. As a result of these acts, and others, Takigiku's employment with the Company was terminated "for Cause" in March 2010. See DE 34 ¶¶ 21-22; Bosse Aff. ¶ 15; Takigiku Depo. I at 21:04-06, 193:21-23.

32. On March 19, 2010, the Company sent and Takigiku received a letter informing him of his termination for Cause (the "Termination Letter"). See RFA ¶ 67; Bosse Aff. ¶ 16.

33. By the resolutions reflected in the Minutes of Meeting of the Board of Directors dated March 22, 2010, the Board of Directors of the Company (the "Board") determined that the Fair Value (as defined in and calculated in accordance with the Stockholders Agreement and hereinafter referred to as the "Fair Value") of the shares of common stock of the Company held by Takigiku was "$0.01 per pre-capitalization share or $0.000005 per fully-diluted share of Common Stock" (the "Fair Value Board Consent").[4] See Bosse Aff. ¶ 17.[5]

34. Thereafter, by letter dated March 26, 2010, the Company exercised its rights pursuant to the Stockholders Agreement to purchase all of Takigiku's Shares for Fair Value, as defined and calculated in accordance with the Stockholders Agreement (the "Tender Letter").

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[4] "Pre-capitalization share" is a reference to the original 210 shares issued to Takigiku and "fully-diluted share" is a reference to the 420,000 shares owned by Takigiku post-Forward Split.

[5] The Expert Report of Daniel R. Van Vleet, ASA dated June 28, 2016 (the "Expert Report") confirms that the Fair Value, as determined by the Board, was paid to Takigiku. See Charleston's Expert Disclosure, at ¶¶ 21-22, 73, 81, attached hereto as **Exhibit "16."**

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See DE 34 ¶24-27; DE 34-3; RFA 68; Bosse Aff. ¶ 18; Takigiku Depo. I at 231:12-20, 247:12-14 ("A: At the time that Mr. Bosse sent me a letter, t**he March 26, 2010 letter, attempting to repurchase all shares for $2.10.**") (emphasis added).

35. Pursuant to the Tender Letter, the Company delivered and Takigiku received a check for $2.10, which the Company tendered as the Fair Value for Takigiku's equity. See DE 34-3 (redacted); RFA ¶ 69; Takigiku Depo. I at 233:11-20; Bosse Aff. ¶ 18.

36. In accordance with the Stockholders Agreement, the Company provided notice to the Founding Stockholders that the Board of Directors of Charleston had determined that the Fair Value (as defined in the Stockholders Agreement) of the shares then held by Takigiku was $2.10, and that by letter dated March 26, 2010, the Company exercised its rights pursuant to the Stockholders Agreement to purchase all of Takigiku's Shares for Fair Value. See Bosse Aff. Ex. E and G; Affidavit of Chris Godwin ("Godwin Aff."), attached as **Exhibit "17,"** at ¶ 5.

37. The Termination Letter and Tender Letter, respectively, also separately attempted to enter into a mutually acceptable severance agreement with Takigiku related to his employment services, non-disparagement and confidentiality, as set forth in an attached Stock Redemption and Settlement Agreement (the "Settlement Agreement") which was never executed by Takigiku. The second paragraphs of the Termination Letter and Tender Letter, respectively, together with the Settlement Agreement and its attachments, were intended to be a privileged settlement negotiation having no impact on the Company's repurchase of the Takigiku Shares pursuant to the Stockholder's Agreement, and therefore, are not relevant to this action. See Bosse Aff. ¶ 19; Bosse Depo. at 65:19-66:18, 77:08-13, 80:14-23, 109:05-18, 114:20-116:02, 116:13-25, 125:17-126:01; Takigiku Depo. I at 259:08-16 ("Q: Do you know what Mr. Bosse meant by that last sentence [in the March 26, 2010 letter]? A: I have no idea but I was waiting for it. Q: You were waiting for what? A: I don't know. Whatever he meant. Q: So we would have to ask Mr. Bosse what he meant, correct? A: I assume so.")

38. In connection with the Company's exercise of its repurchase rights, Section 2.4(i) of the Stockholders Agreement provides that "[i]f [Takigiku] fail[s] to notify the company within 15 days after the date of such notice of [his] objection to the proposed Fair Value, then the Fair Value proposed in the Company's notice shall be binding and conclusive." See DE 34-1.

39. Takigiku failed to object to the Fair Value determination of the Board within 15 days of March 26, 2010. See Takigiku Depo. I at 258:08-260:12.

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40. The original Stock Certificate No. 14 representing the 420,000 shares of common stock of the Company into which the original 210 shares of common stock of the Company issued to Takigiku were converted in the Forward Split was marked "cancelled" in connection with the Company's repurchase of such shares. See Bosse Aff. ¶ 20.

41. The Company's repurchase of Takigiku's Shares was reflected in the Company's Stock Ledger when next updated, on March 15, 2011, effective as of March 26, 2010. See Bosse Aff. ¶ 22.

42. Takigiku did not receive any information from Charleston after March 2010 and he took no action until 2015. See Takigiku Depo. I at 258:15-17, 263:17-265:06.

Charleston's Valuation as of March 2010

43. In March of 2010, Charleston was an early-stage start-up company with one prototype product in development (CL-108) that was six to ten years away from being commercially viable. See Takigiku Depo. II at 303:03-23.

44. Both in June 2008 (when Takigiku joined the Company) and March 2010 (when he was terminated), the Company had: (i) no products approved by the FDA; (ii) no issued patents; (iii) no customers; (iv) no revenue and no expectation of revenue within the next year; (v) no sales force; and (vi) significant debt. Id. Takigiku Depo. II at 306:06-308:06, 309:20-310:09.

45. The ***sole*** fact relied upon by Takigiku in support of his Eighth Affirmative Defense that Charleston failed to pay Fair Value for his shares in March 2010 is a ***Draft*** Summary of Terms and Conditions of Series B Preferred Stock, Charleston Laboratories, Inc., February 2010 (the "Draft Term Sheet"). See Takigiku Depo. II at 330:06-14; 331:15-24.

46. The Company never raised capital based on the terms of the Draft Term Sheet and was unable to raise additional capital through the issuance of the Series B Preferred Stock until 2012. See Bosse Aff. ¶ 23.

Takigiku Demands to Inspect Charleston's Books and Records

47. More than five years after Takigiku's termination, in September 2015, Takigiku, through his attorney, made a demand on Charleston to inspect Charleston's books and records. See DE 34 ¶28; DE 34-4; Takigiku Depo. I at 263:17-265:06.

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Dated: July 25, 2016

Respectfully Submitted,

By: s/ Bridget Ann Berry

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by CM/ECF this 25th day of July, 2016 to: Eric T. Salpeter, Esq. (eric@salpetergitkin.com) and Joseph H. Rose, Esq. (joe@salpetergitkin.com), SALPETER GITKIN, LLP, One E. Broward Blvd., Ste. 1500, Fort Lauderdale, FL 33486; Jeffrey A. Long, Esq. (jlong@braylong.com) and Charles J. Bridgmon, Esq. (cbridgmon@braylong.com), BRAY & LONG, PLLC, 2820 Selwyn Ave., Suite 400, Charlotte, NC 28209.

By: s/ Bridget Ann Berry

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CONFIDENTIAL

CHARLESTON LABORATORIES, INC.

STOCKHOLDER LEDGER

COMMON SHARES

Last Update 3/15/2011

Stock Cert.#	Date	Stockholder	# of Shares	Consideration	From Whom Transferred or Original Issue (Cert # Referenced)	Date Certificate Surrendered	No of Shares Transferred	To Whom Transferred/Cert.# Referenced
12	5/30/2008	Ray Takigiku	210		Original issue	9/25/2008 - Per 2,000:1 stock split	210	Ray Takigiku / Cert #14
Authorized to issue 8,000,000 shares Common Stock; par value $0.001 (9/25/2008)								
13	9/25/2008	G. Paul Bosse, III	3,600,000	Transfer per stock split	G. Paul Bosse, III (Cert # 6)			
14	9/25/2008	Ray Takigiku	420,000	Transfer per stock split	Ray Takigiku (Cert # 12)	3/26/20 0 per Article 2 of the Stockholders' Agreement dated May 30, 2008	420,000	Repurchased by the Corporation
15	9/25/2008	John Ameling	270,000	Transfer per stock split	John Ameling (Cert # 9)			
16	9/25/2008	Bernard P. Schachtel	720,000	Transfer per stock split	Bernard P. Schactel (Cert # 11)			
17	9/25/2008	Ryan Baker	540,000	Transfer per stock split	Ryan Baker (Cert #7)			
18	9/25/2008	Chris Godwin	180,000	Transfer per stock split	Chris Godwin (Cert # 8)			
19	9/25/2008	John Ameling	270,000	Transfer per stock split	John Ameling (Cert # 10)			
TOTAL # OF SHARES OUTSTANDING			5,580,000					

WBD_CHLA5001135

wcsr 3928963

EXHIBIT 69

PENGAD 800-631-6989

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	9TH JUDICIAL CIRCUIT

- - -

CHARLESTON LABORATORIES, INC., Plaintiff, vs. WOMBLE, CARLYLE, SANDRIDGE & RICE, LLP, Defendant.	CASE NO. 2017-CP-10-3768

VIDEOTAPED DEPOSITION OF DR. GREGORY B. ADAMS, ESQ.

DATE TAKEN: Wednesday, March 13, 2019

TIME BEGAN: 9:48 a.m.

TIME ENDED: 1:11 p.m.

LOCATION: Bland Richter, LLP
Peoples Building, Mezzanine Level
18 Broad Street
Charleston, South Carolina

REPORTED BY: Marie H. Bruegger, RPR, CRR
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ALSO PRESENT:

Doug White, Legal Videographer

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I N D E X

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- - -

THE VIDEOGRAPHER: My name is Doug White of EveryWord, Inc. The date today is March 13, 2019, and the time is 9:48.

This deposition is being held at Bland Richter, located at 18 Broad Street, Charleston, South Carolina. The caption of this case is Charleston Laboratories, Inc., versus Womble, Carlyle, Sandridge & Rice, LLP. The name of the witness is Gregory B. Adams.

At this time will the attorneys please identify themselves and the parties they represent, after which our court reporter, Marie Bruegger, of EveryWord, Inc., will swear in the witness, and we can proceed.

MR. RICHTER: Ronnie Richter for the plaintiff.

MR. JORDAN: Will Jordan and Ben Gooding for the defendant.

THE VIDEOGRAPHER: Please swear the witness.

DR. GREGORY B. ADAMS, ESQ.

being first duly sworn, testified as follows:

EXAMINATION

BY MR. JORDAN:

Q Good morning, Dr. Adams.

A Good morning, Mr. Jordan.
Q Good to see you again.
A It's a pleasure always.
Q And we're starting ten minutes early, which might be unprecedented in the deposition world, at least for me, so thank you. Thank you for being here and all of us being on time and early.

We've met before, but my name is Will Jordan. I represent the defendant, Womble Carlyle, in this litigation brought by Charleston Labs.

I know that this is not your first deposition by any means, but just as a reminder, please ask me for any clarifications, definitions or explanations of any of the words, questions, or documents that are presented to you during the course of your deposition. Is that your understanding and okay with that?
A Yes.
Q Okay. Dr. Adams, what did you do to prepare for today's deposition?
A Well, I have been working on this case since several months before it was -- it was filed. When this deposition was first discussed, I began asking plaintiff's counsel for additional

information, and I began reviewing that additional information, trying to get an orderly, organized picture of what discovery had been done and with a particular focus on the testimony at the depositions of the two Womble Carlyle lawyers.

Q That would be Dean Rutley and David Baddour?

A Yes.

Q You said that when this deposition was discussed or was being noticed, you reached out to plaintiff's counsel for some additional information. In addition to the testimony of the Womble lawyers, was there any additional information that you sought at that time?

A Yeah. I asked them for deposition transcripts, for documents. I reviewed a number of emails. I obtained from them some of the pleadings and information in the underlying federal court case and obtained some of that myself off of Pacer. Generally, you know, looking at documents that were executed, drafts of documents, emails, as well as the testimony of the two lawyers, trying to put together a picture of how the events flowed, what was done, what was said, what was communicated. I believe -- excuse me.

Q Sure.
A I believe there's a complete picture of everything that I have that I supplied to you in response to the subpoena, so that would be a more precise, detailed answer to the question.
Q Okay. In addition to reviewing documents that you've just discussed, and I understand that you've met with -- or I assume you've met with plaintiff's counsel a couple of times throughout the course of this litigation, did you meet with Mr. Richter and Mr. Mongillo for the purpose of preparing for your testimony today?
A Yes.
Q Okay. And when did you meet with them?
A Yesterday.
Q Okay. Was that Mr. Richter or Mr. Mongillo?
A Yesterday was -- no, I think it was Monday, actually.
Q And who did you meet with?
A Both Mr. Richter and Mr. Mongillo.
Q And about how long did that meeting last?
A Hour and a half, maybe.
Q Did you review any documents during that meeting?

A Yes.

Q Do you recall what documents you reviewed?

A Not specifically. I mean, I know we looked at the SRA and the SHA. We looked at some emails. The emails were focused around the time of Dr. T's discharge and the repurchase of his shares. I think that was more of our focus than earlier at the time of the drafting of the SRA and SHA and the issuance of the shares.

Q Did you review any deposition transcripts yesterday?

A We did not.

Q Did you discuss any of the testimony that has been previously offered in this case?

A I believe we did just to -- the one thing that sticks out is I know that we discussed the former Womble lawyer who's now general counsel of -- his name escapes me, general counsel of Charleston Labs.

Q George Scott?

A George Scott. We discussed one thing he had said in his deposition. I don't remember. I'm sure that we discussed some other things, but I don't recall precisely what it was.

Q What did you discuss that was -- that Mr. Scott had testified to in his deposition?

A I don't remember exactly what it was because it really wasn't -- it didn't stick in my mind because it wasn't relevant to the opinions I was forming.

Q Was anybody else at the meeting that you had with Mr. Richter and Mr. Mongillo on Monday, either in person or by telephone?

A No.

Q Other than that meeting for about -- I think you said about an hour and a half on Monday, have you met with attorneys for Charleston Labs for the purpose of preparing for today's deposition at any other times?

A Well, I would certainly say that the meeting we had a month, six weeks before that where Mr. Mongillo and I sat down was, generally speaking, for the purpose of preparing for this deposition.

As you know, the work of an expert in a case like this tends to fall into three specific time periods: There's the initial work that leads up to the affidavit to the company's complaint, there's the work that leads up to the deposition,

and then there's the work that leads up to the trial.

Q Okay. Have you reviewed the depositions of Mr. McWilliams or Mr. Crystal, who are the plaintiff's -- the defendant's experts in this case?

A No, I have not. My understanding is that those transcripts are not available yet.

Q Did you discuss their testimony with Mr. Richter or Mr. Mongillo?

A In general terms.

Q Do you recall what they told you about their testimony, about Mr. -- sorry. Let me start that over.

Do you recall what Mr. Richter or Mr. Mongillo told you about defendant's experts testimony?

A Generally speaking, I do, not specifics. But generally speaking, I believe that Mr. Crystal's opinion was that it was fine to have two different documents dealing with the same subject, each with a merger clause, without any cross-reference or any specific provision as to when the provision of one agreement would be applicable or control or be available to the

company and when the other provision would be. He saw no problem with that is my understanding. And again, this is general terms, not having read his actual testimony.

Q I understand.

A And beyond that, I really don't remember. I'm sure we talked about what his opinion was about the way the rights of Charleston Labs were invoked in terminating Dr. T and repurchasing his shares, but I don't recall specifically what Mr. Crystal's opinion about that was, other than a general sense that it was very, very helpful to the defendants and opposed to the positions taken by the plaintiff in the complaint.

Q Dr. Adams, do you recall when you were first contacted to provide expert witness testimony in this case?

A I do not, but that date should be available from the statements that I furnished you in response to the subpoena.

Q And do you recall who contacted you about assisting in this case?

A Yes. It was Mr. Richter.

Q What did Mr. Richter tell you about the case when he first contacted you? Do you recall?

A In general terms, I recall that he said that -- he told me a little bit about Charleston Labs and their business and their history up to that point, that they had been founded in Charleston, that they later had moved to Florida, that they were -- he told me a little bit about the nature of their business, the idea that they had of creating a new drug, although I don't know that we got into the details of it, of it being a way to combine antinausea medications.

Talked about -- a little bit about the fact that in bringing on board the initial key executives, that there were two contracts entered into that dealt with the company's rights to repurchase the shares in certain events, that each of them had a merger clause, and they didn't cross-reference each other.

Talked generally about the fact that ultimately there was a dispute with a -- with one of the initial shareholder employees. He was fired, and his shares were repurchased, and then a few years later, he filed a -- no. A few years later, there was a DJ action filed, and that ultimately the company prevailed in the DJ action after having spent over a million dollars on that

litigation.

I think I knew it from the outset that -- about the DJ action, about the company prevailing, and about the damage claim being the amount of expenditures they had to make in order to obtain the favorable declaratory judgment.

Q And did you understand those damages to include a settlement that had been paid to the terminated executive?

A I know that now, but I probably did not understand that at the outset.

(Defendant's Exhibit 14, Invoices to Bland Richter from Dr. Adams, were marked for identification.)

BY MR. JORDAN:

Q Some of these exhibits will be out of order in number-wise, but bear with me. This has been marked as Exhibit No. 14. Is this a copy of the invoices that you have submitted to plaintiff's counsel for your work in this case?

A Yes. I believe these are all of them.

And I just noticed something, to go back and correct an answer. Looking at the first invoice in the details, which runs from most recent to earliest, on April 17th, 2017, it shows that I

had an eight-minute phone call with Eric Bland, Mr. Richter's partner, and then spent 14 minutes reviewing an email that he had sent me. I followed up the next day with a case review, so I would expect that that email would have been some documents.

So the answer was incorrect about -- it was not Mr. Richter who contacted me initially, it was Mr. Bland.

Q That's fair enough. Do these invoices accurately reflect the amount of time that you've worked on this case?

A Yes.

Q And I noticed I believe the last date for work we have is on the last page of this exhibit which shows January 28th of 2019. Is that correct?

A Yes.

Q Do you know how much time you have spent on this case since January the 28th of 2019?

A No.

Q Have you submitted any additional invoices to plaintiff's counsel yet?

A No.

Q Do you intend to submit additional invoices to plaintiff's counsel?

A Yes.

Q Do you know -- in the month and a couple of weeks since the 28th of January, would you estimate you've worked more or less than ten hours on this case?

A I'm certain it's more than ten hours.

Q Okay. What about 20 hours?

A I really don't know. Ten hours is easy. I know that I've worked more than that getting ready for the deposition.

THE WITNESS: I was trained well by a long line of court reporters not to take their exhibits home. That's a phone call I never want to get again.

(Defendant's Exhibit 2, Affidavit of Expert Opinion, was marked for identification.)

BY MR. JORDAN:

Q Dr. Adams, I've handed you what's been marked as Exhibit No. 2, and is this a document that you recognize?

A Yes, it is.

Q Is this the affidavit that you submitted with the complaint in this matter?

A It appears to be. Let me thumb through

it and make sure that your photocopier got all the pages. Yes, it is.

Q And it looks like on the last page that you were looking at, it was signed on July 7th of 2017. Is that correct?

A Yes.

Q And if you look at your invoices again, Exhibit No. 14 over there, it looks like the first invoice that you submitted would have basically been for your work up through the signature -- the signing of your affidavit. Is that accurate?

A Yes.

Q And then the remaining invoices would be work that you've done since executing your affidavit in order to further assist in the case. Is that correct?

A Yes.

Q Did you review a draft of the complaint before it was filed?

A I did.

Q And did you make any suggested revisions to the complaint?

A I don't know whether I did or not. It's possible that I had a conversation with Mr. Bland or Mr. Richter and indicated that something in the

draft complaint was worded in a way that I didn't find clearly informed me of what I needed to know in order to prepare the affidavit that the statute required, but that's -- I don't know whether that happened or not. It does sometimes.

Q Okay. Do you recall making any substantive changes to the allegations of the complaint --

A No.

Q -- or suggesting any substantive --

A No. Let me -- let me answer that more clearly. No, I did not do that. I do remember that I did not do that.

(Defendant's Exhibit 12, Email Chain Ending in a 7/7/17 Email to Adams from Richter, was marked for identification.)

BY MR. JORDAN:

Q Dr. Adams, this has been marked as Exhibit No. 12. This is an email that you produced in response to the subpoena that we served you in this matter. This is an email chain between you and Mr. Richter. Is that correct?

A Yes.

Q And if you look at the bottom email on July 5th of 2017, Mr. Richter writes to you: Greg,

are you stopping by this morning with the affidavit? And the next day, you respond, and you say: Still waiting for the answer to the question we discussed.

Do you recall what question that was that you were referencing?

A No.

Q Do you recall if there was information that you were waiting to receive that you needed to review before you could sign your affidavit?

A I do not recall what this was about.

Q And Mr. Richter responds and says -- the next day, July 7th, and says: I'll call you this morning.

Do you recall having a call with Mr. Richter around that time and what the subject of that call was?

A I do not recall having a call or what the discussion was about. I'm certain we had the call because I subsequently executed the affidavit, completed it and executed it.

Q Dr. Adams, what is your rate for this case?

A $675 an hour.

Q And that increased at some point during

the pendency of this litigation. Is that correct?
A Yes.
Q And was that a -- did it increase from 600? Is that what I saw?
A I believe that's right.
Q Okay. And is that just a standard increase that you implemented in all of your engagements?
A Yes. It would have been January 1st, 2018, that my rate went up across the board.
Q Are you receiving any other form of compensation related to your engagement in this matter?
A No.
Q Have you been engaged to serve as an expert witness for Bland Richter in any other cases?
A Yes.
Q How many times?
A I don't know.
Q Do you know whether it's more or less than five?
A It's more than five.
Q Do you know if it's more or less than ten?

A It's more than ten.
Q Do you know if it's more or less than 15?
A I don't know that.
Q Have you ever -- in the engagements that you've served as an expert for Bland Richter, have all of those engagements been legal malpractice matters?
A No.
Q What other types of matters have you served as an expert for Bland Richter?
A There have been some corporate matters. I don't know for sure. There may have been some that involved contract disputes.
Q Have you ever served as an expert witness in a case in which Bland Richter represented the opposing party?
A I don't recall one.
Q You should try it sometime. It's pretty fun being opposed to these guys.
A I imagine it would be.
Q They keep you sharp.
(Defendant's Exhibit 1, Subpoena, was marked for identification.)
BY MR. JORDAN:
Q Dr. Adams, this has been marked as

Exhibit No. 1. Is this a copy of the subpoena that was served on you for this deposition and for your file?

A Yes, it is.

Q And if you look at Exhibit A of the subpoena -- it's the last page -- it's a list of documents that we requested from you. Have you produced all the documents identified on this list that you have?

A Yes.

Q And have you, to your knowledge, received any additional documents from plaintiff's counsel since responding to our subpoena?

A Yes.

Q Do you know what those documents are that you've received in addition?

A Not specifically.

Q Exhibit 2 over there is your affidavit, Dr. Adams.

A Yes.

Q Does this affidavit accurately reflect the opinions you intend to give at trial in this case?

A I think it does in general, but there may be some specifics in which my opinions have evolved

as I have learned more, reviewed more evidence, become more familiar with the case.

Q Are any of the opinions that you have expressed in this affidavit inaccurate as of your current opinion?

A I don't think so, but let me look to make sure. The opinions that I expressed in this affidavit do accurately reflect my opinions today.

Q And I understand your testimony that the general opinions you've offered may -- you may have developed some more specific opinions as you've reviewed information in this case. Are there any subjects that you intend to offer an opinion on in this case that are not addressed in your affidavit?

A Not that I can think of as we sit here today.

Q Did you write this affidavit?

A Yes.

Q Did anyone assist you in writing it?

A No.

(Defendant's Exhibit 3, Curriculum Vitae, was marked for identification.)

BY MR. JORDAN:

Q You have in front of you, Dr. Adams, what's been marked as Defendant's Exhibit No. 3,

and is this an accurate and up-to-date copy of your CV?

A It is. It's dated the 1st of this month.

Q I'm going to ask you a couple of questions about your experience here. Have you ever drafted a shareholders or a stockholders agreement for a client?

A Yes.

Q When was the last -- how many have you drafted for clients?

A Probably eight or ten.

Q When was the last time you drafted one for a client?

A It was in Louisiana when I was practicing in the 1970s.

Q And that's with this Breazeale, Sachse & Wilson law firm?

A Yes.

Q Have you ever drafted a stock restriction agreement for a client?

A Yes.

Q Can you estimate how many of those you've drafted?

A I'm not sure I ever drafted a separate stock restriction agreement, but there were stock

restrictions in many of the shareholder agreements that I drafted. I don't recall any circumstance that would have suggested to me and the partners of the firm that separate agreements were desirable.

Q So of the eight or ten stockholders or shareholders agreements that you've drafted, your recollection is that some of those included stock restriction language. Is that correct?

A Yes.

Q But you don't ever recall having drafted a separate agreement that was a stock restriction agreement, correct?

A Correct.

Q Have you ever advised a client concerning its rights under a stockholders or shareholders agreement?

A Yes.

Q Do you recall how many occasions you've had to do that?

A Probably a couple of times where I directly dealt with the client and maybe a handful of other times where I was the associate who did the review and the analysis, met with the partner, and we jointly met with or communicated with the client.

Q And would that have -- would all of those occasions taken place in your private practice experience in Louisiana?

A Yes.

Q Have you ever advised a client concerning its obligations under a stockholders or shareholders agreement?

A Yes. I would expect each of the occasions that I referenced in my answer to the preceding question would have involved that as well.

Q And that would have been during your time as an attorney in Louisiana, correct?

A Yes.

Q Have you ever advised a client concerning its rights under a stock restriction agreement or the stock restriction language that you provided in a stockholders agreement?

A Yes. I'm sure those issues were involved in the times that we were advising a client regarding a shareholder agreement that contained restriction language.

Q Would those occasions have also taken place during your private practice time in Louisiana?

A Yes.

Q Have you ever represented a company trying to obtain private equity financing or venture capital financing?

A I do not recall whether any of the companies, the startup companies we were representing, were engaged in that. Back at that time, it was far less common, so probably not, but I can't be sure.

Q Looking at your resume, is your private practice experience at Breazeale, Sachse & Wilson in Baton Rouge from 1973 to 1975, is that the extent of your private practice experience?

A No. Actually, the two years following that, while I was a professor at Southern University, I continued to do some private practice. There were several matters that the law firm asked me to continue to play a role in in association with them, and there were some matters that I handled on my own as a sole practitioner part-time.

Q Is Southern University School of Law in Baton Rouge?

A Yes.

Q Other than the time period 1973 to 1977,

have you been engaged in any private practice of law?

A I am currently advising a client, but during the entire time when I was a full-time member of the faculty at the University of South Carolina School of Law, I did not engage in the practice of law.

Q Are you currently advising a client regarding issues related to stockholders agreements or stockholders restriction agreements?

A No.

Q Have you ever met Paul Bosse?

A No.

Q Have you ever spoken to him?

A No.

Q Have you ever emailed with him or communicated with him in any way?

A No.

Q Have you ever met George Scott?

A No.

Q Have you ever spoken with him?

A No.

Q Have you ever emailed or communicated with him in any way?

A No.

Q Have you ever met Bridget Berry?
A No.
Q Have you ever spoken with her?
A No.
Q Have you ever emailed or communicated with her in any way?
A No.
Q Have you ever met or do you know any of the other lawyers at Greenberg Traurig that represented Charleston Labs in the Florida matter?
A No.
Q Have you ever met or spoken with David Baddour or Dean Rutley?
A No.
Q If you'll flip over -- sorry. Back to Exhibit 2, your affidavit. If you will flip to Page 10. Page 10 carrying on to Page 11 of your affidavit includes a list of documents that you relied on in reaching the opinions that you expressed in your affidavit. Is that correct?
A Yes, it does.
Q And these documents, in addition to the documents that you've provided in response to my subpoena, those are the documents that you've reviewed in this matter. Is that correct?

A No. There have been other documents I've reviewed, the ones that I received after --

Q Since responding.

A -- responding to the subpoena.

Q Okay. Have any of the additional documents that you've reviewed after executing this affidavit changed any of your opinions related to this case?

A No.

(Defendant's Exhibit 13, Email Chain Ending in a 3/5/19 Email to Blackmer from Adams, was marked for identification.)

BY MR. JORDAN:

Q This is Exhibit No. 13, which was part of your response to our subpoena in this matter. If you look at the bottom of the first page, there is an email from Larry Blackmer to you on March 4th of 2019. Do you see that?

A Yes.

Q And Mr. Blackmer says: Dr. Adams, please find a link to a ZIP file containing the documents you requested via voicemail this morning.

Do you recall what documents you requested via voicemail on the morning of March the 4th?

A No, I don't.

Q Do you recall what it was that led you to reach out to plaintiff's counsel for additional documents?

A It would have been my review of the materials that I had that suggested to me other documents that I needed to review to have a more complete picture.

Q But you don't recall what the documents themselves were?

A I do not. I can tell you, though, that since I sent you all the documents that I had at the time I responded to the subpoena, and obviously that was after this occurred, those documents would have been included in the ones that you have.

Q Okay. Are there any documents that you've asked plaintiff's counsel for that you have not been provided?

A No.

Q Have you reviewed Dean Rutley's deposition in this case?

A Yes.

Q Have you reviewed David Baddour's deposition?

A Yes.

Q Have you reviewed the 30(b)(6) deposition of Charleston Labs?

A I have briefly scanned it. I have not reviewed it carefully.

Q Have any of the depositions that you've reviewed in this case changed any of the opinions that you offered in your affidavit?

A No.

Q All right. Flip back to your affidavit, which is Exhibit 2. Page 1 of your affidavit, in Paragraph 1, you offer the opinion that Womble breached and failed to adhere to the standard of care required of lawyers. Is that correct?

A Yes.

Q What is the standard of care required of lawyers?

A It is what a -- what a reasonable South Carolina lawyer would do in that situation, exercising the care, the diligence, the knowledge, the judgment typically possessed by South Carolina lawyers in that situation. And in this case, since we're dealing with lawyers outside of state, it's broader than that, it's lawyers generally, although our courts usually refer to South Carolina lawyers in establishing the standard.

Q With respect to the preparation of corporate documents and corporate agreements for a client, what does the standard of care require a lawyer to do?

A It requires a lawyer to diligently determine what the client's goal and articulated desires are, to determine, in the lawyer's professional judgment, what the best means of achieving those goals, counseling the client, where appropriate, about things the client may not be aware of, either possible scenarios down the road that we're drafting the documents in anticipation of, or if a client doesn't seem to understand the law correctly, would have a duty to bring that to the client's attention to make sure that the client is giving informed instructions and that the lawyer is pursuing the desires of the client.

Standard of care requires the lawyer to exercise the knowledge typically possessed by lawyers in handling such matters to understand the role of the document, when the document may become important to the client, and to make sure the document is drafted in such a way as to reasonably serve the needs of the client in that eventuality.

Q I believe you said first that the

standard of care requires an attorney drafting corporate agreements for a client to understand the goal and desire of the client. Is that correct?

A Yes.

Q In your opinion, did -- in this case, did Womble satisfy that requirement?

A I believe so.

Q I believe you next testified that it's the attorney's role, in order to comply with the standard of care, to determine what is the best means of accomplishing the goals of the client. Is that correct?

A No, I don't think the lawyer has the duty to determine what the best means are, but reasonable means to achieve the client's goals.

Q And in your opinion, did Womble satisfy that requirement in this case?

A No.

Q And we'll talk about the particulars -- the particular areas which you believe Womble failed in in meeting that requirement.

Are your opinions about their failure to find a reasonable means to accomplish the client's goal, are they articulated in your affidavit?

A Yes.

Q I believe you also testified that it's the -- that in order to satisfy the standard of care, the lawyer is responsible for drafting the documents in a way that meet the client's needs. Is that correct?

A Yes.

Q And in your opinion, did Womble satisfy that requirement in this case?

A No.

Q And are your reasons for holding that opinion contained in your affidavit?

A Yes.

Q Okay, all right. Flip over to Page 3, please. In Paragraph (d) on this page, you state: The SHA and the SRA drafted by WCSR were inconsistent, and their relationship was unclear. Is that correct?

A Yes.

Q How were the SHA and the SRA inconsistent?

A They were inconsistent in that they provided two different mechanisms for the repurchase of shares of a shareholder, particularly the three shareholders who were governed by the SRA, without specifying the circumstances in which

the company had the right to exercise each of the approaches, each of the sets of rights.

Q Is it your opinion that the SRA and the SHA conflicted with one another?

A They conflicted in the sense that they create ambiguity as to the question of how the two repurchase rights are to be exercised, in what circumstances the corporation has a right to proceed under the SRA and what circumstances the corporation has a right to proceed under the SHA, whether the existence of the SRA right of repurchase in a contract that contains a merger clause is intended to have any effect upon the rights under the SHA which has a merger clause, and vice versa.

Q What did the merger clause provide?

A Well, it provides that -- it's a standard merger clause in both of these that provides that this is the final word on the subjects that are governed in it, it supersedes any prior agreements or promises or obligations that were discussed previously. It clearly articulates what happens with prior agreements. The law is clear what happens with subsequent agreements.

The problem that these two documents,

dealing with the same subject, exercised at the same time, presents is the question that the federal court had to resolve, how do -- how are these two to be read, and it leaves that unarticulated.

Q You mentioned the subject matter of the SHA and the SRA. What was the subject matter of these agreements?

A Well, the SHA was broader than the SRA, but they both dealt with the method by which the corporation was empowered to repurchase shares from one of the three shareholders that were governed by both documents, it provided the triggering circumstances under which the corporation would have a right to repurchase, it provided the -- which shares were subject to the right of repurchase, and they provided the purchase price or means of determining the purchase price for that repurchase.

Q Would you agree that the SRA and the SHA serve different purposes?

A In a narrow sense, that's true, but in a broader sense, they serve the same purpose, which is for the corporation to have control over the shares of shareholders who are leaving their

association with the corporation.

Q Is it accurate that the parties to the SRA and the parties to the SHA were not the same?

A Yes. There were three additional founding shareholders who were party to the SHA beyond the three who were parties to the SRA. The three who are parties to the SRA were parties to both documents, and, of course, crucial to this case and the events leading up to this litigation was the fact that Dr. T was one of those three who was a party to both the SHA and the SRA.

Q We started this topic with my question about your opinion that the SHA and the SRA were inconsistent, and their relationship was unclear, and I believe you testified that your opinion was -- your basis for that opinion was that the documents provided two mechanisms for the repurchase of shares.

Are there any other ways in which you contend that the SRA and the SHA were inconsistent or ambiguous?

A No. I think it focuses on the fact that they provide two means of repurchase, two rights of repurchase, that are -- that are different from each other in terms of what shares are covered,

what the triggering events are, what the price is.

MR. JORDAN: Any time anybody needs a bathroom or coffee or water break, just let me know.

(Defendant's Exhibit 4, Stock Restriction Agreement [WBD_CHLAB0019784-19787], was marked for identification.)

BY MR. JORDAN:

Q Dr. Adams, I've handed you Exhibit No. 4, which is the stock restriction agreement, what we've been calling the SRA.

Do you know who drafted the SRA?

A Mr. Baddour did, I believe.

(Defendant's Exhibit 5, Stockholders Agreement [WBD_CHLAB0019789-19807], was marked for identification.)

BY MR. JORDAN:

Q I'm going to go ahead and hand you what's been marked as Exhibit 5, which is a copy of the stockholders agreement which we've been calling the SHA.

Who drafted the SHA?

A Mr. Baddour did.

Q And are you aware that Charleston Labs represented to the court in Florida that Womble did

not draft the SHA?

A No, I was not aware of that.

Q Okay. If Charleston Labs made the representation in the Florida litigation that Womble did not draft the SHA, would it change your opinions in this case?

A No.

Q Why not?

A It doesn't change the fact that Womble did draft the SHA. I'm going to base my expert opinions on my understanding of the facts based on the evidence in front of me.

Q Let me ask you this: If Charleston Labs represented to the Florida court that Womble did not draft the SHA, would it change your understanding of the facts in this case?

A No.

Q And why is that?

A Because the position taken by lawyers for Charleston Labs in that litigation is a question of their understanding of the documents and the evidence and their strategy in representing their client.

Q So the representation -- so in your view in determining your opinions in this case, the

representations and allegations that Charleston Labs made in the Florida litigation is immaterial. Is that correct?

A I'm not sure that it's immaterial, but it certainly would not, in and of itself, change my opinion. What I suspect it will do is it will cause me to go look at that representation and compare what was represented to the court and the reason, if I can ascertain what their reason was, in making that representation, compare that to the evidence I have of what actually happened.

I mean, Mr. Baddour has admitted the facts from which I draw the conclusion that he drafted the SHA. What lawyers for Charleston Labs -- litigation lawyers for Charleston Labs subsequently in litigation in Florida say or represent doesn't affect what actually happened when these documents were drafted. We can't change who drafted these after they've been drafted and executed.

Q Would you agree that representations made by Charleston Labs' attorneys in filings in the federal court in Florida are the same as representations made by Charleston Labs?

MR. RICHTER: Object to the form.

THE WITNESS: I don't -- I think that's probably true, but I actually don't have the expertise to know off the top of my head the extent to which that's true and whether there are exceptions to that general principle that might apply.

BY MR. JORDAN:

Q If the testimony and the evidence that you were reviewing were to lead you to the conclusion that Charleston -- excuse me, that Womble did not draft the SHA, would it change your opinions in this case?

A It might. It would lead me to investigate, first and foremost, the question of whether, in drafting the SRA, Womble was aware of the terms of the SHA, whether, in advising the execution of the SRA, Womble contemporaneously advised the execution of the SHA, or whether Womble at least knew that the SHA -- that the company intended to have the SHA executed contemporaneously with the SRA. I mean, all of those things I would want to look carefully at with a new background to the genesis of the SHA to see what it was that Womble knew and when Womble knew it and what Womble did about it.

Q Let me ask you this: When you are formulating your opinions in this case, are you taking as true the allegations made by Charleston Labs, or are you conducting your own independent examination of the facts and evidence to reach your conclusions?

A I do two different things depending on what stage we are. At the time I'm drafting my affidavit of opinion to accompany the complaint, all I have are the well-pled allegations of the draft complaint and whatever documents are available to me to review.

I always look to the documents to see if they confirm or contradict the allegations because I always think that documentary evidence -- what the documents say, what the emails said when they were sent -- is a stronger source for me to conclude what likely happened.

Now, later, when we get to the point of preparing for and giving a deposition, I've now reviewed hundreds of documents, including drafts, I've seen how things evolved, I've seen what the parties -- not in the sense of the parties to the litigation, but the people involved in those events, what they've said under oath, what they

have said in emails, occasionally, if there's a voicemail, what they've said in a voicemail, and so now I've got a much wider source of information.

And quite often, my answer to the question have your opinions changed since the affidavit, the answer is yes, they've changed significantly, because I know a lot more. This case, I know more details, but that does not impact my opinions, it hasn't changed my opinions, maybe strengthened the degree to which I hold the opinions, but that's reflective of the fact that I had access to most of the key documents at the time in addition to the complaint.

Q Have you ever had an expert engagement in a legal malpractice case in which you drafted your affidavit, and then you reviewed additional information in the course of the litigation, and you came to the conclusion that the opinion offered in your affidavit was incorrect?

A Yes.

Q And you've come to the conclusion that the opinion of legal malpractice that you offered or breach of standard of care that you offered was not valid?

A The case that comes to mind actually

resulted in a Court of Appeals opinion in which the court cites my deposition testimony, which was significantly different than my opinions at the outset of the case.

And what I concluded in that case was that there were -- the evidence was very contradictory about what had actually happened, and that the only thing that was proper for me to do was to give a conditional opinion: If the jury finds this is what happened, then my opinion is this, if the jury finds from the conflicting evidence that that's what happened, then my opinion was that. And the first opinion was there's been a violation of a duty that proximately caused harm to the client, and the second one is there'd been no violation of the duty.

And the Court of Appeals seemed to have been impressed by the fact that I was willing to change my opinion once I saw the evidence and was unwilling to continue just to bulldoze ahead supporting the initial opinion I had had based on what I had been told by plaintiff's lawyer.

Q What -- do you recall the name of that case?

A I do not. There aren't that many cases

that -- where courts talk about me, so it shouldn't be hard in our modern computer age. It's a Court of Appeals opinion. And it may actually -- it could be cited in my CV. I don't recall whether it is.

(Defendant's Exhibit 6, Stock Certificate [CL-26-27], was marked for identification.)

BY MR. JORDAN:

Q This is Exhibit No. 6. This is Bates labeled CL-26 there at the bottom. This is a copy of the stock certificate that was issued to Dr. T, which is Dr. Takigiku, which we'll refer to as Dr. T for sake of our court reporter and our sanity.

A Having just said it so she's got to spell it right at least once.

Q Well, just one time, just one time.

Dr. Adams, have you seen this document before?

A Yes, I have.

Q And this document is signed by -- it appears to be signed by Mr. Bosse as president of Charleston Labs, correct?

A As president and secretary.

Q Correct. Thank you.
A Yes, correct.
Q If you look at the second page, which is the backside of this stock certificate, the first paragraph there makes it clear that these shares are subject to the stockholders agreement, correct?
A Yes.
Q Okay. And the second paragraph makes it clear that these shares are subject to the terms of the stock restriction agreement, correct?
A Yes.
Q Is your understanding, Dr. Adams, that Charleston Labs intended either agreement to supersede the other?
A No. I don't believe Charleston Labs had any intent whatsoever realistically. Charleston Labs at this point is Mr. Bosse, and there's no evidence that he understood that there was a question of how they would be read contemporaneously, whether one would supersede the other in certain circumstances. I see no evidence that he was aware of the lurking issue on that score.
Q Is it your opinion that Charleston Labs or Mr. Bosse desired for both the stockholders

agreement and the stock restriction agreement to control?

A No. I think their expectation, their desire was very simple, for their lawyers to produce documents that created the rights that were desirable for the company to have in the event that they needed to fire somebody like Dr. T and get the stock back.

Q And what were the rights that were desirable for Charleston Labs to have?

A I think the best indication of that is what Mr. Bosse said, what he told Mr. Baddour at the time that this came about, that we need to fire him, and I want to get all his stock back.

Q Do you know who created the stock certificate?

A I do not know that. My understanding -- I've seen some testimony that speculated that it might have been created by a paralegal at Womble.

Q Do you know who added these paragraphs on the back of the stock certificate about the stocks being subject to the SRA and the SHA?

A No, I don't.

Q Based on this document, Dr. Adams, and particularly the second page, in your opinion,

would it have been clear to a holder of the shares that the shares were subject to both the SRA and the SHA?

A Yes.

(Defendant's Exhibit 7, Stock Certificate [CL-4022-4023], was marked for identification.)

BY MR. JORDAN:

Q This is Exhibit No. 7 that I've handed to you.

Are you aware of the stock split that occurred?

A Yes, the 2,000 for one stock split.

Q And this is the stock certificate for Dr. T after the stock split. And if you look over at the second page, does this document again contain the language that these shares are subject to both the SRA and the SHA?

A Yes.

MR. JORDAN: Can we take about five minutes? Is that okay?

MR. RICHTER: Yeah.

THE VIDEOGRAPHER: Off the record at 10:56.

(A recess transpired.)

THE VIDEOGRAPHER: On the record at 11:02.

BY MR. JORDAN:

Q Dr. Adams, back to your affidavit, which is Exhibit No. 2. If you turn to Page 3, we looked at the beginning language of Paragraph (d). Down in Paragraph (d)(4), you say: Neither agreement referenced -- excuse me. Neither agreement referred to the other or contained any provision governing the relationship with contemporaneous agreements. Is that correct?

A Yes.

Q And this is one way that you contend the SRA and the SHA were inconsistent, and their relationship was unclear?

A Well, it's a way that their relationship was unclear.

Q Does the absence of that language affect the enforceability of either agreement?

A No, but it does affect the applicability of the agreement and leaves an ambiguity as to which agreement would create rights that operated in the given situation.

Q So it's your opinion that it doesn't -- it doesn't affect the enforceability, but it

affects the applicability. Is that correct?
A Yes.
Q And in determining which document controls in any given situation. Is that correct?
A Yes.
Q Is it your opinion that failing to include such a provision in the SHA and the SRA fell below the standard of care?
A Yes.
Q The SHA and the SRA were contemporaneous documents, correct?
A Yes.
Q Neither document claimed to limit or supersede the other, correct?
A Correct.
Q In that situation, isn't it clear that both documents would be operative, and the documents would create concurrent rights?
MR. RICHTER: Object to the form.
THE WITNESS: That's what the judge held, the federal judge in Florida held, and I believe he was correct as a matter of law, but I don't believe it's clear.
BY MR. JORDAN:
Q When you say you don't believe it was

clear, you don't believe it was clear as a matter of law, or you don't believe it was clear in terms of the facts?

A In terms of the facts. We draft documents -- the job of a lawyer, the standard of care requires us to draft contracts, as much as we reasonably can, to avoid litigation over what they mean, which one applies, how to assert the rights granted under them.

When you're drafting documents like the SHA and the SRA, you're drafting them to make sure that they'll work as well as you can reasonably make them work in the situation which they would be put into play. The situation where you've got -- you're firing a shareholder or a shareholder is quitting, you want to get back the stock, so you have to think about it in terms of the people who will be exercising the rights or subject to the rights under the agreement.

Lawyers never should solely draft a contract with an eye toward how will a federal judge in Florida interpret this; you draft the contract with an eye to how will the parties and the people acting on behalf of the parties understand this.

And so no, it was not clear, and there's ample evidence that, in fact, in this case, it was not clear. It was not clear to the Womble lawyers, including the one who drafted these two documents, it was not clear to the parties, so no.

Q Didn't the Florida court's summary judgment order find that the documents worked exactly as they were intended to work?

MR. RICHTER: Object to the form.

THE WITNESS: Yes. That judge agreed that they worked exactly as they were intended to work.

BY MR. JORDAN:

Q The position that Dr. T took in the Florida litigation was determined to be incorrect as a matter of law, correct?

A Yes.

Q Is it your opinion that a lawyer, in order to satisfy the standard of care, is required to draft documents such that they will not be challenged by an adverse party taking a position that is incorrect as a matter of law?

A No.

Q Do you agree that the Florida court's decision was correct?

MR. RICHTER: Object to the form.

THE WITNESS: No. Now, let me rephrase that. I don't agree that the Florida court's decision was the only correct decision that that federal judge could have made.

BY MR. JORDAN:

Q On summary judgment?

A On summary judgment.

Q What evidence or authority do you have to support that conclusion?

A Well, the judge really accepts very readily, without substantial analysis, that the notice was sufficient to trigger the running of the 15-day period, for example. The judge does not place any weight on the fact that there are references in documents drafted and sent to Dr. T to the SRA and no references to the SHA.

I believe it would have been a reasonable decision by a federal judge on summary judgment to have concluded that there are disputed issues of material fact as to whether the corporation was invoking the SHA or the SRA and whether Dr. T was on notice that they were invoking the SHA.

And that's important when you consider that the SHA requires a price to be established by

the board at fair value of the shares. The SRA provides a fixed price. Knowing which it is is essential to knowing whether you got something to complain about, something to argue over.

If it's the SRA, and you're led to believe it's the SRA that's being invoked and the price that's being offered you is the one that would be in the SRA, then price is not debatable.

If, on the other hand, you're told this is -- under the SHA we've determined what the fair value is, and the fair value we've determined is X, and that's what we're offering you, then, of course, you can look at those two contracts and see, well, I've got a 15-day period to say, "No, that price isn't right."

Ultimately, we know, as we look at thousands and thousands of Court of Appeals decisions, that quite often the standard of review of a Court of Appeal is going to give substantial deference to the way the trial judge sees the facts, the way the trial judge understands the evidence.

So I don't think we can conclude that the way this particular judge determined the facts laid out was the same way that any other federal judge

or appellate judges would have seen them. I don't think he was wrong, but I don't think it was the only correct way to view the facts and determine the motion for summary judgment.

Q In reaching his decision in the Florida litigation, the federal judge in Florida did not have to make any determinations or decisions about the facts, did he?

A As he saw it, no.

Q Dr. Adams, what exactly is it that you contend the SRA and the SHA should have said that would have satisfied the standard of care?

A They should have each explicitly said that there were rights being created in the other document which was contemporaneous, and the corporation could choose to exercise the rights under this agreement or the rights under the other contemporaneous agreement.

Q And it's your opinion that that language should have been included in both the SRA and the SHA?

A Yes.

Q And what you've just described, that the documents create contemporaneous rights, either of which can be exercised by the company, that is what

the Florida court held, correct?

MR. RICHTER: Object to the form.

THE WITNESS: Yes.

BY MR. JORDAN:

Q If the law provides that contemporaneous documents that don't limit or supersede one another create concurrent rights, why is it necessary to state that in the agreements themselves?

A In order to make the rights created in the contracts clear to the parties and in order to avoid avoidable, expensive litigation. If you can get to the same place either by paying your lawyer at the time of drafting for an additional tenth of an hour's work or paying well over a million dollars to litigate the matter in a DJ action in federal court in Florida, no sensible client will say, "I'd rather litigate and spend a million, $2 million rather than pay my lawyer an extra hundred bucks."

Q Dr. Adams, do you -- are you aware of any evidence that if the documents were drafted as you say they should have been with this additional clause, that Dr. T would have agreed to them?

A I don't know of any evidence that he would have agreed to them, though there is evidence

that he likely would not have forced the matter to the point where litigation was necessary.

Q Well, Dr. T showed up in 2015 and made the allegation that he was still a shareholder because the SRA prevented the company from repurchasing all of his shares, correct?

A Right.

Q Okay. If the agreements had said what your opinion is they should have said, and they had expressly provided these documents create concurrent rights, the company may exercise rights under either or both of these agreements, is there any evidence that Dr. T would have agreed to that? It was contrary to what he said in 2015, correct?

A Your question, as I understand it, is what would he have done if the situation had been different. Nobody could know that. We can know what his lawyers would have been duty-bound to advise him had the situation been different. We can even know that at some point the lawyers would have been duty-bound not to file a litigation on his behalf or a counterclaim in a DJ action.

Q Is it reasonable, in your opinion, to conclude, based on the position that he took in the Florida litigation, that at the time Dr. T signed

the SHA and the SRA, he believed that the SRA provided him with rights that the SHA could not take away?

MR. RICHTER: Object to the form.

THE WITNESS: I don't believe it's reasonable to impute to him any belief or understanding about how these two documents and the rights they've created related to each other because Womble failed to specify how they related to each other and therefore created the situational ambiguity that led to this litigation.

So how a nonlawyer would sort this out, you yourself have said that it -- the federal judge found that the law solved this problem, and the judge cites legal authorities, contract law authorities, as a basis for that. There's no imaginable reason to think that Dr. T was in any position to himself make that kind of analysis at the time of the signing of these documents.

BY MR. JORDAN:

Q So the bottom line, as I understand it, is, in your opinion, if the documents had been drafted as you testified they should have been, we

have no way of knowing whether Dr. T would have signed them or not?

A We never can know what somebody would do in a hypothetical situation. It seems highly unlikely that someone in the position of Dr. T would have been willing to sign these documents as Womble drafted them, but would not have been willing to sign them if they contained the additional sentence that I've said was required where each one specified how it related to the other one.

Q Why is that?

A Business people make business decisions. Someone being offered the opportunity that Dr. T was being offered by Charleston Labs, in my experience, would have been interested in the business plan, the prospects for success of Charleston Labs, what the terms of the deal were, and the terms of the deal certainly weren't whatever was the last sentence the lawyer put in the boilerplate on the contract.

My experience when I was practicing was clients/laypeople, their eyes glaze over when it comes to -- even if they're trying to read the contract and understand it, once you get beyond the

negotiated terms and into the boilerplate, they don't care, they don't understand it, they don't usually read it.

So no, I don't think adding this language would have caused Dr. T not to agree to the two contracts.

Q Do you have any evidence to support that?

A No. Nobody has any evidence of what he would have done. It's a hypothetical situation, by definition a hypothetical situation, puts us in a world where nobody has any evidence what would have happened.

Q Do you know whether Dr. T had a lawyer when he was considering and entering into the SRA and the SHA?

A I don't recall as we sit here. I know that he had a lawyer later on at the time of the -- his termination and the repurchase of his shares.

Q If Dr. T had a lawyer when he was reviewing and signing these documents, would you expect the lawyer to explain the ramifications of the various provisions to Dr. T?

A Yes, the substantive provisions, not necessarily the boilerplate.

Q Do you consider the language that you've

suggested should have been added to the SRA and SHA to be boilerplate language?

A I think that the clients would have seen it as boilerplate. In this case, it was essentially important. The lawyers would have read it. They would have based their advice on it.

One of the questions that runs throughout this case is did Womble set up the facts, including the documents, in such a way that at some point Dr. T would receive legal advice: You don't own the stock, you have no legitimate claim to owning this stock, it would be frivolous to assert that you own this stock, and we won't file a frivolous lawsuit for you.

And the answer is no. Womble failed to draft the documents and manage the exercise of the rights in such a way that we ever got to that point that we would expect that it would ever be more likely than not that we would get to that point.

Q You mentioned -- I think you mentioned the word "frivolous" in that explanation. Is it your opinion that it is a corporate attorney's duty to draft documents that cannot be subject to nonfrivolous claims?

MR. RICHTER: Object to the form.

THE WITNESS: No. It's my expert opinion that it is -- that the standard of care requires a lawyer for a corporation drafting a contract to use reasonable care to try to make it as unlikely as is reasonably possible that nonfrivolous claims will be asserted. We seek clarity.

The whole purpose of a contract, one of the major purposes of a contract, is to make sure that the rights and obligations under the contract are as clear as we can reasonably make them. We usually don't draft contracts with a goal of making them as confusing/obtuse/uncertain as possible.

BY MR. JORDAN:

Q Sometimes the parties that enter into an agreement end up in a dispute about the rights and obligations under that agreement, correct?

A Yes.

Q And that's, in fact, not unusual, correct?

A Correct.

Q Every time that happens, that does not mean that there was some malpractice on the part of the attorney that drafted that document, correct?

A Yes. It's not always true, but there is malpractice.

Q It's not a lawyer's duty, is it, to draft a document that is litigation-proof, is it?

A No, but it is a lawyer's duty to attempt to draft a document that is as unlikely to be subject to dispute about its terms and as unlikely as is possible from a legal standpoint for there to be litigation over what it means and how it is to be enforced.

Q And in your opinion, that is irrespective of the conclusion of that litigation?

A Sure.

Q So your opinion that it is an attorney's duty to draft a document in a way that -- and you can correct my paraphrasing, but in a way that makes it as unlikely as reasonably possible that litigation about that document's meaning will arise, is that not affected by the result of that litigation that does arise?

A No, because there's no link between the way the lawsuit comes out and whether the lawyer years ago did her job properly. We're talking about -- it's unfair to judge a lawyer with hindsight, to say to a lawyer, "You drafted a

contract, we got in a lawsuit, and we lost; therefore, without anymore, you're liable." No.

We don't guarantee outcomes. We can't guarantee outcomes. Our supreme court here in South Carolina has said that it's not even possible for a lawyer to make a contractual guarantee of a result, and that's because of the nature of the legal system.

So just as it's unfair to hold a law firm like Womble liable because of the way a lawsuit involving their work product turns out, it's also unfair to say, "You're off the hook. Even though there were damages proximately caused by your violation of the standard of care, you are retroactively pardoned by virtue of the fact that at the end of the day, the corporation was able to prevail."

Q So in your view, the Florida court's decision that the documents worked exactly as they were intended to work has no bearing on whether or not Womble breached the standard of care?

A That's not my view. It precludes certain possible breaches from being true, but it does not -- within the scope of my opinions, it has no impact on them. I'm opining about what Womble did

in 2008, what Womble did in 2010, what they didn't do at those two times. That has nothing to do with what happened in 2015/'16.

Q Dr. Adams, the SRA permits Charleston Labs -- or permitted Charleston Labs to repurchase unvested shares at a price of a penny per share, correct?

A Yes.

Q And the SHA permitted Charleston Labs to repurchase all of the shares at fair value, correct?

A Yes.

Q Okay. Would you agree that it was advantageous to Charleston Labs to have the flexibility to repurchase shares under either agreement or both agreements?

A Yes.

MR. JORDAN: All right. Let's go off the record and change the tape.

THE VIDEOGRAPHER: This is the end of Media No. 1 in the deposition of Gregory B. Adams. We're off the record at 11:30.

(Off-the-record conference.)

THE VIDEOGRAPHER: This is Media No. 2 in the deposition of Gregory B. Adams. We're on

the record at 11:30.

BY MR. JORDAN:

Q Dr. Adams, flip over to Page 4 of your affidavit.

A All right.

Q In Paragraph (iii) in the middle of the page, we're now referring to the communication that was provided to Dr. T at his termination, correct, and about the repurchase of his shares?

A Yes. I think generally about the repurchase, including the communications.

Q And you say: On March 16, 2010, Defendant WCSR, through its lawyers Rutley and Baddour, undertook to advise Charleston Labs about the termination of Raymond Takigiku and the repurchase of his shares in the company, correct?

A Yes.

(Defendant's Exhibit 8, 3/19/10 Letter to Takigiku from Bosse [CL-34], was marked for identification.)

BY MR. JORDAN:

Q Is this a document that you've seen before? I've just handed you Exhibit No. 8.

A Yes, it is.

Q Do you have any criticism of this

March 19, 2010, letter from Paul Bosse to Dr. Takigiku regarding the termination of his employment?

A No.

(Defendant's Exhibit 9, 3/26/10 Letter to Takigiku from Bosse [PL-25970-25985], was marked for identification.)

BY MR. JORDAN:

Q I've handed you Exhibit No. 9. Have you seen this document before?

A Yes.

Q This is a copy of a March 26th, 2010, letter signed by Paul Bosse to Dr. Takigiku regarding termination of employment, redemption and settlement agreement and stock power.

Dr. Adams, do you have any criticism of this letter?

A Yes.

Q What is your criticism of this letter?

A In the first paragraph where it refers to the attached check for $2.10 and says that it's tendering it as payment in full for your equity, there's no articulation of whether the company is invoking its rights under the SHA or invoking its

rights under the SRA. There's no indication that the company, if it was invoking its rights under the SHA, has followed the required procedures for determining fair value.

Q Anything else criticism-wise?

A No.

Q You first referenced that the -- that this letter, Exhibit No. 9, doesn't contain a reference to the SHA or the SRA. This letter recites that the company is tendering $2.10 as payment in full for Dr. T's equity, correct?

A Yes.

Q Charleston Labs could not purchase all of Dr. T's equity under the SRA, could it?

A No.

Q Isn't it clear by the fact that Charleston Labs is indicating that it is purchasing all of Dr. T's equity that it is operating under the SHA?

A It's clear to us as lawyers who have spent a vast amount of time studying this that Charleston Labs could only have been exercising rights that existed under the SHA. It was certainly not clear to Dr. T or his lawyer that that's what the company was doing. It was never

made clear by the company, at the -- on the advice of Womble, that that's what it was doing.

In fact, there's evidence that shows that the Womble lawyers were not at all clearly of the mind that the company needed to exercise rights under the SHA or was exercising rights under the SHA or was being advised by Womble to exercise rights under the SHA.

There are actions by both of the Womble lawyers involved, both back in 2008 and in 2010, that indicate confusion on their part as to what rights were granted by each of these two contracts and, in 2010, which contract's rights was appropriate to invoke.

Q Have you read any of the correspondence between Mr. Baddour and David Willbrand following Dr. T's termination?

A I have.

Q Okay. Do you recall Mr. Baddour informing Mr. Willbrand that the repurchase -- the repurchase of the shares was pursuant to the SHA?

A No, I don't. I looked in vain for him ever saying that, because I saw Mr. Willbrand's email in which he sets out a cogent summary of the rights under the SRA and then asks Baddour on what

basis is the company asserting a right to purchase all of Dr. T's shares, and I couldn't find that Baddour ever answered him.

And if he did, I really need to know about that, because I fault Baddour and Womble for not answering that direct, simple, obvious question if they didn't, and if they did, I want to give them full credit for having responded to it, so -- But I've not seen that. I looked and looked and looked.

Because any sensible, competent lawyer would have answered that question in this situation and said, "Yes, we have a basis. It's in the SHA. Look. It allows us to repurchase all the shares at the fair value in the event that his employment terminates for any reason. His employment's terminated. The board determined the fair value to be X. That's the right we're exercising."

Q If Mr. Baddour, in the weeks following this correspondence, this March 26th, 2010, correspondence, if Mr. Baddour wrote to counsel for Dr. T and said, "We are -- we have exercised the rights under the SHA," in your view, would that cure any failure to reference the SHA in this document?

A No.

Q Why not?

A Again, it's the question of relation back to something that happens months later change what happened earlier. What happened in March happened in March, and clarifying what the company claims to have been doing in March in correspondence or communications in May may be persuasive, it may be effective, but it doesn't change whether the way the actual transaction was handled in March was proper or not.

Q Well, how would Charleston Labs be damaged if, after this March 26th, 2010, letter, Mr. Baddour wrote to Dr. T's lawyer and said, "We've exercised the shares under the SHA"?

A Okay. Well, you've moved from violation of the standard of care to proximately-caused damages, which is, of course, what we ought to be analyzing in terms of all of these after-occurring events.

So the answer to your question is if Baddour had responded to Willbrand's question and said, "We're exercise -- the company exercised rights under the SHA," and Willbrand had said, "Oh, I see, you exercised rights that the company

actually had, and you appear to have exercised them properly, I'll tell Dr. T," and Dr. T had taken the advice of his lawyer and gone on about his life and said, "Well, I guess they bought my shares for $2.10, my lawyer tells me so," then we're in a situation in which there's no harm proximately caused.

But if the lawyers violated the standard of care and didn't properly advise the client as to how to clearly invoke his rights back in March, and the May attempt to straighten things out doesn't work, then it may well be that the damages that flow continue to be proximately caused by the violation of the standard of care in March.

It's only if Baddour's hypothetical letter answering the question works its magic and ends Dr. T's quests for his shares or greater payment for them that there are no damages; therefore, we don't even have to worry about proximate causation, and the March violation of the standard of care would not, in that circumstance, constitute malpractice.

Q Dr. Adams, in sending this March 26th, 2010, letter, did Charleston Labs fail to comply with any requirement of the SHA in repurchasing

Dr. T's shares?

A The federal judge concluded that the company had properly exercised its rights, and I don't think there's any basis to say that the federal judge was wrong or to disagree on that specific point.

Q So this letter was effective for Charleston Labs to repurchase all of Dr. T's shares for $2.10. Is that correct?

MR. RICHTER: Object to the form.

THE WITNESS: It was legally effective to achieve that result. It was totally ineffective to clearly articulate to the other party it was dealing with what rights were being exercised and the legitimacy of the exercise of those rights. It was a genesis for the dispute that ultimately erupted into the DJ action.

BY MR. JORDAN:

Q So it's your opinion that the standard of care requires a lawyer to draft documents that are not only legally effective, but that prevent a possible dispute?

A No, but when the lawyer is given the opportunity to take reasonable steps that have no

cost, no difficulty, to head off a possible dispute, and the lawyer doesn't do -- doesn't take those reasonable steps of inserting another sentence or two in a draft of a letter to just clear things up from the beginning about what rights we're asserting and that we've followed all the steps to legally assert those rights, and the result of that is expensive litigation, then of course you've got violation of the standard of care proximately causing damages to the client.

Q So it's your position that the March 26th, 2010, letter was ineffective to communicate to Dr. T which document the company, Charleston Labs, was operating under?

A Yes, obviously. Dr. T's lawyer, a month later, writes Baddour and says, "Here's what the SRA provides. Under what basis do you claim for a right to do what you're trying to do?"

If we take that, as I think we have to as lawyers, at its face value as an honest inquiry, I've read the SRA, which you've referred to in documents you've sent Dr. T at the time of firing him and repurchasing his stock, and, hey, it's got a declining scale, and you're not entitled to repurchase everything under it. On what basis?

Q Would you agree that a finding that the March 26th, 2010, correspondence to Dr. T was ineffective to communicate Charleston Labs's -- the basis for Charleston Labs's repurchase of Dr. T's shares would be inconsistent with the Florida court's order?

MR. RICHTER: Object to the form.

THE WITNESS: I don't understand your question. Either I need the court reporter to reread it or you to restate it because I can't answer --

BY MR. JORDAN:

Q Sure. That's fine.

A -- as we sit here right now.

Q My confusion, I guess, Dr. Adams, is it's your position that the March 26th, 2010, letter did not effectively communicate the basis for Charleston Labs's repurchase of Dr. T's shares, correct?

A Yes.

Q Okay. Would a finding of that argument -- so if a court were to find that you are correct in that, that this did not effectively communicate the basis for Charleston Labs's repurchase of Dr. T's shares, would that finding

not be inconsistent with the findings of the federal court in Florida?

MR. RICHTER: Object to the form.

THE WITNESS: I don't -- in my opinion, it would not be inconsistent. The one deals with did the company legally exercise rights that it had under the SHA, and the other question is did the company's lawyers draft this communication so that it reasonably conveyed to Dr. T at the time of the letter that it was exercising those rights. I don't see anything inconsistent in saying you exercised the rights properly, but you didn't clearly tell him which rights you were exercising.

BY MR. JORDAN:

Q Flip over to Page 5 of your affidavit, please. Paragraph B, you write: In September 2015, Raymond Takigiku asserted that he was still a shareholder in Charleston Labs because Charleston Labs had not properly repurchased his shares under the terms of the SHA and the SRA, correct?

A Yes.

Q So in September of 2015, Dr. T comes back

and asserts that he's still a shareholder, correct?
A Right.
Q And that repurchase had taken place back in March of 2010, correct?
A Yes.
Q Wouldn't the statute of limitations have been a problem for Dr. T to assert a claim against Charleston Labs at that time?
MR. RICHTER: Object to the form.
THE WITNESS: I don't know. I don't know what state's statute of limitations would apply. Dr. T is not a South Carolinian. I think there's certainly an argument -- as I sit here and think about it, there's an argument that the South Carolina statute of limitations would apply, but that's a legal question and outside the scope of my expertise, so --
BY MR. JORDAN:
Q Would you agree that that would be a consideration for Charleston Labs and its attorneys to make in considering whether or not to file a lawsuit against Dr. T?
A Sure.
Q Point B(i) on Page 5 of your affidavit,

you state: Dr. T claimed that the SRA limited Charleston Labs's repurchase rights and that it had no right to repurchase his shares under the terms of the SHA, correct?

A Yes.

Q And Dr. T's position in this regard was incorrect as a matter of law, correct?

A Yes.

Q And in the Florida litigation, it wasn't necessary to use a trier of fact to reach that conclusion, correct?

A I'm not sure what you mean by "trier of fact." There were no disputed -- the court held there were no disputed issues of material fact, which is, of course, commonly true in contract litigation where the only -- there's no dispute about what happened, and the only question the court's got to answer is what does the contract mean.

Q Are you aware that Dr. T admitted in the Florida litigation that the SHA controlled?

A No.

Q Would that impact your opinions in this case?

A No.

Q Why not?

A Same reason we've gone over before. I don't think that an admission in the litigation in 2015/2016 has anything to do with whether the lawyers breached the standard of care in 2008.

Q If Dr. T took the position in the litigation that the SHA controlled and the SRA controlled, would it not be evidence that at the time that he signed the documents, he understood they both controlled?

MR. RICHTER: Object to the form.

THE WITNESS: No. Nothing could be further from the truth. There's no logic in that whatsoever.

BY MR. JORDAN:

Q Why is that?

A If I, in 2016, having consulted with a number of lawyers and being deeply involved in litigation, understand the legal ramifications of a particular document, that certainly doesn't mean that when I got the document in 2010, I would have had the same understanding.

We all have the experience, we hope, that we counsel our clients into a clearer understanding, a more accurate understanding, of

the legal rights and duties generated by the documents that we are advising them on.

Q And it's your opinion that Womble had a duty to ensure Dr. T's understanding of those documents as well?

A No, no. You keep saying "ensure." Lawyers don't have a duty to ensure that the other party to a contract understands anything. Lawyers have a duty to use reasonable care to make the document clear enough that it is reasonable to expect that the other party would understand it.

Q Do you have any evidence that would suggest that if the SHA and the SRA had included the clause that you have suggested they should have included, that Dr. T would not have made a claim that he was still a shareholder?

MR. RICHTER: Object to the form.

THE WITNESS: There is evidence that suggests that. He was represented by counsel at the time, or shortly after the time, that this letter was sent to him exercising rights. His lawyer at the time believed that the company was trying to exercise rights under the SRA.

David Baddour, contemporaneous with this,

seemed to think and convey to the partner supervising him that the SRA was the operative document.

So everything that really happened happened in light of the belief, mistaken though it turned out to be, that the company was exercising SRA rights, not SHA rights.

Once it's clear, if it's clear that the company exercised SHA rights, then there's no reason to believe that Mr. Willbrand would not have advised his client accordingly. There's absolutely no reason to believe that Dr. T's lawyers, asserting his claim to continued stock ownership, would have done so when they knew clearly, as a matter of law and clear facts, he did not have a share ownership.

Everything we know about the role of lawyers in advising their clients and their obligation not to take a frivolous position in litigation tells us that this would not have played out the way it did and would have been vastly less expensive if there was any ongoing dispute at all.

But the evidence would show -- we have to under -- we have to expect that Dr. T's

lawyers would do their jobs, that they would perform their ethically-mandated duties, and a result of that would have been an understanding by Dr. T back in 2008 that his shares had been repurchased.

BY MR. JORDAN:

Q And it's your position that if they --

A Or 2010, excuse me.

Q It's your position that if Dr. T's lawyers had allowed him to go forward with a claim that he was a shareholder in that circumstance, they would have violated their ethical duties to Dr. T?

A It's not something I've analyzed thoroughly, but off the top of my head, it seems to me that if it was made clear in the documents that those were the rights that were being exercised, then there's no question that the triggering factual predicate for exercise of SHA rights existed.

Dr. T was no longer an employee. Don't have to argue about whether he was fired for cause or not. He was fired, that's indisputable. Company has timely exercised its rights. Board has timely determined what the fair value of the shares

is. The company has tendered payment of that fair value.

I don't think in that circumstance, with that all clearly articulated and there being no confusion on anybody's parts as to what has happened, I don't think there's any basis for a legitimate claim that he continues to own the stock.

Q Is it fair to say that it's -- as we discussed before, that it's speculation on your part what Dr. T would have done under those circumstances?

A Yeah. We certainly can't know what Dr. T would have done. We can certainly say it is more likely than not that a reasonable person advised by counsel would not have continued to claim ownership of the shares and would not have litigated that claim.

Q But people bring lawsuits that are not successful, correct?

A Sure.

Q And if Dr. T had asserted a claim that he was still a shareholder, Charleston Labs would have at that point had the option of filing a DJ action or ignoring Dr. T, correct?

A Yes.

Q And do you have any evidence suggesting what Charleston Labs would have done in that circumstance?

A No.

Q If the SHA and the SRA had contained the language that you contend they should have contained and if the March 26th, 2010, letter had referenced the SHA, as you contend it should have, is it your position that a lawsuit filed by Dr. T claiming to still be a shareholder would have been a frivolous lawsuit?

A I believe it would have been.

Q And what state law would have controlled that determination?

A I don't know. If he'd filed a federal court lawsuit, then the federal court would have had to use the choice of law rules that federal courts follow. Depending on whether it's a -- it wouldn't have been a federal question case, it would have been a diversity case, so that would be where we would begin to parse that.

Q Point No. (ii) under Paragraph B on Page 5, you write: Dr. T claimed that, even if Charleston Labs had the right to repurchase his

shares under the SHA, the company had not effectively exercised that right because neither of the March 2010 letters referred to the SHA or purported to exercise rights under it. Is that correct?

A Yes.

Q And Dr. T's position in this regard was incorrect as a matter of law. Is that correct?

A No, I don't think so. I mean, his -- the portion of his -- I don't understand the court having found anything that rejected Dr. T's claims that I rely upon in (B)(ii). I mean, it's certainly factually true that neither of the March 2010 letters referred to the SHA. We can look at those two, and that's undisputably true, or purported to exercise rights under it. I mean, they did exercise rights under it, but they didn't purport to exercise rights under it.

Q Okay. The statement in this Paragraph (ii), the company had not -- let me start over.

Dr. T took the position that the company had not effectively exercised its rights under the SHA, correct?

A Yes.

Q And that position taken by Dr. T was deemed wrong as a matter of law, correct?

A Yes, but not because either of the factual bases for his claim that I report here were deemed by the court to be untrue.

Q Okay. The court deemed that Charleston Labs, pursuant to the provisions of the SHA, had effectively repurchased all of Dr. T's shares, correct?

A Correct.

Q Dr. Adams, is it your opinion that Dr. T's claim in 2015 that he was still a shareholder of Charleston Labs compelled Charleston Labs to take legal action?

A No.

Q Charleston Labs had the option, when Dr. T made that claim, of doing nothing, correct?

A They had a range of options. Certainly, do nothing would have been one of them, write a big check would have been one of them, litigate was one of them. They had very competent counsel advising them at that point.

Q Do you have an opinion as to which option was the most reasonable option under the circumstances?

A No.

MR. RICHTER: Object to the form.

BY MR. JORDAN:

Q Are you aware of any misrepresentation that Charleston Labs made to any potential investor regarding the status of Dr. T's shares?

A I don't know of any, but that's not a factual question that I've investigated. I've not read the documents with an eye toward determining whether that's true or not.

Q When Dr. T showed up in 2015 and claimed that he was still a shareholder, what damage was Charleston Labs suffering at that point?

A I don't know of any damage they were suffering at that moment, no.

Q Do you know what state law governed the SRA and the SHA?

A No.

Q Have you done any research into what Dr. T -- well, have you done any research into what legal recourse Dr. T would have had available when Charleston Labs denied his request to inspect its books and records?

A The question is have I done any research into that?

Q Yeah.
A No.
Q Are you aware of what recourse he would have had as a claimed shareholder?
A I'm generally aware that shareholders may have a right in the Court of Chancery of Delaware to seek injunctive relief or an order requiring inspection when they're -- they have sought lawful inspection and been denied it by a Delaware corporation. I have not looked at that in regard to this case, haven't looked at that in over a decade, so I don't know all of the qualifications and exceptions to that.
Q Do you know if -- in that case do you know who would bear the burden of proof of either proving shareholder status or disproving shareholder status?
A I don't know that.
Q Dr. Adams, do you intend to express any opinion about the reasonableness of the fees Charleston Labs paid to Greenberg Traurig in connection with the Florida litigation?
A No.
Q Do you know how much Greenberg charged Charleston Labs?

A Somewhere in the vicinity of 1.7 or $1.9 million, just in round numbers. That's my impression.

Q If you'll turn to Page 7 of your affidavit, please. Paragraph F, you itemize some alleged breaches of the standard of care by Womble. Is that correct?

A Yes, some breaches that, in my expert opinion, occurred, yes.

Q Okay. And Paragraph (i) alleges that Womble created ambiguity and legal uncertainty regarding their client's rights by drafting the SRA and SHA as contemporaneous agreements without assuring their consistency and clarifying their relationship. Is that correct?

A Yes.

Q Is it your opinion that the SRA on its own was ambiguous in any way?

A No.

Q Is it your opinion that the SHA on its own was ambiguous in any way?

A No, but I've only focused on the portion of it that involved the repurchase rights.

Q So it's your -- it's your position or your opinion that the SRA and the SHA, when

considered together, were ambiguous?

A Yes.

Q Okay. And your position in that regard is that the failure to include language specifying that both documents create concurrent rights and both apply was what created the ambiguity. Is that correct?

A Yeah. It was the failure to clarify the right of Charleston Labs to elect either of the two sets of rights when the conditions for those rights existed.

Q The Florida court didn't find that the SRA and the SHA were ambiguous, did it?

A I don't recall.

Q Are you aware that Charleston Labs represented to the Florida court that the SHA and the SRA are not ambiguous?

A No.

Q You're not aware of that?

A No.

Q If Charleston Labs made that representation to the Florida court, would it impact your opinions in this case?

A No.

Q Do you think it is permissible for

Charleston Labs to tell the Florida court that the documents were not ambiguous and then to tell the court in South Carolina that the documents are ambiguous?

MR. RICHTER: Object to the form.

THE WITNESS: I think that's a legal determination that the court will have to make as to whether, in fact, there's some estoppel that operates whether there's actual inconsistency or the two claims are different claims that are reconcilable, but that's certainly not an expert's role to do that.

BY MR. JORDAN:

Q Does it trouble you that Charleston Labs is making inconsistent representations to the two different courts?

MR. RICHTER: Object to the form.

THE WITNESS: I don't know that they are because that's not something I've looked at and determined. There's -- you have to look precisely at what the representations were in each situation to see whether they really were inconsistent, and if they were, it might trouble me as an ethicist. I don't think it has any impact on my opinions.

(Defendant's Exhibit 10, Plaintiff's Motion for Summary Judgment in Florida Case, was marked for identification.)

MR. JORDAN: Oops. Wrong one. Sorry.

THE WITNESS: You can't have the one with the blue label. That's mine.

MR. RICHTER: It almost had blue ink on it too.

BY MR. JORDAN:

Q I've handed you Exhibit No. 10, which is Charleston Labs's motion for summary judgment in the Florida case. Have you reviewed this document before?

A I have this document. I don't recall whether I scanned it or not, but I've not reviewed it carefully.

Q If you'll flip to Page 18. At the top of Page 18, there's a paragraph that starts, "Finally," and it says: Finally, the stockholders agreement and the SRA are not ambiguous. Do you see that?

A Yes.

Q Is that statement inconsistent with your opinion in this case?

A No, no. I think I've testified just a

few minutes ago that I didn't believe that either the SRA or the SHA were ambiguous in and of themselves. The ambiguity is situational ambiguity that comes about by virtue of the fact that they provide different rights with no specification of the circumstances in which the rights under one agreement might be available to Charleston Labs versus the rights in the other.

It's the fact that there were two documents with different rights, different conditions, adopted at the same time, ignoring each other, not specifying the relationship, that creates the ambiguity, but neither of the documents on their own are ambiguous, in my view, and that seems to be what Charleston Labs is arguing to the court.

Q So your view is that Charleston Labs is arguing to the court here that the stockholders agreement on its own is not ambiguous and the SRA on its own is not ambiguous. Is that correct?

A Yes.

Q How would that help Charleston Labs's position in the Florida litigation?

A I don't know.

Q Flip over to Page 17. The bottom

paragraph there, it begins: Furthermore, the stockholders agreement and the SRA must be read together because any other construction makes the stockholders agreement superfluous or surplusage, violating fundamental contract construction principles. Do you see that?

A Yes.

Q Isn't it clear from that statement that the argument Charleston Labs is making is that the documents must be read together?

A Yeah. That's what they say.

Q Okay. And based on that statement, doesn't it make logical sense on the following page that the argument that there is no ambiguity is as the documents are related together?

MR. RICHTER: Object to the form.

THE WITNESS: Yes.

BY MR. JORDAN:

Q Is it your understanding that the stockholders agreement and the SRA were provided to Dr. T for execution on the same date and were also signed by him on the same date?

A Yes.

Q Is it your understanding that Dr. T was aware that he was signing two agreements with

different purposes and that he admitted in his deposition that both controlled? Are you aware of that?

A No.

Q Which portion of that were you not aware of?

A I haven't read his deposition, so I wasn't aware of anything he testified to in the deposition.

Q Let me ask you this. Let me read this statement to you and let -- I want you to tell me if you agree or disagree with it.

It is undisputed that the company could repurchase any or all of the shares for fair value under the stockholders agreement, including those that were no longer subject to repurchase pursuant to Schedule A of the SRA.

Do you agree or disagree with that?

A I don't know what "It is undisputed" means, what it refers to, but the statement following that is correct.

Q At Page 8 of your affidavit, you state in Paragraph 4: Both agreements should have explicitly referred to the other and contained provisions governing their relationship as

contemporaneous agreements.

Have you reviewed Delaware law concerning how contemporaneously-executed contracts are treated?

A No.

Q Is it your opinion, Dr. Adams, that the documents should have been in a single document?

A No, not that they should have been. They certainly could have been, and that would have avoided some of the confusion here, but in my opinion, it would have been entirely possible to clarify the relationship between the rights contained in each.

Q The provisions of the SRA and the SHA wouldn't have been interpreted any differently if they had been in a single document, would they?

A I don't believe they would have been interpreted any differently by a court. They might very well have been understood differently by a party.

Q In this case, the court construed the two documents that were contemporaneously executed as effectively a single contract, correct?

A No, I don't think that's a correct characterization, but the court certainly read the

two together and said that law required that they each be interpreted in a way that gave -- that sought to give full effect to the other contract since they were contemporaneous agreements.

Q All right. Paragraph 5, you state: Once the SHA and SRA had been executed and the shares issued, the rights of Charleston Labs should have been clear, correct?

A Yes.

Q And you've testified as to what language you believe should have been included in these contracts. Is that, in your opinion, what would have made the documents -- the rights of Charleston Labs clear?

A Well, that language would have -- I've not sought to draft the best language I can to do that, but certainly there are lots of different ways to accomplish that, and any language that clearly accomplished that would certainly have met the standard of care.

Q Did the Florida court say that the rights of Charleston Labs were unclear in the SHA and the SRA, to your knowledge?

A I don't recall the court saying that.

Q Do you recall the Florida court saying

that as a matter of law, the documents created concurrent rights?

A Yes.

Q And is it your understanding that that's what Delaware law provides?

A I have not looked at Delaware law.

Q In making that -- in reaching that conclusion, the Florida court was relying upon Delaware law. Is that your understanding?

A I don't recall. That could well be true.

Q In your opinion, is it below the standard of care for a lawyer, in drafting a contract, to fail to include a provision in that contract that upon breach, the nonbreaching party will be entitled to recover damages?

A No.

Q Is it below the standard of care for a lawyer, in drafting a contract, to fail to include a provision that states what consideration supports the contract?

A No, not as a blanket statement. There certainly are circumstances in which the standard of care would require specifying the consideration, but not generally.

Q Page 8 of your affidavit still, in

Paragraph (ii): In failing to draft -- you state: In failing to draft the March 2010 letters terminating Takigiku and repurchasing his shares to explicitly unambiguously specify the rights being exercised by Charleston Labs and the source of those rights and in failing to correctly refer to the SHA, not the SRA, in the attached redemption and settlement agreement.

Did I read that correctly?

A Yes.

Q To your knowledge, does the SHA or the SRA require reference to the document in exercising rights thereunder?

A No.

Q Did the Florida court make any finding that it was necessary to reference the documents in exercising rights thereunder?

A No.

Q Paragraph G of this same page, you state that it's your opinion that these violations of duty by WCSR and its lawyers proximately caused substantial damage to their client, Charleston Labs. Is that correct?

A Yes.

Q Is it your opinion that Womble's conduct

was the proximate cause of damage to Charleston Labs?

A Yes.

Q And what is the standard for proximate cause in a legal malpractice case in South Carolina?

A It's a combination of cause in fact and legal cause, legal cause typically being determined on the basis of foreseeability.

Q What act or omission by Womble do you claim was the proximate cause of injury to Charleston Labs?

A All of them taken together.

Q The failure to include the additional language in the SRA and SHA that you've discussed?

A Yes.

Q The failure to reference the SHA in the termination and repurchase letter. Is that correct?

A Yes.

Q What injury to Charleston Labs do you claim was proximately caused by Womble's act or omission, acts or omissions?

A The expenses of the declaratory judgment action.

Q Do you claim -- in your opinion, is the amount paid to settle Dr. T's litigation, the litigation against Dr. T in Florida, is that included in your what you believe to be proximately-caused damage?

A I have not reached an opinion about that. It would depend -- I've not reached an opinion about that.

Q Have you been asked to reach an opinion about that?

A No.

Q Do you know the reason that Dr. T showed up in 2015 and claimed he was a shareholder?

A I have seen some evidence that suggests different reasons. I don't recall what it was.

Q If Womble had not breached the standard of care in the ways that you allege it had, do you have any evidence that if Dr. T showed up and claimed he was a shareholder, Charleston Labs would have decided not to file a declaratory judgment against Dr. T?

MR. RICHTER: Object to the form.

THE WITNESS: No.

BY MR. JORDAN:

Q You state in here that if there had been

claims by Takigiku or litigation, it most certainly would have been less expensive. What is your basis for that opinion?

A It's my opinion that had Womble not violated the standard of care in drafting the documents and in drafting the letters exercising those rights, that it would have been not only much clearer to Dr. T and his lawyers, but that would have removed many of the issues from the litigation.

I believe it's more likely than not that summary judgment would have been available early in the litigation in the event that Dr. T filed a frivolous lawsuit because it would have been obvious on its face that it was frivolous.

Looking at the undisputed facts of how -- what -- how the rights had been created, how the rights had been invoked, how the rights had been exercised would have all been laid out in documents, clearly contemporaneous documents at the time those things happened.

And documents are incredibly important in a court determining whether to grant summary judgment or not. If it requires testimony, and there's any dispute at all, the court's likely to

find that there's a disputed issue of material fact.

If all of the facts are laid out clearly in the documents with no dispute about what the documents say and what the -- and the dispute is all about what's the legal consequence of the documents, I think it's more likely than not that Charleston Labs' lawyers would have chosen to file a motion for summary judgment early in the litigation, shortly after the complaint was filed and served, shortly after the answer, and not waited and done all of the expensive discovery that actually took place in this case.

Q That's an assumption that you're making, correct?

MR. RICHTER: Object to the form.

BY MR. JORDAN:

Q Or speculation that you're making?

A It is my assumption in my experience being involved in various ways in complex, detailed litigation for more than 50 years.

Q Do you know how long the Florida litigation was pending before the summary judgment order?

A Not precisely.

Q Would you agree with me that it's common in litigation for a party to wait until the discovery period is closed to move for summary judgment?

A That is -- it is common that that happens.

Q So you don't have any evidence to suggest that if Dr. T had filed this lawsuit or if Charleston Labs had filed this lawsuit, assuming that everything had been done correctly by Womble as you have articulated, that Greenberg would have filed an earlier summary judgment motion? Do you have any evidence of that?

A No, not at this point.

Q Do you have any evidence in the Florida litigation as it developed that if Charleston Labs had filed a summary judgment motion before discovery even took place, that it would not have been successful on that motion?

A No. I don't think it's possible to have evidence about a hypothetical situation.

Q Is it your contention or your opinion that the damage to Charleston Labs which you've articulated as the expenses of the Florida litigation, the fees and expenses of the Florida

litigation, is it your opinion that that was foreseeable to Womble?

A Yes.

Q What damage do you claim was foreseeable?

A That creating the situational ambiguity between the SHA and the SRA, by the way they were drafted, in two documents without specifying the relationship of the two documents, coupled with the way the rights under the SHA were exercised at the time Dr. T was fired and his shares were repurchased -- what was the question?

Q I'm trying to figure out what -- based upon the articulated breaches of the standard of care you've set forth, what damage to Charleston Labs was foreseeable to Womble?

A Oh, okay. Thank you. It would have been foreseeable to a reasonable lawyer that drafting these contracts in this way, in violation of the standard of care, and enforcing rights under these contracts in this unclear manner would -- had the potential to lead to litigation, made litigation more likely than if the standard of care had been met, both in drafting and in exercising rights.

Q So it's your opinion that the breaches of the standard of care -- let me start over.

It's your opinion that to Womble, it would have been foreseeable that the breaches of standard of care that you've articulated would lead to litigation?

A Would make it more likely that litigation would occur.

Q Okay. And at what time is it your -- at what time would it have been foreseeable to Womble?

A Well, it certainly would have been foreseeable at the time of drafting the documents in 2008 that drafting two overlapping contemporaneous documents without specifying the relationship of the rights between them was likely to create confusion or uncertainty, which, in the situations envisioned by those documents, would make it more likely that there would be litigation.

Subsequently, at the time of exercising the rights in 2010, it would have been foreseeable that failure to clearly articulate what rights were being exercised and to clearly articulate that these steps required by those rights had been followed would make it more likely that there would be dispute and more likely that there would result in litigation.

Q We've talked about the Florida court's

decision that Dr. T's position in the Florida litigation was wrong as a matter of law, but it's your opinion that Womble should have foreseen in 2008, at the time it drafted these documents, or allegedly drafted these documents, that Dr. T would make this incorrect argument, correct?

A They should have foreseen that there would be -- that violating the standard of care in the way they did had made it more likely that Dr. T or one of the other shareholders would have nonfrivolous arguments and would hold a good faith belief that they remained shareholders.

Q A nonfrivolous, good faith, but incorrect belief?

A But ultimately determined to be uncorrect by one federal judge with so much uncertainty that -- and the result of an appeal that Greenberg and his client, Charleston Labs, reached a decision to pay a substantial sum in settlement to avoid finding out whether the -- whether two out of three judges on a Court of Appeals panel would agree with the district judge.

Q Should a lawyer who drafts a document foresee and avoid an argument by the contracting party that is incorrect as a matter of law?

A No, and it's not a basis of my opinion. It's not part of my opinion.

Q Charleston Labs's position in the Florida litigation was that it had repurchased Dr. T's shares under the SHA, correct?

A Yes.

Q And under the SHA, it didn't matter what reason Dr. T's employment with the company ended, correct?

A Correct.

Q So do you have any information about why Charleston Labs would care in the Florida litigation about showing that Dr. T was terminated for cause?

A No. I can speculate about that, but I'm not.

MR. JORDAN: Let me take a couple minutes, and I think we're getting close.

THE VIDEOGRAPHER: Off the record at 12:42.

(A recess transpired.)

THE VIDEOGRAPHER: On the record at 12:53.

BY MR. JORDAN:

Q Dr. Adams, the Florida litigation, after

summary judgment was granted in favor of Charleston Labs, there was an appeal. Are you aware of that, Dr. T appealed?

A I was not aware that the appeal went long enough for there to be an appellate court decision.

Q Okay. And I think you mentioned that the case was settled sometime between summary judgment and when the appeal would have been argued and decided, correct?

A Yes.

Q Okay. Do you have any information or understanding as to the reason that Charleston Labs made the decision to settle the case before it was decided on appeal?

A No.

Q We talked about the letter from Mr. Baddour to Dr. T -- to Dr. T -- excuse me. Let me start over.

We talked about the letter from Charleston Labs to Dr. T exercising the right to repurchase for $2.10, correct? Do you remember that?

A Yes.

Q And we talked about whether Mr. Baddour made some representation to Dr. T's lawyer after

that that the company was repurchasing the shares pursuant to the SHA, correct?

A Yes.

Q In your opinion, does it matter whether that March 26th letter specified that the SHA was the operating document under which Charleston Labs was proceeding or whether it was some subsequent communication to Dr. T's lawyer?

A Yes.

Q Why does that matter?

A Again, I think we're back to talking about whether you can undo a violation of the duty of care subsequently after a transaction is over, and in my opinion, you cannot make the prior violation of the standard of care disappear. You don't make that prior conduct at the time the transaction took place meet the standard of care. What you're able to do and trying to do subsequently by fixing the problem is to prevent any damage.

So at some point, you're trying to avoid malpractice by meeting the standard of care, and at a later point, if you've failed to do that, you may be trying to avoid malpractice by preventing damage from being proximately caused by your violation of

the duty of care.

Q In your opinion, would a subsequent communication specifying that Charleston Labs was operating under the SHA not prevent any damage as a result of the alleged first failure?

A It might prevent damage or it might not. It depends on what flows from the subsequent clarification.

Q Dr. Adams, are there any topics or do you hold any opinions that you intend to offer at the trial of this case that we have not discussed today?

A No.

Q That's all the questions I have. Thank you.

MR. RICHTER: I have a few questions.

EXAMINATION

BY MR. RICHTER:

Q Dr. Adams, take Exhibit 9 back out.

A All right, sir.

Q Now, in March of 2010, Charleston Labs was a client of Womble Carlyle, correct?

MR. JORDAN: Object to the form.

THE WITNESS: Yes.

BY MR. RICHTER:

Q And in March of 2010, Charleston Labs wished to part company with Dr. T. Is that your understanding factually?

MR. JORDAN: Object to the form.

THE WITNESS: Yes.

BY MR. RICHTER:

Q When Charleston Labs wished to part company with Dr. T, did it reach out to its legal counsel for help?

A Yes.

Q And what was the request that Charleston Labs made of its counsel?

A There were two parts to it: We need to fire Dr. T, and we want to get all of his stock back.

Q How many documents were in place that would have controlled the ability to purchase stock back in March of 2010?

A Two.

Q When David Baddour communicated with his supervisor, Dean Rutley, on the subject matter, how many agreements did David Baddour pull from the file to send to Dean Rutley for his review?

A One.

Q And which one did he pull out?

A The wrong one.
Q Did he pull out the stockholders agreement or the stock restriction agreement?
A The stock restriction agreement.
Q Which of the two agreements would have allowed for the repurchase of all shares?
MR. JORDAN: Object to the form.
THE WITNESS: The shareholders agreement.
BY MR. RICHTER:
Q Did the stock restriction agreement, as of March of 2010, permit for the recapture of all of Dr. T's then-outstanding shares?
A No.
Q But the instruction from the client was clear, "I want them all back," right?
MR. JORDAN: Object to the form.
THE WITNESS: Yes.
BY MR. RICHTER:
Q Okay. And so you understand in the defense of the case now, Womble Carlyle is trying to say that it was always the intent we operate under the SHA. Is that your understanding?
MR. JORDAN: Object to the form.
THE WITNESS: I believe that's Womble's position now.

BY MR. RICHTER:

Q Do the facts support that contention?

A No.

Q So factually, when the request is made of the client and Baddour goes to the file, he pulls one of two agreements, correct?

MR. JORDAN: Object to the form.

THE WITNESS: Yes.

BY MR. RICHTER:

Q The letter of March 26th, 2010, which is Exhibit No. 9, what is your understanding as to whether or not Womble Carlyle had input into the drafting of this letter before it issued?

A My understanding is they did.

Q The letter went together with the attachment, correct?

MR. JORDAN: Object to the form.

THE WITNESS: Correct.

BY MR. RICHTER:

Q And then let's look again at the first line of the letter: On Friday, March 19th, your employment was terminated with cause.

Does the language "with cause" appear in the SHA?

A No.

Q Does the language "with cause" appear in the SRA?

A Yes.

Q Does the letter make reference at all to a meeting of the board of directors?

A No.

Q Does the letter make reference at all to a determination by the board of the value -- strike that.

Does the letter make reference at all to a meeting of the board of directors to determine the then-prevailing fair value of the company?

A No.

Q What was -- if we're operating under the SHA, what was required in order to determine the price for the shares to be offered to be bought back from Dr. T?

A The board had to make a determination in its business judgment of what the fair value was.

Q And was Dr. T entitled to notice of that process under a repurchase by the SHA?

MR. JORDAN: Object to the form.

THE WITNESS: I'm not sure that he was legally entitled to that, that it was mandated by the SHA. Certainly, the federal court

found that it was not mandated.
BY MR. RICHTER:
Q Did the SHA create in Dr. T the right to challenge the valuation made by the board of directors?
MR. JORDAN: Object to the form.
THE WITNESS: Yes.
BY MR. RICHTER:
Q But the letter doesn't indicate that the board of directors made any such valuation, correct?
A That's correct.
MR. JORDAN: Object to the form.
BY MR. RICHTER:
Q Was it a time-sensitive matter for Dr. T to make an objection to the valuation made by the board?
A Yes.
Q How does the time start to run if we don't tell Dr. T that we've made a valuation by the board, and this is what we believe it to be?
MR. JORDAN: Object to the form.
THE WITNESS: I think it's possible for a court to conclude that the time starts when Dr. T gets notice of what the value is that

we're offering him. It would have been possible for the court to interpret that that stopwatch didn't start until he knew that it was a fair value determination made by the board.

BY MR. RICHTER:

Q Now, under the SRA, how was the value to be determined for the repurchase of shares?

A It's a set value.

Q Does the $2.10 referenced in this letter bear any relationship to the set value in the SRA?

A Yes. It is the amount of the set value in the SRA.

Q The attachment, the redemption and settlement agreement, is it your understanding that Womble Carlyle had input into the preparation of this document?

A Yes.

Q In the recitals, reference is made expressly to the stock restriction agreement. Do you see that in Recital A?

MR. JORDAN: Object to the form.

THE WITNESS: Yes.

BY MR. RICHTER:

Q Is reference ever made to the SHA?

A No.

Q In Recital B, reference is made to termination of employment for cause. Do you see that?

A Yes.

Q Is reference ever made to termination without cause?

A No.

Q And again, is "for cause" an SRA term or an SHA term?

A SRA term.

Q In the litigation in Florida, did the court have the benefit of the internal communications that took place between Womble Carlyle and its client at the time of the drafting of these documents or at the time of the separation of Dr. T?

A I don't know.

Q So what we're trying to get to in the Florida litigation is what was intended by the parties, correct?

MR. JORDAN: Object to the form.

THE WITNESS: That's certainly one of the issues.

BY MR. RICHTER:

Q And so in making that determination, did the Florida judge have the benefit of the emails between David Baddour and Dean Rutley where they go back to the file at the time of this very issue and they pull out only the SRA?

MR. JORDAN: Object to the form.

THE WITNESS: I don't know.

BY MR. RICHTER:

Q At the time Dr. T resurfaced and said he was still a shareholder, do you know where the company was in terms of its FDA approval for its proposed drugs?

A I believe there had been a press release that a preliminary approval, one of the stages of required FDA approvals, had been granted.

Q Is it your understanding the company made a decision that it needed clarification of its ownership structure in order to go forward?

MR. JORDAN: Object to the form.

THE WITNESS: Yes.

BY MR. RICHTER:

Q Does that seem like an unreasonable decision to have made in 2015?

A No.

Q If the company -- did Charleston Labs, if

it believed it was harmed by Womble Carlyle, owe Womble Carlyle the duty to mitigate its damages?

MR. JORDAN: Object to the form.

THE WITNESS: Yes.

BY MR. RICHTER:

Q And is the institution of a declaratory action designed to clarify the rights, duties, and obligations of its shareholders a reasonable act in mitigation?

MR. JORDAN: Object to the form.

THE WITNESS: It could well be a reasonable act in mitigation.

BY MR. RICHTER:

Q Now, the Florida court made findings based upon the record before it, correct?

A Yes.

MR. JORDAN: Object to the form. Sorry.

BY MR. RICHTER:

Q And Dr. T appealed that decision, right?

A Yes.

Q Was Dr. T's appeal frivolous?

A I don't believe it was.

Q Charleston Labs made a determination that it would prefer to pay him a sum of money than to continue to pay money for appeals and uncertain

results, correct?

MR. JORDAN: Object to the form.

THE WITNESS: That's the essence of a settlement in that posture.

BY MR. RICHTER:

Q And at the time of the settlement, were they still under a duty to mitigate their losses to Womble Carlyle if they believed that Womble Carlyle had caused them harm?

MR. JORDAN: Object to the form.

THE WITNESS: Yes.

BY MR. RICHTER:

Q And so would a settlement in that circumstance be unreasonable --

MR. JORDAN: Object to the form.

THE WITNESS: No.

BY MR. RICHTER:

Q -- so as to constitute a violation of the duty to mitigate?

MR. JORDAN: Object to the form.

THE WITNESS: No.

BY MR. RICHTER:

Q Do you know how much money was raised by Charleston Labs between 2010 and 2015 in offerings?

A No.

Q Do you know what was represented to the people who bought Charleston Labs' shares between 2010 and 2015 about the ownership structure of the company?

A From what I have reviewed, they were shown an ownership structure that did not include Dr. T as a shareholder, and I believe it included his shares in the option -- in the pool for bonuses.

Q And if it were proven later that Dr. T was, in fact, a shareholder, would that represent a contingent liability for Charleston Labs?

MR. JORDAN: Object to the form.

THE WITNESS: It certainly could.

BY MR. RICHTER:

Q Going back to Exhibit No. 9 and the letter of March 26th, 2010, is there any reason why the letter could not have said: Pursuant to Section 2.2 of the shareholders agreement dated such-and-such date, we hereby exercise our rights to repurchase shares? Is there any reason why it couldn't say that?

MR. JORDAN: Object to the form.

THE WITNESS: The only reason I can think of that it couldn't say that was if

Mr. Baddour hadn't looked at the SHA, was not intending to -- for the corporation to assert rights under Section 2.2.

But assuming that he had done the bare minimum required of him in that situation and had looked at both documents and had used his legal acumen to determine that it's the SHA that we want to use here, no, there'd have been no reason at all why not to refer to that and every reason in the world to refer to it.

BY MR. RICHTER:

Q Would you expect, under the same circumstances, that a reasonable and competent lawyer would state expressly the agreement under which the repurchase is being accomplished?

MR. JORDAN: Object to the form.

THE WITNESS: Absolutely.

BY MR. RICHTER:

Q And you consider it a deviation of the standard of care not to have done so in this case?

A Yes.

MR. JORDAN: Object to the form.

BY MR. RICHTER:

Q That's all I have.

///

EXAMINATION

BY MR. JORDAN:

Q A couple of follow-ups, Dr. Adams.

You testified in response to Mr. Richter's questions about mitigation?

A Yes.

Q And Mr. Richter asked you whether it was reasonable as an act of mitigation for Charleston Labs to file a declaratory judgment action and expend whatever they paid Greenberg Traurig to address that issue.

Do you intend to offer an opinion in this case about whether or not that action was a reasonable action in mitigation of damages?

A No.

Q Mr. Richter asked you about the reasonableness of settling the appeal -- settling the case before it was decided on appeal and whether that was a reasonable act in mitigation.

Do you intend to offer an opinion in this case that settling the case and paying Dr. T money to resolve the case while it was pending on appeal was a reasonable act in mitigation of damages for Charleston Labs?

A No.

Q Do you have any opinion -- do you intend to offer any opinion in this case regarding the valuation of Charleston Labs at any point in time?

A No.

Q Mr. Richter asked you about the representations Charleston Labs made to potential investors about the status of Dr. T's shares, and I believe you testified that it was your understanding that those representations indicated that Dr. T was not a shareholder, correct?

A Yes.

Q And Mr. Richter asked you whether, if that turned out to be wrong, that could pose a contingent liability to the company. Do you remember that question?

A Yes.

Q Do you recall seeing on the -- on those documents indicating that Dr. T was not a shareholder a disclaimer that indicated that Dr. T was taking the position that he was a shareholder?

A I have seen that disclaimer. I'm not sure what document it was on, but I have seen that.

Q Would that disclaimer limit or reduce the concern about a contingent liability based on misrepresentations to potential investors?

A I believe it would.

Q And are you aware of any -- aware of any document that Charleston Labs provided to any potential investor that contained a misrepresentation?

A I'm not aware of any document that Charleston Labs provided to any prospective investor that I've had the opportunity to determine contained a material misrepresentation.

Q That's all I have.

MR. RICHTER: That's all. Thanks.

THE VIDEOGRAPHER: This concludes the deposition of Gregory B. Adams. We're off the record at 1:11, Media No. 2.

THE COURT REPORTER: Do you both need a copy of the transcript?

MR. RICHTER: Yes, electronic, please.

MR. JORDAN: Yes.

(The deposition was concluded.)

- - -

SIGNATURE OF DEPONENT

I, the undersigned, DR. GREGORY B. ADAMS, ESQ., do hereby certify that I have read the foregoing deposition transcript and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE
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GREGORY B. ADAMS DATE

CERTIFICATE OF REPORTER

I, Marie H. Bruegger, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify:

That the foregoing deposition was taken before me on the date and at the time and location stated on Page 1 of this transcript; that the deponent was duly sworn to testify to the truth, the whole truth, and nothing but the truth; that the testimony of the deponent and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed; that the foregoing deposition as typed is a true, accurate, and complete record of the testimony of the deponent and of all objections made at the time of the examination to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 18th day of March 2019, at Johns Island, Charleston County, South Carolina.

Marie H. Bruegger

Marie H. Bruegger,
Registered Professional Reporter
Notary Public
State of South Carolina at Large
My Commission expires:
April 18, 2021

DEFENDANT'S EXHIBIT MB
Adams 3-13-19

STATE OF SOUTH CAROLINA

ISSUED BY THE COMMON PLEAS COURT IN THE COUNTY OF CHARLESTON

Charleston Laboratories, Inc., Plaintiff

v.

SUBPOENA IN A CIVIL CASE

Womble, Carlyle, Sandridge & Rice, LLP, Defendant

Case Number: 2017-CP-10-03768

Pending in Charleston County

TO: **Gregory B. Adams, c/o Bland Richter, LLP**

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a **video deposition** in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Bland Richter, LLP **18 Broad Street** **Charleston, South Carolina 29401**	**March 13, 2019, 10:00 AM**

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below:

SEE "EXHIBIT A" ATTACHED

PLACE	DATE AND TIME
Robinson Gray Stepp & Laffitte, LLC **1310 Gadsden Street** **Columbia, South Carolina 29201**	**March 7, 2019, 10:00 AM**

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
	, AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Attorney/Issuing Officer's Signature	2/25/2019	**William H. Jordan**
	Date	Print Name

Indicate if Attorney for Plaintiff or **Defendant**

Attorney's Address and Telephone Number:

Robinson, Gray, Stepp & Laffitte, LLC, PO BOX 11449, Columbia, SC 29211, 803-231-7815

Clerk of Court/Issuing Officer's Signature	Date	Print Name

Pro Se Litigant's Name, Address and Telephone Number:

SCCA 254 (05/2015)

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on pages 2 and 3)

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL
	PLACE	☐ YES ☐ NO AMOUNT $
SERVED ON: Gregory B. Adams c/o Bland Richter, LLP		MANNER OF SERVICE Email and US Mail
SERVED BY Cyndi Nygord		TITLE Paralegal

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on: February 25, 2019

Cyndi Nygord
SIGNATURE OF SERVER

Robinson Gray Stepp & Laffitte, LLC, PO BOX 11449, Columbia, SC 29211
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on pages 2 and 3)

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1)(A)A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(6)(B). The court may specify conditions for the discovery.

(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

Exhibit A

Charleston Laboratories, Inc. v. Womble Carlyle Sandridge & Rice, LLP

1. A copy of your most recent curriculum vitae.

2. A copy of your entire filed related to this case.

3. All documents reflecting communications between you and counsel for Plaintiff relating to this case.

4. All documents reflecting communications between you and any representative of Charleston Laboratories, Inc.

5. All documents you relied upon in formulating any testimony to be offered in this case.

6. All documents relied upon in preparing any reports to or for the Plaintiff in this case.

7. All documents you have received relating to this case.

8. All publications you have authored or co-authored or in which you have been quoted regarding issues related to the opinions you intend to offer in this case.

STATE SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT
Charleston Laboratories, Inc., Plaintiff, vs. Womble, Carlyle, Sandridge & Rice, LLP, Defendant.	ACTION NO: 2017-CP-10-3768 AFFIDAVIT OF EXPERT OPINION OF DR. GREGORY B. ADAMS

PERSONALLY APPEARED before me Gregory B. Adams who, being duly sworn, deposes and says that:

1. It is my expert opinion, held to a reasonable degree of professional certainty, that the complaint in this matter alleges facts establishing that the defendant law firm, Womble, Carlyle, Sandridge & Rice, LLP, [WCSR] and its lawyers Dean Wayne Rutley and David B. Baddour had attorney–client relationships with plaintiff Charleston Laboratories, Inc. [Charleston Labs] and owed it professional and fiduciary duties, which defendant breached, failing to adhere to the standard of care required of lawyers; some of these negligent acts and the factual basis for them are set forth below:

   A. Defendant and its lawyers Dean Rutley and David Baddour owed professional, legal, ethical, and fiduciary duties to plaintiff Charleston Labs throughout the events forming the basis for this lawsuit:

      i. Shortly after its incorporation in June 2007, Charleston Labs retained defendant WCSR and its partner Dean Rutley to provide the legal advice and services it needed as a new business,

DEFENDANT'S EXHIBIT 2 NB
Adams 8-13-19

including corporate organization, documentation, and securities as well as assisting it in raising capital. WCSR continued to provide corporate legal advice and services to Charleston Labs for more than seven years, until late 2014.

ii. On May 20, 2008 defendant WCSR, through its lawyers Rutley and Baddour, undertook to advise Charleston Labs how to protect its interests when it hired three new at-will employees, John Ameling, Bernard Schachtel, and Raymond Takigiku, who were all to become shareholders in Charleston Labs, along with its founders, G. Paul Bosse III, Ryan Baker, and Chris Goodwin.

a. Defendant WCSR, through its associate Baddour, advised Charleston Labs that its interests could be protected through the execution of two contracts that WCSR would draft for it:

(1) a Stockholders' Agreement (SHA) between all six of the "Founding Stockholders"– Bosse, Baker, and Goodwin as well as newcomers Ameling, Schachtel, and Takigiku, and

(2) a Stock Restriction Agreement (SRA) executed by newcomers Ameling, Schachtel, and Takigiku.

b. Over the next ten days Baddour spent eight hours drafting and revising the SHA and SRA and advising Charleston Labs, through its CEO Bosse, about the proper content of the agreements and their execution.

c. On May 30, 2008, as advised by WCSR, the SHA and SRA WSCR drafted were executed and made effective as of May 30, 2008.

d. The SHA and the SRA drafted by WCSR were inconsistent and their relationship was unclear.

(1) Although the agreements had overlapping sets of parties (both agreements affected the company's legal relationships with newcomers Ameling, Schachtel, and Takigiku, but only the SHA applied to Bosse, Baker, and Goodwin – who were not parties to the SRA) and

(2) although both the SHA and the SRA gave Charleston Labs rights to repurchase shares of its stock from Ameling, Schachtel, and Takigiku and

(3) although the triggering events and repurchase price terms differed between the two agreements,

(4) neither agreement referred to the other or contained any provision governing the relationship with contemporaneous agreements;

(5) instead, both the SHA and the SRA merely contained a standard integration clause superseding all prior written and oral agreements.

e. Also on May 30, 2008, Charleston Labs issued 210 shares of common stock to Takigiku for an aggregate price of $2.10 ($0.01 per share) evidenced by Charleston Labs

Stock Certificate No. 12. The reverse side of Stock Certificate No. 12 indicated that the shares were subject to the transfer restrictions and rights of repurchase contained in both the SHA and SRA.

f. On September 25, 2008, Takigiku's 210 shares were automatically converted into 420,000 shares of common stock upon consummation of a 2,000-to-1 forward split. Charleston Labs marked Stock Certificate No. 12 "Cancelled" and replaced it with Stock Certificate No. 14, representing the 420,000 shares of converted stock belonging to Takigiku.

iii. On March 16, 2010 defendant WCSR, through its lawyers Rutley and Baddour, undertook to advise Charleston Labs about the termination of Raymond Takigiku and the repurchase of his shares in the company.

a. On March 19, 2010, after consultation with and following the legal advice of WCSR, Charleston Labs sent Takigiku a letter terminating him for cause. This letter had been reviewed, analyzed, and revised by WCSR, and Charleston Labs' CEO Bosse had discussed it with and received correspondence from WCSR lawyer Baddour.

b. On March 26, 2010, after consultation with and following the legal advice of WCSR, Charleston Labs sent Takigiku a letter exercising its right to repurchase his shares. Enclosed with the letter was a check for $2.10 in full payment for

his shares and a Redemption and Settlement Agreement prepared by WCSR, which referred to the SRA but not the SHA. This letter, too, had been reviewed, analyzed, and revised by WCSR, and Charleston Labs' CEO Bosse had discussed it with and received correspondence from WCSR lawyer Baddour.

iv. WCSR continued to advise and provide legal services to Charleston Labs through 2014. The most recent WSCR Statement for Services Rendered to Charleston Labs that I have reviewed is dated December 19, 2014.

v. I have been informed, and the Complaint alleges, that Charleston Labs has paid all of the amounts billed it by WCSR throughout the seven years that WCSR and its lawyers had ongoing attorney–client relationships with the company.

B. In September 2015, Raymond Takigiku asserted that he was still a shareholder in Charleston Labs because Charleston Labs had not properly repurchased his shares under the terms of the SHA and the SRA.

i. Takigiku claimed that the SRA limited Charleston Labs' repurchase rights and that it had no right to repurchase his shares under the terms of the SHA.

ii. Takigiku also claimed that, even if Charleston Labs had the right to repurchase his shares under the SHA, the company had not effectively exercised that right because neither of the March 2010 letters referred to the SHA or purported to exercise rights under it

(and the Redemption and Settlement Agreement accompanying the March 26 letter referred to the SRA, not the SHA).

C. To resolve this dispute about whether Raymond Takigiku was still a shareholder in Charleston Labs, Charleston Labs retained the Greenberg Traurig law firm and in November 2015 filed a declaratory judgment action against Takigiku. Takigiku filed a counter-claim. On September 12, 2016 U.S. District Judge James I. Cohn granted Charleston Labs' motion for summary judgment and denied Takigiku's motion for summary judgment, ruling that Takigiku was not a shareholder in Charleston Labs because his shares had been repurchased in March 2010. Charleston Labs spent a considerable amount of money to resolve this dispute; the Complaint in this action alleges that the litigation cost to Charleston Labs was almost $2,000,000.00.

D. The claim asserted by Takigiku, resulting in the federal court litigation and legal expenses, was based on (1) the terms of the 2008 SRA and SHA and (2) the wording of the March 2010 letters and the attached Redemption and Settlement Agreement. All of these documents were drafted or revised by WCSR. All were analyzed by WCSR lawyers. All were used by Charleston Labs because WCSR advised it to use them, assuring it that these documents were appropriate to achieve its legal goals and meet its legal needs.

E. It is my expert opinion that WCSR and its lawyers owed their client Charleston Labs professional, fiduciary, and contractual duties of competence, diligence, and communication. WCSR was obligated to render its legal advice and services to Charleston Labs with the degree of

skill, care, knowledge, and judgment usually possessed and exercised by members of the legal profession. "Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation." Rule 1.1, S.C. Rules of Professional Conduct, S.C.A.C.R. 407.

F. It is my expert opinion that WCSR and its lawyers violated their duties to their client Charleston Labs by violating the standard of care governing them and in rendering legal advice and services to Charleston Labs while failing to exercise the degree of skill, care, legal knowledge, thoroughness, preparation, and judgment reasonably necessary for the representation and usually possessed and exercised by members of the legal profession. Some of the breaches by WCSR and its lawyers include

i. creating ambiguity and legal uncertainty regarding their client's rights by drafting the SRA and SHA as contemporaneous agreements without assuring their consistency and clarifying their relationship,

(1) although the agreements had overlapping sets of parties (both agreements affected the company's legal relationships with newcomers Ameling, Schachtel, and Takigiku, but only the SHA applied to Bosse, Baker, and Goodwin – who were not parties to the SRA), and

(2) although both the SHA and the SRA gave Charleston Labs rights to repurchase shares of its stock from Ameling, Schachtel, and Takigiku, and

(3) although the triggering events and repurchase price terms differed between the two agreements.

(4) Both agreements should have explicitly referred to the other and contained provisions governing their relationship as contemporaneous agreements.

(5) Once the SHA and SRA had been executed and the shares issued, the rights of Charleston Labs should have been clear.

ii. In failing to draft the March 2010 letters terminating Takigiku and repurchasing his shares to explicitly, unambiguously specify the rights being exercised by Charleston Labs and the source of those rights and in failing to correctly refer to the SHA – not the SRA – in the attached Redemption and Settlement Agreement.

iii. In creating ambiguity in the agreements and uncertainty in Charleston Labs' exercise of its rights under them, leading to costly litigation that would have been unnecessary and unlikely had WCSR fulfilled its duties to its client.

G. It is my expert opinion that these violations of duty by WCSR and its lawyers proximately caused substantial damage to their client Charleston Labs. It is more likely than not that there would have been no litigation between Charleston Labs and Takigiku had they not breached these duties, and even if there had been claims by Takigiku or litigation, it most certainly would have been much less expensive.

2. My resumé, attached as Exhibit A, demonstrates why federal and state courts, including the South Carolina Supreme Court and Court of Appeals, have held

that I am qualified as an expert witness and thus to execute the affidavit required by South Carolina Code of Laws § 15-36-100, which does not require me to state all negligent acts, omissions, or wrongdoing by defendant.

A. I am a tenured law professor at the University of South Carolina School of Law, where I have been teaching since 1978. My subjects of expertise include lawyers' ethics, professional responsibility, and fiduciary duties.

B. I have earned a J.S.D. (Doctor of Juridical Science) and an LL.M. from Columbia University, as well as my J.D. from Louisiana State University.

C. Federal and state courts in South Carolina have recognized my expertise, including the South Carolina Supreme Court in *State v. Morris*, 376 S.C. 189, 656 S.E.2d 359 (2008) (holding that I am qualified as an expert witness and that my expert testimony was accurate and proper) and *Smith v. Haynsworth, Marion, McKay & Guerard*, 322 S.C. 433, 472 S.E.2d 612 (1996) (holding that I am qualified as an expert witness on issues of lawyers' duties and it was reversible error to rule otherwise), and the Court of Appeals in *Ellis v. Davidson*, 358 S.C. 509, 595 S.E.2d 817 (Ct. App. 2004) (holding it was reversible error to discount my expert opinion in a legal malpractice case and to refuse to give it efficacy). Additionally, three South Carolina Attorneys General, the South Carolina Secretary of State, and the United States Attorney for the District of South Carolina have relied upon my expertise to guide and assist them in significant criminal investigations and prosecutions, and the United States Securities and Exchange Commission has retained me as an expert witness on lawyers' duties.

3. I hold all of the expert opinions I have expressed in this affidavit to a reasonable degree of legal certainty; the results are more probable than not.

4. I have been retained as an expert witness by counsel for plaintiff. My expert opinions are based upon the allegations of the complaint, which I assume to be true because they are supported by substantial, incontrovertible evidence which I have reviewed. This evidence is the kind usually relied upon by experts in this field and includes

   A. the WSCR invoices to Charleston Labs from November 29, 2007 to December 19, 2014;

   B. the September 12, 2016 Order on Motions for Summary Judgment of U.S. District Judge James I. Cohn in *Charleston Laboratories, Inc. v. Dr. Raymond Takigiku* and the docket, pleadings, and motions in that case;

   C. the May 30, 2008 Stockholders Agreement (SHA);

   D. the May 30, 2008 Stock Restriction Agreement (SRA) of Raymond Takigiku;

   E. Charleston Labs Stock Certificate No. 12 and corporate records associated with it;

   F. Charleston Labs Stock Certificate No. 14 and corporate records associated with it;

   G. the March 19, 2010 letter of Charleston Labs to Takigiku terminating him with cause;

   H. the March 26, 2010 letter of Charleston Labs to Takigiku paying him for his shares of stock and enclosing the Redemption and Settlement

Agreement;

I. the Redemption and Settlement Agreement sent by Charleston Labs to the March 19, 2010 letter of Charleston Labs to Takigiku with the March 26, 2010 letter.

5. Because of the preliminary nature of this case, these opinions are subject to expansion and modification as further evidence or issues develop.

Further the affiant sayeth not.

Dr. Gregory B. Adams

Sworn to and subscribed before me
this 7 th day of July 2017.

Notary Public for South Carolina
My Commission Expires: 4/9/2023

DR. GREGORY B. ADAMS, ESQ.

1154 Sea Eagle Watch, Charleston, South Carolina 29412
Dr.G.B.Adams@iCloud.com

PROFESSIONAL EXPERIENCE

Emeritus Professor of Law, University of South Carolina School of Law, 2018–
Law Professor (tenured), University of South Carolina, 1978–2018.
SUBJECTS TAUGHT: Professional Responsibility; Cybersecurity; Legal Technology; Ethical Issues in Criminal Practice; Judicial Ethics; Legal Profession; Contracts; Corporate Law; Business Planning; Agency, Partnership & Limited Liability Companies; Antitrust; International Business Law; European Union Law.
Associate, University of South Carolina Rule of Law Consortium (2011-18).
Founding Director, Program on Judicial Ethics, Selection, Accountability, and Independence, University of South Carolina School of Law (2003-12).
Visiting Professor of Law, Pskov Volny University, Pskov, Russia, Spring 2001.
Visiting Professor of Law, University of Southampton, Southampton, England, Fall 1989.
Visiting Professor of Law, Rutgers University, Newark, NJ, 1983-1984.
Stagiaire, Commission of the European Communities (European Union), Brussels, Belgium, 1979.
Research Associate, Institute of European Studies, University of Brussels (U.L.B.), 1979.
Visiting Scholar, Faculté de Droit, Université Catholique de Louvain, Belgium, 1978.
Assistant Professor, Southern University School of Law, 1975-1977.
Consultant, Louisiana Legislative Council, 1976-1977.
Attorney with Breazeale, Sachse & Wilson, Baton Rouge, LA, 1973-1975.
Admitted to Practice by the Louisiana Supreme Court and the South Carolina Supreme Court.

EDUCATION

J.S.D. 1986
Columbia University School of Law New York, New York
Dissertation: Control of Monopoly Power in Europe and the United States

LL.M. 1979
Columbia University School of Law New York, New York
Thesis: E.E.C. and U.S. Antitrust Regulation of Monopolists' Refusals to Deal
Jervey Fellow in Foreign Law, Parker School, Columbia University, 1977-1979.

J.D. 1973
Louisiana State University Law Center Baton Rouge, LA
Order of the Coif; Louisiana Law Review; Moot Court Board; Winner, Robert Lee Tullis Moot Court Competition before the Louisiana Supreme Court.

B.S. 1977
Louisiana State University Baton Rouge, LA
Phi Kappa Phi
College of Arts & Science, Vanderbilt University Nashville, TN 1966-1968

DEFENDANT'S EXHIBIT MB 3 Adams 3-13-19

Honors and Recognition

Outstanding Faculty Publications Award, University of South Carolina School of Law (April 2006, Book, Runner Up)
Louisiana State University Law Center Hall of Fame
Twenty Year Who's Who Honoree
Who's Who in the World
Who's Who in America
Who's Who in American Law
Who's Who in American Education
Who's Who in the South and Southwest
Who's Who of Emerging Leaders in America
Who's Who in Law Education
Dictionary of Int'l Biography (Cambridge, U.K.)

State v. Morris, 376 S.C. 189, 656 S.E.2d 359 (2008) (holding GBA qualified as an expert witness and that GBA's expert testimony was accurate and proper)

Smith v. Haynsworth, Marion, McKay & Guerard, 322 S.C. 433, 472 S.E.2d 612 (1996) (holding GBA qualified as an expert witness; reversible error to rule otherwise)

Ellis v. Davidson, 358 S.C. 509, 595 S.E.2d 817 (Ct. App., 2004) (holding it was reversible error to discount GBA's expert opinion and fail to give it efficacy)

Davis v. Hamm, 300 S.C. 284, 387 S.E.2d 676 (Ct. App., 1989) ("excellent discussion of the ramifications of these statutes" in "Litigation of Corporate Law Disputes After the Recent Amendments of the Corporate Code," in Current Issues in Civil Litigation, S.C. Bar Continuing Judicial Legal Education Seminar 1989)

Publications

South Carolina Corporate Practice Manual (2nd ed. 2005, S.C. Bar) (lead author, coauthors: Burkhard, Cleveland, Clark, Hellwig, Merline).

"Reflections on the Reactions to Proposed Rule 8.5: Consensus of Failure," 36 S. Texas Law Review 1101 (1995).

"Introductory Remarks to the Conference on the Commercialization of the Legal Profession," 45 S.C. L. Rev. 883 (1994) (with Nathan M. Crystal).

Report of the Proceedings, Conference on the Commercialization of the Legal Profession (with Nathan M. Crystal), authored: "Summary of Discussion of Frankel Paper," 45 S.C.L. Rev. 901; "Summary of Discussion of Palay/Galanter Paper," 45 S.C.L. Rev. 929; "Summary of Discussion of Martyn Paper," 45 S.C.L. Rev. 961; "Summary of Discussion of Dimitriou Paper," 45 S.C.L. Rev. 999 (1994).

"The Ethical Lawyer," occasional column in the S.C. Trial Lawyer Bulletin beginning 1994.

"Suing Corporations and Those Behind Them," 1992 S.C. Trial Lawyer Bulletin 17.

South Carolina Corporate Practice Manual (S.C. Bar, 1989) (with Cleveland, Burkhard, McWilliams).

"European and American Antitrust Regulation of Pricing by Monopolists," 18 Vanderbilt Journal of Trans. Law 1 (1985).

"Antitrust Constraints on Single-Firm Refusals to Deal by Monopolists in the European Economic Community and the United States," 20 Texas Int'l L. J. 1 (1985).

"The 1981 Revision of the South Carolina Business Corporation Act," 33 S.C. L. Rev. 405 (1982).

"Inheritance Taxation of Trusts," in 11 L. Oppenheim & S. Ingram, Louisiana Civil Law Treatise, Trusts (1977).

Public Service

Member, American Bar Association Ethics and Professionalism Committee, A.B.A. Law Practice Division (2015-2018).
Member, American Bar Association Law Practice Futures Initiative, A.B.A. Law Practice Division (2015-2016).
Expert Witness, United States Securities and Exchange Commission, *U.S. S.E.C. v. Staples* (2013)
Invited Expert Witness, Judicial Merit Selection Study Committee, SC Senate (9/17/07)
Member, S.C. Bar, Professional Responsibility Committee, 1993-2012 (chair or member of numerous subcommittees, including Ethics 2000 Subcommittee; presented Ethics 2000 recommendations to S.C. Bar House of Delegates).
Member, S.C. Bar, Unauthorized Practice Committee, 1994, 2000-2003.
Member, S.C. Bar, Technology Committee, 1996-1998.
Ethics Consultant, South Carolina Association for Justice, 1994-2014.
Co-Founder and Vice-President, South Carolina Association of Ethics Counsel, 2000-present.
Expert Witness and advisor to the South Carolina Attorney General in the criminal investigation and prosecutions for securities fraud in connection with the failure of Carolina Investors and HomeGold Financial, 2003-2008.
Expert Consultant for the South Carolina Department of Natural Resources, re: piercing the corporate veil, 2000
Expert Consultant for the South Carolina Department of Health and Environmental Control, re: piercing the corporate veil to impose environmental liability under CERCLA, 1997-1999.
Reporter, South Carolina Uniform Commercial Code Article 2A (South Carolina Law Institute at the request of the South Carolina General Assembly, 1996-2001).
Expert Witness and advisor to the South Carolina Attorney General in criminal prosecution of John O'Quinn, Esq. for unauthorized practice of law and illegal solicitation, 1996-1997.
Co-Reporter, Conference on the Commercialization of the Legal Profession, Charleston, S.C., May 1993.
Expert Witness for the United States before the Federal Grand Jury investigating securities fraud, May 1993.
Member, Governing Board, Center for Law, the Legal Profession, and Public Policy, 1991-93, 1998-2000.
Member, Blue Ribbon Committee on Corporate Law, South Carolina Secretary of State, 1991-95.
Securities Law Expert for the South Carolina Attorney General in connection with the bankruptcy of Patriots Point Associates, 1989-91.
Advisor to the S.C. Deputy Securities Commissioner and the S.C. Senate Judiciary Committee on Corporate Law issues.
Co-Reporter, South Carolina Business Corporation Act of 1988 (South Carolina Law Institute for the South Carolina General Assembly, 1986-88).
Member, Louisiana State Law Institute, Civil Code Revision Committee, 1975-1977.

Presentations

"Competently Confidential: Cyber for Lawyers - Ethics, Liability, Security," Eighth Annual Everything You Need To Know About Ethics, S.C.A.E.C. – S.C. Bar CLE, Columbia, SC (2/20/19)
"Essential Cybersecurity Plans for Law Firms," S.C. Bar LEAPP Law Office Management School, Columbia, SC (2/7/19)
"Bearers of Bad Tidings: Please Don't Shoot the Lawyer," 23rd Annual Charleston County Probate Court Seminar, The Mills House Wyndham Grand Hotel, Charleston, SC (12/6/18)
"Competent Confidentiality," Seventh Annual Everything You Need To Know About Ethics, S.C.A.E.C. – S.C. Bar CLE, Columbia, SC (2/21/18)
"The Artificial Intelligence Evolution of the Legal Research Process," Surviving the A.I. Surge: Artificial Intelligence and the Practice of Law, 2018 South Carolina Law Review Symposium (2/9/18) (moderator)
"Cyber-Fraud: Cyber-Ethics, Cyber-Liability, Cyber-Security," S.C. Bar LEAPP Law Office Management School, Columbia, SC (2/7/18)
"Fulfilling Lawyers' Duties of Technological Competence," University of South Carolina Legal IT Seminar, Columbia, SC (1/11/18)
"Staying Away From the Dark Side: Fulfilling Your Duties of Competent Confidentiality," 22nd Annual Charleston County Probate Court Seminar, The Mills House Wyndham Grand Hotel, Charleston, SC (12/15/17)
"Ethics and Professionalism for Lawyers in a Social Media World," Secrets to a Successful Plaintiff's Personal Injury Practice, S.C. Bar CLE, Columbia, SC (10/5/17)
"Cyber-Ethics for Lawyers," Workers Injury Law and Advocacy Group Regional Conference, Atlanta, GA (3/27/17) (with Paula J. Frederick, Esq., General Counsel, State Bar of Georgia)
"Operational Cyber-Security for Lawyers," WFG Winter Underwriting Seminar, Columbia, SC (2/7/17)
"Cyber-Fraud, Cyber-Ethics, Cyber-Liability, Cyber-Security," S.C. Bar LEAPP Law Office Management School, Columbia, SC (2/7/17)
"Cyber-Ethics, Cyber-Security, Cyber-Liability, and Cyber-Insurance for Lawyers and Law Firms," Sixth Annual Everything You Need To Know About Ethics, S.C.A.E.C. – S.C. Bar CLE, Columbia, SC (1/13/17)
"Ethical Issues in Criminal Cases: *Slager* & *Roof*," Twenty-first Annual Charleston County Probate Court Seminar, The Mills House Wyndham Grand Hotel, Charleston, SC (12/16/16)
"Getting Clients Ethically While Promoting Our Profession," Florence County Bar (11/30/16)
"Technology for Safe and Sane Lawyering," S.C. Bar LEAPP Law Office Management School (9/29/16)
"Regulating Unauthorized Multijurisdictional Virtual Law Practice," S.C. Law School (2/22/16)
"Practice-Specific Concerns Regarding Cyber Attacks," Panel Moderator, Cyber Attacks & Civil Liability, S.C. Law Review Symposium (2/5/16)
"Highlights from the Technology and Law Seminar: Why Do I Have To Understand This Stuff?," Fifth Annual Everything You Need To Know About Ethics, S.C.A.E.C. – S.C. Bar CLE, Columbia, SC (1/15/16)
"Future Ethics for Lawyers in the Age of the Jetsons," Twentieth Annual Charleston County Probate Court Seminar, The Mills House Hotel, Charleston, SC (12/17/15)
"Ethical Management of Technology: Survival Techniques for Lawyers and Law Firms," Technology Techniques & Security for Litigators and Transactional Lawyers, S.C. Bar CLE, Columbia, SC (12/10/15)
"The Ethics of Technology in Law Practice," Technology Techniques & Security for Litigators and Transactional Lawyers, S.C. Bar CLE, Columbia, SC (12/10/15)
"Technology for Safe & Sane Lawyering," S.C. Bar LEAPP Law Office Management School (10/1/15)

"Cybersecurity Ethics: Encryption for Solo Lawyers and Small Law Firms," LPM-TECH CONFERENCE 2015, S.C. Bar Solo & Small Firm Section, Columbia, SC (9/18/05)
"Minister of Justice, Guardian of the Constitution," 14th Circuit Solicitor's Office Career Prosecutor Program and Externship, Bluffton, SC (6/1/15)
"Ethics for Criminal Defense Counsel in the Age of Social Media and the Internet," Federal Public Defender Seminar for Criminal Justice Act Attorneys (5/8/15)
"Ethics of Lawyers Working for Nonprofits & Serving on Nonprofit Boards," South Carolina Nonprofit Corporate Update, S.C. Bar CLE, Columbia, SC (2/5/15)
"Ethics of Confidentiality Online: Cybersecurity & Encryption," Fourth Annual Everything You Need To Know About Ethics, S.C.A.E.C. - S.C. Bar CLE, Columbia, SC (1/16/15)
"*Fabian v. Lindsay*: Lawyers' Liability to Intended Beneficiaries," with Professor S. Alan Medlin, Nineteenth Annual Charleston County Probate Court Seminar, The Mills House Hotel, Charleston, SC (12/12/14)
"Cybersecurity: Lawyers Safely Using Smartphones, Email, and the Cloud in the Age of International Hackers and Government Spies," S.C. Bar CLE, Columbia, SC (8/26/14)
"Ethics for Prosecutors," 14th Circuit Solicitor's Office Career Prosecutor Program and Externship, Bluffton, SC (6/30/14)
"Modification of Fees and Other Contract Questions: Rules 1.8 and 1.5," Third Annual Everything You Need To Know About Ethics, S.C.A.E.C.-S.C. Bar CLE, Columbia, SC (1/17/14)
"Modification of Fee Agreements During the Representation: Ethical Duties, Fiduciary Duties, Contract Law," Eighteenth Annual Charleston County Probate Court Seminar, The Mills House Hotel, Charleston, SC (12/12/13)
"Legal Ethics and Social Media: How to Stay Out of Trouble and Protect Your Lawyer's Law License," Palmetto Paralegal Association Seminar, Columbia, SC (10/16/13)
"Professional Responsibility for Prosecutors," 14th Circuit Solicitor's Office Career Prosecutor Program and Externship, Bluffton, SC (May 29-30, 2013)
"War of the Roses & Roses, LLC: The Sequel - When Partners Leave the Firm," Everything You Need To Know About Ethics, S.C.A.E.C.-S.C. Bar CLE, Columbia, SC (1/18/13)
"Getting Paid, Keeping the Money, and Safeguarding Your License: How to Manage Your Cash Flow, Trust Account, and Bottom Line Under the New Rules Without Inviting a Visit from Disciplinary Authorities," Seventeenth Annual Charleston County Probate Court Seminar, The Mills House Hotel, Charleston, SC (12/6/12)
"Getting Paid, Keeping the Money, and Safeguarding Your License: How to Manage Your Cash Flow, Trust Account, and Bottom Line Under the New Rules Without Inviting a Visit from Disciplinary Authorities," S.C. Association for Justice, Auto Torts Seminar, Buckhead Ritz Carlton, Atlanta, GA (12/1/12)
"Mike Nifong - Aberrational Rogue?," U.S.C. Law School Symposium on Prosecutorial Ethics and Duties, Columbia, SC (3/16/12)
"How to Get Paid Now!," Everything You Need To Know About Ethics, S.C.A.E.C.-S.C. Bar CLE, Columbia, SC (1/13/12)
"Current Professional Responsibility Issues for Litigators," S.C. Tort Law Update, S.C. Bar CLE, U.S.C. Law School (1/6/12)
"Fiduciary Duties of Estate Planning & Probate Lawyers: General Principles and S.C. Cases," Sixteenth Annual Charleston County Probate Court Seminar, The Mills House Hotel, Charleston, SC(12/13/11)
"Advanced Ethics for Legislative Attorneys," South Carolina General Assembly, Columbia, SC (10/5/11)

"Judicial Ethics for S.C. Workers' Compensation Commissioners," S.C. Workers' Compensation Commission Continuing Judicial Ethics Seminar, Columbia, SC (11/16/10)
"Ethics for Legislative Attorneys," South Carolina General Assembly, Columbia, SC (10/6/10)
"Current Ethical Issues and Trends," York County Bar Association Ethics CLE, Panel with S.C. Supreme Court Justice Costa M. Pleicones and S.C. Disciplinary Counsel Lesley M. Coggiola, Esq., Rock Hill, SC (3/12/10)
"Lawyers in the Crosshairs: Recent South Carolina Cases of Concern to Estate Planning and Probate Lawyers," Fourteenth Annual Charleston County Probate Court Seminar, The Mills House Hotel, Charleston, SC (12/15/09)
"Judicial Ethics for S.C. Workers' Compensation Commissioners," S.C. Workers' Compensation Commission Continuing Judicial Ethics Seminar, Columbia, SC (11/17/09)
"Regulating Lawyer Behavior Through Recent South Carolina Tort Cases: Issues of Lawyer Ethics, Professionalism, and Liability," S.C. Tort Law Update, S.C. Bar CLE, U.S.C. Law School (11/13/09)
"Lawyers' Ethical Responsibilities and the Torture Memoranda," Amnesty International Panel Discussion, University of South Carolina, Columbia, SC (4/15/09)
"The 'Of Counsel' Agreement," S.C. Bar Annual Convention, Myrtle Beach, SC (1/24/09)
"Ethical Duties in Family Estate Planning," Thirteenth Annual Charleston County Probate Court Seminar, The Mills House Hotel, Charleston, SC (12/11/08)
"Teaching Professional Responsibility in U.S. Law Schools," Southeastern Ass'n of Law Schools, Ritz Carlton, Palm Beach, FL (7/31/08)
"Judicial Selection in the United States," S.C. Supreme Court Teachers Institute, Columbia, SC (6/23/08)
"Corporate Lawyers as Fiduciaries," S.C. Bar Annual Convention, Charleston, SC (1/25/08)
"My Heroes Have Always Been Lawyers and They Still Are, It Seems," Twelfth Annual Charleston County Probate Court Seminar, The Mills House Hotel, Charleston, SC (12/13/07)
"Prosecutorial Ethics: Was the Duke Lacrosse Case an Aberration or the Tip of the Iceberg?," SCTLA Annual Convention, Hilton Head Island (8/3/07).
"Malpractice Liability of Estate-Planning Lawyers," Eleventh Annual Charleston County Probate Court Seminar, The Mills House Hotel, Charleston, S.C. (12/7/06).
"Ethics for Trial Lawyers: How to Avoid Those Hidden Land Mines," S.C.T.L.A. Auto Torts Seminar XXIX, Ritz-Carlton, Buckhead, Atlanta, GA (12/2/06).
"Ethical Issues for the Sports Attorney-Agent: Lessons from *Vortex v. Ware*," International Sport and Entertainment Management Conference, Metropolitan Convention Center, Columbia, SC (11/9/06).
"Ethics in Workers Comp Practice: Negotiation," ASCCAWC Annual Convention, Grove Park Inn, Asheville, NC (11/4/06).
"Probate Judges and Lawyers: Prohibition of *Ex Parte* Communications," Fourteenth Annual Probate Bench/Bar Conference, Columbia, SC (9/15/06).
"The Future Regulation of Lawyer Advertising Under the Proposed S.C. Rules of Professional Conduct," SCTLA Annual Convention, Hilton Head Island (8/4/06).
"Free Speech and Judicial Selection: Implications of *White v. Republican Party*," Southeastern Association of Law Schools, The Breakers Hotel, Palm Beach, FL (7/20/06).
"The New South Carolina Rules of Professional Conduct," Tenth Annual Charleston County Probate Court Seminar, The Mills House Hotel, Charleston, S.C. (12/15/05).
"Ethical Use of Discovery Under the Workers' Compensation Act; Contact with Employer Witnesses; Use of Subpoenas in a Workers' Compensation Case; Frivolous Defenses: What to do About Them," ASCCAWC Annual Meeting, Grove Park Inn, Asheville, N.C. (11/4/05).

"Applying the SC Code of Judicial Conduct to Workers' Compensation Commissioners: Lessons for Lawyers Practicing Before the Commission," SCWCEA Educational Conference CLE, Marriott Myrtle Beach Resort (10/24/05).

"The New SC Rules of Professional Conduct: You Really Can't Do THAT Anymore!," SCWCEA Educational Conference, Marriott Myrtle Beach Resort (10/24/05).

"Newly Revised Frivolous Procedures Act & Other Ethical Issues," SCTLA Tort Reform Seminar, Columbia, S.C. (10/14/05).

Moderator and Coordinator, S.C. Corporate Practice Seminar, S.C. Bar CLE, U.S.C. Law School (9/30/05). Speaker: "Ethical Issues in S.C. Corporate Law for the General Practitioner and the Corporate Lawyer:

Ethical Issues Presented by Choices of Control Devices
Ethical Issues Arising from Threats of Owner Liability
The Big Ethical Question: Who Is The Client?"

"The Code of Judicial Conduct: Does It Effect How We Practice Workers' Comp?," S.C. Bar CLE, U.S.C. Law School (8/26/05).

"Ethics Seminar: The New Rules of Professional Conduct," SCTLA Annual Convention, Hilton Head Island (8/5/05).

"Ethics 2000: The New Rules of Professional Conduct — You Can't Do That Anymore!," C.L.E. Ethics Seminar, Richland County Bar Association (11/5/04).

"Judicial Ethics Review," J.C.L.E. Ethics Seminar, S.C. Court Administration Magistrates' Training Program, Charleston, S.C. (8/18/04).

"The New S.C. Lawyers' Oath," C.L.E. Seminar, S.C. Bar, Charleston, S.C. (6/25/04).

"Judicial Ethics Review," J.C.L.E. Ethics Seminar, S.C. Court Administration Magistrates' Training Program, Columbia, S.C. (4/23/04).

"Ethics 2000 and Lawyers' Fees," C.L.E. Ethics Seminar, S.C. Bar & S.C. Association of Ethics Counsel, Columbia, S.C. (11/15/03).

"The Ethical Implications of *Brown v. Bi-Lo*," S.C. Workers Comp. Educational Ass'n Educational Conference, Kingston Plantation, Myrtle Beach, S.C. (10/20/03).

"Ethics 2000: The New Rules of Professional Conduct & Multi-Jurisdictional Practice of Law," C.L.E. Ethics Seminar, Investors Title Insurance Co. Seminars (9/17/03 Rock Hill, 9/12/03 Hilton Head).

"Ethics 2000: The New Rules of Professional Conduct — You Can't Do That Anymore!," C.L.E. Ethics Seminar, S.C.T.L.A. Convention (8/8/03).

"Political & Legal Ethics: The Pitfalls to Avoid," C.L.E. Ethics Seminar, S.C. Bar Annual Convention (Young Lawyers Division) (1/24/03).

"Recent Developments in Legal Ethics," C.L.E. Ethics Seminar, S.C. Bar & S.C. Association of Ethics Counsel (12/14/02).

"Current Ethical Issues in Real Estate Practice," C.L.E. Ethics Seminar, Security Title Insurance Company (11/8/02).

"Ethics of Attorney's Fees for Domestic Law Attorneys," C.L.E. Ethics Seminar, S.C. Bar (9/20/02).

"Discovery Abuse and Litigation Ethics," Paralegal Continuing Education Seminar, S.C.T.L.A. Convention (8/3/02).

"Discovery Abuse, Litigation Ethics, Supervision and Other Horrors," C.L.E. Ethics Seminar, S.C.T.L.A. Convention, Hilton Head, S.C. (8/2/02).

"Ethical Issues in Attorney Marketing Under the Amended Rules," C.L.E. Ethics Seminar, S.C. Bar (7/26/02).

"Ethics in the Practice of Criminal Law," C.L.E. Ethics Seminar, S.C. Bar (5/10/02).
"Professional Ethics in the Real World: Communication with Witnesses," C.L.E. Ethics Seminar, Ass'n S.C. Claimants' Attorneys for Workers Comp. (5/3/02).
"Lawyers and Paralegals Practicing Law When and Where They Shouldn't," C.L.E. Ethics Seminar, S.C. Bar and South Carolina Ass'n of Ethics Counsel (12/15/01).
"Proposed Disclosure Rule and Goods Funds Statute in South Carolina,"C.L.E. Ethics Seminar, S.C. Bar (8/17/01).
"Recent Developments in Ethics and Professional Responsibility," C.L.E. Ethics Seminar, S.C.T.L.A. Convention (8/3/01).
"Ethical Perils for Family Practitioners: Keeping Your License and Keeping Your Practice," C.L.E. Ethics Seminar, S.C. Bar (12/2/00).
"Ethical Issues in Workers Compensation Practice," C.L.E. Ethics Seminar, S.C. Workers' Comp. Educational Ass'n, Kingston Plantation, Myrtle Beach, S.C. (10/23/00).
"The Things That Make Paralegals Indispensable: Technology and the Future of the Practice of Law," Paralegal Continuing Education Seminar, S.C.T.L.A. Convention (8/5/00).
"Recent Developments in Ethics and Professional Responsibility," C.L.E. Ethics Seminar, S.C.T.L.A. Convention (8/4/00).
"The Internet – Legal Ethics in Cyberspace: Marketing on the Web and Communicating Via Email Under the Rules of Professional Conduct and the Amended South Carolina Rules Governing Advertising," SC Defense Trial Attorney's Association & SC Claim Manager's Association CLE at Grove Park Inn, Asheville, N.C. (7/29/00).
"The Internet – Legal Ethics in Cyberspace: Marketing on the Web and Communicating Via Email Under the Rules of Professional Conduct and the Amended South Carolina Rules Governing Advertising," C.L.E. Ethics Seminar, S.C. Bar (4/28/00).
"The Responsibility of Administrative Law Judges to Control Unethical and Unprofessional Conduct by Lawyers: Ethical Prohibitions, Remedies and Sanctions," ALJ CLE Seminar, Southern States Association of Administrative Law Judges (3/17/00).
"S.C. Appellate Procedure: The New Relationship Between the Supreme Court and the Court of Appeals," Paralegal Continuing Education Seminar, Ass'n S.C. Claimant Attorneys for Workers Comp., Asheville, N.C. (1/22/00).
"Professionalism: Advertising Ethically Under the Amended S.C. Rules of Professional Conduct," C.L.E. Ethics Seminar, S.C. Bar (1/14/00).
"Multi-Jurisdictional Practice of Law: *Pro Hac Vice* Admission and Unauthorized Practice," C.L.E. Ethics Seminar, S.C. Bar (12/11/99).
"Hot Issues in Ethics: Marketing Under the Rules of Professional Conduct and the Amended South Carolina Rules Governing Advertising," C.L.E. Ethics Seminar, S.C. Bar (10/29/99).
"Ethical and Professional Responsibility Issues in Litigation: Discovery Abuse," C.L.E. Ethics Seminar, S.C. Bar and Univ. of South Carolina School of Law (12/12/98).
"Multi-Jurisdictional Practice of Law: *Pro Hac Vice* Admission and Unauthorized Practice," C.L.E. Ethics Seminar, S.C. Bar (12/8/98).
"Discovery Abuse: Bane of Professionalism? Ethical Prohibitions & Court-Ordered Sanctions," C.L.E. Ethics Seminar, S.C.T.L.A. Convention (8/14/98).
"*Hedgepath* & *McCormick* and the Ethics of Ex-Parte Communication with Treating Physicians," Workers Comp. C.L.E. Seminar, S.C.T.L.A. Convention (8/14/98).
"Legal Ethics for a Multi-State Law Firm," C.L.E. for a Major S.C. Law Firm (8/8/98).
"Prudent Ethical Conduct after *Hedgepath*," Medical Staff, McLeod Hospital, Florence, S.C. (4/6/98).

"What is the Effect of *Hedgepath* on Doctors' Duties to Workers' Comp Patients?" S.C. Workers Comp. Educational Ass'n Annual Meeting, Charleston, S.C. (2/22/98).
"Confidentiality, Privilege, and the Attorney as Witness, Gossip, or Snitch," C.L.E. Ethics Seminar, S.C. Bar and Univ. of South Carolina School of Law (1/10/98).
"Law Firm Breakups and Departing Lawyers," C.L.E. Ethics Seminar, S.C. Bar and University of South Carolina School of Law (12/13/97).
"*Hedgepath* & Lawyers' Professional Conduct: Implications in Workers' Compensation Proceedings," C.L.E. Seminar, The Association of South Carolina Claimant Attorneys, Asheville, N.C. (11/14/97).
"Ethics: Judicial Immunity for Administrative Law Judges," J.C.L.E. Seminar, Chief Administrative Law Judges Conference, Charleston, SC (11/6/97).
"*Hedgepath* and the Rules of Professional Conduct: Who Can We (and They) Talk to Now?" C.L.E. Ethics Seminar, S.C.T.L.A. Convention (8/15/97).
"Ways to Get in Trouble: Old and New," C.L.E Ethics Seminar, U.S.C. School of Law (12/7/96).
"Ethics for the Modern Lawyer on the Information Superhighway," C.L.E. Ethics Seminar, S.C.T.L.A. Convention (8/9/96).
"Mobile Lawyers and Mobile Clients," C.L.E Ethics Seminar, U.S.C. School of Law (12/95).
"Constitutional Restrictions on Regulation of Lawyer Advertising," House of Delegates, S.C. Bar(1/21/94).
"Ethical Issues Facing Law Firms," C.L.E. Seminar, University of South Carolina School of Law (1/9/93).
"Ethical Issues in Office Practice," C.L.E. Seminar, University of South Carolina School of Law (12/5/92).
"Lawyer Television Advertising: A Video Presentation," U.S.C. Law School Faculty Ethics C.L.E. (10/22/92).
"The Ethical Dilemma of Corporate Counsel," C.L.E. Seminar, Farm Credit Sys. General Counsels Conference (10/7/92).
"Lawyer Advertising–The Great Debate," Moderator, C.L.E. Ethics Seminar, S.C.T.L.A. Conv. (8/14/92).
"Civil Litigation," in Ethical Issues in Litigation, C.L.E. Seminar, University of South Carolina School of Law (1/11/92).
"Shareholders' Rights in Disputes with a Corporation and those in Control," in Planning for Business Corporations: A Guide for General Practitioners, C.L.E. Seminar (1/3/92).
"Ethical Issues in Civil Litigation," Legal Ethics and Professional Responsibility, C.L.E. Seminar (12/6/91).
"A Walk Through the New South Carolina Rules of Professional Conduct," C.L.E., U.S.C. School of Law (1/12/91).
"Corporate Litigation and Liabilities of Corporations, Directors, Officers, and Shareholders after the 1988 Revision of the South Carolina Business Corporation Act," in Current Issues in Civil Litigation, a C.J.E. Seminar (4/14/89).
"Fundamental Corporate Changes and Dissenters' Rights under the South Carolina Business Corporation Act of 1988," in The New South Carolina Corporation Act, C.L.E. Seminar (12/16/88).

University and Community Service

Junior Warden & Vestry Member, St. Stephen's Episcopal Church, Charleston, SC 2019.
Parliamentarian, University of South Carolina School of Law Faculty, 2004-2007, 2008-2014.
Dean Review Committee for the Dean of the College of Criminal Justice, 2003.
Faculty Manual Revision Committee, Faculty Senate, University of South Carolina, 1998-1999.
Parliamentarian, University of South Carolina Faculty, 1997-2004.
Steering Committee, University of South Carolina Faculty Senate, 1997-2004.
Faculty Senator, University of South Carolina, 1983-1985, 1995-1998, 2000-2003.
Faculty Advisor, ABA National Appellate Advocacy Competition Team, University of South Carolina School of Law, 1995-1996.
Faculty Advisor, ABA National Appellate Advocacy Competition Team, University of South Carolina School of Law, 1982-1983 (winner Regional Competition).
Faculty Advisor, National Moot Court Team, University of South Carolina School of Law, 1980-1981.
Committee Chairman, BSA Troop 788, St. David's Episcopal Church, Columbia, SC 1996-2003.
Scoutmaster & Founder, BSA Troop 788, St. David's Episcopal Church, Columbia, SC 1992-1996.
Assistant Scoutmaster, Committee Chairman, Committee Member, BSA Troop 388, Windsor United Methodist Church, Columbia, SC 1986-1992.
Junior Warden, Vestry, St. David's Episcopal Church, Columbia, SC 1984-1987.
Chorister, Good Shepherd Episcopal Church, Columbia, SC 1999-2004.
Chorister, St. David's Episcopal Church, Columbia, SC 1984-1998.
Chairman, Christian Education Committee, St. Michael and All Angels Episcopal Church, Columbia, SC 1981-1983.
President, Richland Northeast High School P.T.S.O., Columbia, SC 1992-1997.
Member, Richland School District Two Strategic Planning Committee, Columbia, SC 1995-96.
Member, Richland School District Two Ridge View High School Planning Committee, Columbia, SC 1993-1994.

STOCK RESTRICTION AGREEMENT

THIS STOCK RESTRICTION AGREEMENT (the "Agreement"), dated as of May 30, 2008, by and between Charleston Laboratories, Inc., a Delaware corporation (the "Company"), and Ray Takigiku, Ph.D (the "Stockholder").

RECITALS

WHEREAS, the Stockholder is the holder of Two Hundred Ten (210) shares of the Company's common stock, $0.001 par value per share (the "Common Stock"), which shares represent seven percent (7%) of the outstanding capital stock as of the date hereof; and

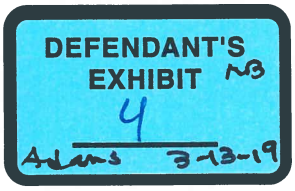
WHEREAS, as partial consideration for the entry into an employment agreement between the Stockholder and the Company dated as of even date herewith, and for other good and valuable consideration, the Stockholder has agreed to grant to the Company certain rights to repurchase all of the shares of Common Stock held by the Stockholder (the "Restricted Shares"), as provided below.

NOW, THEREFORE, in consideration of the premises, which are incorporated into and made part of this Agreement, and of the mutual representations, warranties, covenants, agreements and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Repurchase Option.

(a) Termination of Employment. In the event that prior to May 30, 2011 the Stockholder either (i) resigns or otherwise voluntarily terminates his employment with the Company or (ii) is terminated for Cause (as defined below), the Company shall have the right and option, for a period of sixty (60) days next following the effective date of such resignation or termination, to repurchase from the Stockholder, at a price of $0.01 per share payable in cash or by check, any or all of the number of Restricted Shares set forth on Schedule A attached hereto and made a part hereof. For purposes of this provision, "Cause" shall have the meaning given in a written employment agreement between the Stockholder and the Company, if any, and otherwise shall have the meaning determined by the Board of Directors of the Company, in its reasonable judgment after consultation with counsel for the Company.

(b) Termination of Repurchase Option. Notwithstanding the provisions of Section 1(a), (i) the Company's right to repurchase fifty percent (50%) of the number of Restricted Shares then subject to repurchase by the Company pursuant to Section 1(a) on each date set forth on Schedule A shall expire and be of no further force or effect upon the occurrence of a Change in Control, as defined below, and (ii) any of the Restricted Shares then subject to repurchase by the Company pursuant to Section 1(a) shall



expire and be of no further force or effect if the Purchaser's employment is terminated by the Company without cause during the 12 month period following a Change in Control. A "Change in Control" shall be deemed to have occurred on the earliest of the following dates: (i) the date on which the Company consummates a merger, share exchange, consolidation or reorganization that results in the stockholders of the Company immediately prior to such event holding securities or other rights immediately after such event that represent less than fifty percent (50%) of the voting power and equity ownership of the surviving, acquiring or successor entity, or of the parent of the surviving, acquiring or successor entity; or (ii) the date on which any person or entity, other than a person or entity who was a beneficial owner of the Company's securities on the date of this Agreement, becomes the beneficial owner of more than fifty percent (50%) of the outstanding Common Stock, calculated on a fully-diluted, as converted basis, by means of a purchase or acquisition of the Company's securities from one or more stockholders of the Company, whether by tender offer or otherwise.

(c) Closing. The closing of any repurchase of Restricted Shares pursuant to this Section 1 shall be held at the principal office of the Company on a date selected by the Company but not later than the sixtieth (60^{th}) day next following the occurrence of any event giving rise to the Company's right to repurchase such Restricted Shares. At the closing, the Purchaser shall deliver certificates representing the Restricted Shares being repurchased, duly endorsed for transfer, and shall execute and deliver such other documents as may be reasonably requested by the Company to effectuate the repurchase of the Restricted Shares. The Restricted Shares shall be transferred free and clear of all security interests, liens, encumbrances, restrictions and other claims or charges of any kind whatsoever.

2. Restrictive Legends.

(a) Primary Legends. Certificates representing the Restricted Shares shall bear the following legends:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER ANY STATE SECURITIES LAW AND MAY NOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR TRANSFERRED UNLESS THERE EXISTS AN EFFECTIVE REGISTRATION STATEMENT THEREFOR UNDER THE ACT AND ALL APPLICABLE STATE SECURITIES LAWS OR THE ISSUER HEREOF HAS RECEIVED AN OPINION OF COUNSEL, REASONABLY ACCEPTABLE TO THE ISSUER, THAT SUCH SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR TRANSFER IS EXEMPT FROM REGISTRATION.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO REPURCHASE BY THE ISSUER UPON THE OCCURRENCE OF CERTAIN EVENTS SET FORTH IN THAT CERTAIN STOCK RESTRICTION AGREEMENT DATED AS OF MAY 30, 2008 BY AND BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF SUCH SHARES.

(b) Other Legends. Certificates representing the Restricted Shares shall bear any other legend(s) required by any applicable federal or state securities law or by any other agreement to which the holder thereof is a party or by which the holder thereof is bound.

3. Governing Law. This Agreement shall be governed by and shall be construed and enforced in accordance with the laws of the State of Delaware applicable to agreements entered into and performed within such State, but without reference to the conflicts of law rules of such State.

4. Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

5. Entire Agreement; Amendment and Waiver. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and this Agreement supersedes and renders null and void any and all other prior oral or written agreements, understandings, or commitments pertaining to the subject matter hereof. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated except by a written instrument signed by the Company and the Stockholder. The failure of any party to this Agreement to insist upon the strict performance of any of the terms, conditions or provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and said terms, conditions and provisions shall remain in full force and effect.

6. Invalidity. Should any part of this Agreement, for any reason whatsoever, be declared invalid, illegal, or incapable of being enforced in whole or in part, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any portion which may for any reason be declared invalid.

7. Notices. Any notices required to be delivered under this Agreement shall be in writing and sent to the address(es) set forth below. Any party may change its address for notice purposes by giving written notice of such change as set forth herein.

To the Company:	Charleston Laboratories, Inc. 548 Clearview Drive Charleston, SC 29412 Attn: Board of Directors	Copy to:	Womble Carlyle Sandridge & Rice 8065 Leesburg Pike, 4th Floor Vienna, VA 22182 Attn: Dean Rutley, Esq.

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To the Stockholder: Ray Takigiku
3952 Timberwoods Ct
Loveland, OH 45140

Copy to: _____

Attn: _____

8. Captions. The captions contained in this Agreement are for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the Company and the Stockholder have entered into this Agreement as of the date first written above.

CHARLESTON LABORATORIES, INC.

By: _____
Paul Bosse
President

STOCKHOLDER

5/30/03
Ray Takigiku, Ph.D

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CHARLESTON LABORATORIES, INC.

STOCKHOLDERS AGREEMENT

THIS CHARLESTON LABORATORIES, INC. STOCKHOLDERS AGREEMENT (this "Agreement") is made and entered into as of May 30, 2008 by and among Charleston Laboratories, Inc., a Delaware corporation (the "Company") and G. Paul Bosse III, John P. Ameling, Bernard P. Schachtel, Ray Takigiku, Ryan Baker, and Chris Godwin (the "Founding Shareholders").

WITNESSETH:

WHEREAS, the Founding Stockholders are collectively the owners of 100% of the issued and outstanding shares of the common stock of the Company as set forth on Exhibit A hereto ("Common Stock");

WHEREAS, the Founding Stockholders believe that it is in the best interests of the Founding Stockholders and the Company to make provisions for the future disposition of the shares of common stock of the Company held by the Founding Stockholders and other matters set forth herein; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants herein set forth, the parties hereto agree as follows:

ARTICLE I

RESTRICTIONS ON TRANSFER OF STOCK

1.1 General

(a.) The Founding Stockholders shall not dispose of any shares of Common Stock now or hereafter owned by them ("Shares"), whether by sale, exchange, assignment, transfer, gift, devise, bequest, mortgage, pledge, encumbrance or otherwise, except in accordance with the terms and conditions of this Agreement. The Company and each Founding Stockholder shall also not take or omit to take any action which will impair the absolute and unrestricted right, power, authority and capacity of the Company or the Founding Stockholders to purchase or sell Shares in accordance with the terms and conditions hereof.

(b.) The Company, by its execution of this Agreement, agrees that it will not cause or permit the transfer of any shares to be made on its books except in accordance with the terms of this Agreement.

DEFENDANT'S EXHIBIT MB 5 Adams 3-13-19

1.2 Permitted Transfers of Founding Stockholder's Shares

(a.) A Founding Stockholder may sell, assign or transfer any Shares held by such Founding Stockholder by complying with the provisions of Sections 2.1 and 3.1 hereof or, with prior written notice to the Company, (i) to any immediate family member (parent, sibling, spouse, child (including stepchildren or adopted children), niece, nephew, first cousin, or grandchild), (ii) to a trust whose sole beneficiaries are immediate family members, (iii) to a Founding Stockholder, (iv) to the Company, (v) in the event of the death of any Founding Stockholder, subject to and in accordance with the rights set forth in Article 2 hereof, to the estate of such Founding Stockholder or individual or entity named in the will of such Founding Stockholder, (vi) subject to and in accordance with the rights set forth in Article 2 hereof, to any person solely in connection with the transfer of the community property interest of a Founding Stockholder spouse in all or part of such Founding Stockholders' Shares upon death of such spouse or termination of the marital relationship of the spouse and such Founding Stockholder, (vii) in the event of any Founding Stockholder being judicially declared to be incompetent, subject to and in accordance with the rights set forth in Article 2 hereof, to such specified transferee of such Founding Stockholder, (viii) in the event of the total or permanent disability, as defined in Section 422(1)(6) of the Internal Revenue Code, of any Founding Stockholder, subject to and in accordance with the rights set forth in Article 2 hereof, to such specified transferee of such Founding Stockholder, and (ix) to another company or entity in connection with the exchange of all shares of capital stock of the Company to such other company (collectively, "Permitted Transferees"); provided, however, that such Permitted Transferee (other than pursuant to clause (ix) above) agrees to be bound by the terms of this Agreement and such transfer complies with applicable federal and state securities laws.

(b.) Each Founding Stockholder may also sell, assign or transfer any Shares held by such Founding Stockholder without complying with the provisions of Section 2.1 and 3.1 by obtaining the prior written consent of each of the other Founding Stockholders, provided that the transferee agrees in writing to assume the obligations of the Founding Stockholders under this Agreement and that the transfer is made in accordance with any other restrictions or conditions contained in such written consent, if any, and in accordance with applicable federal and state securities laws.

1.3 No Pledge. Shares held or otherwise owned by any Founding Stockholder may not be pledged, mortgaged or otherwise encumbered to secure indebtedness of money borrowed or any other obligation for which such Founding Stockholder is primarily or secondarily liable without the consent of the Company and each of the other Founding Stockholders.

1.4 Shares Certificate Legend. Each certificate for Founding Stockholders Shares shall have conspicuously written, printed, typed or stamped upon the face thereof, or upon the reverse thereof with a conspicuous reference on the face thereof, the following legends:

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"THESE SHARES ARE SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AND RIGHT OF REPURCHASE AS SET FORTH IN THE CHARLESTON LABORATORIES, INC. STOCKHOLDERS AGREEMENT DATED AS OF MAY 30, 2008 ON FILE WITH THE SECRETARY OF THE COMPANY."

"THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("ACT"). SUCH SHARES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT REGISTRATION IS NOT REQUIRED."

Promptly after execution of this Agreement, each of the existing stock certificates for the Shares issued to the Founding Stockholders, if any, shall be surrendered and new stock certificates shall be issued to such Founding Stockholders with the legends referred to above. Any stock certificate not so surrendered shall be deemed to have the legends referred to above.

1.5 Definitions. The words "sale," "sell," "transfer," and the like shall include any disposition by way of transfer, with or without consideration, to any person for any purpose, but shall not apply to exchanges of securities on account of merger, consolidation, reorganization or any other similar transaction affecting all of the securities of the Company.

ARTICLE 2

CERTAIN RIGHTS TO PURCHASE

2.1 Sales of Shares

(a.) Right of First Refusal. In the event that a Founding Stockholder (the "Selling Founding Stockholder") shall desire to sell, assign or transfer any Shares held by such Selling Founding Stockholder to any other person (the "Offer"), the following procedure shall apply. The Selling Founding Stockholder shall give to the Company and to each other Founding Stockholder (the "Non-Selling Founding Stockholders") written notice (the "Selling Founding Stockholder Notice") containing the terms and conditions of the Offer, including, but not limited to (i) the number of Offered Shares; (ii) the price per Share; (iii) the method of payment; and (iv) the name(s) of the proposed purchaser(s).

An Offer shall not be deemed bona fide unless, among other things, the method of payment is cash, the Selling Founding Stockholder has informed the prospective purchaser of its obligation under

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this Agreement and the prospective purchaser has agreed to become a party hereunder and to be bound hereby. The Company and the other Founding Stockholders are entitled to take such steps as they reasonably may deem necessary to determine the validity and bona fide nature of the Offer.

The Company and the Non-Selling Founding Stockholders shall have sixty (60) days after receipt of the Selling Founder Stockholder Notice within which to elect to purchase some or all of the Offered Shares. Until thirty (30) days after receipt of the Selling Founder Stockholder Notice, the Company shall have the right to elect to purchase, within fifteen (15) days after the expiration of such 30-day period, the Offered Shares or any portion thereof at the price offered by the prospective purchaser. Such purchase shall be, at the option of the Company, either on the payment terms offered by the prospective purchaser or on the Agreement Terms, as defined in Section 2.5.

If the Company does not elect to purchase all of the Offered Shares, the Non-Selling Founding Stockholders shall have the right (i) to elect to purchase, within sixty (60) days after receipt of the Selling Founder Stockholder Notice, the Offered Shares of any portion thereof at the price offered by the prospective purchaser and specified in such notice or (ii) co-sell Shares to such third party in accordance with Section 3.1 below. The Non-Selling Founding Stockholders electing to purchase or co-sell must give written notice of such election to purchase or co-sell Shares to the Company and the Selling Founding Stockholder which notice shall specify the number of Offered Shares such Stockholder desires to purchase hereunder or the number of Shares such Stockholder desires to co-sell in accordance with Section 3.1. In the event that there are more than one Non-Selling Founding Stockholders desiring to purchase the Offered Shares (or the remaining portion thereof) and they desire to purchase more shares than the aggregate number of Offered Shares (or the remaining portion thereof), then each Non-Selling Founding Stockholder shall have the right to purchase, on a pro rata basis based on the number of Shares owned by such Non-Selling Founding Stockholders, the Offered Shares (or the remaining portion thereof). Such purchase shall be, at the option of the Non-Selling Founding Stockholders, either on the payment terms specified in such notice or on the Agreement Terms, as defined in Section 2.5.

(b) After giving notice under this Section, the Selling Founding Shareholder shall refrain from participating as an officer, director or shareholder of the Company in the Company's decision whether to purchase any or all of the Offered Shares.

(c) Failure of the Company and the Non-Selling Founding Stockholders to Purchase Offered Shares. If all of the Offered Shares are not purchased by the Company and/or the Non-Selling Founding Stockholders within the 60-day period granted for such purchases, then, subject to the co-sale rights set forth in Section 3.1, the remaining Offered Shares may be sold, assigned, or transferred pursuant to the Offer; provided that the Offered Shares are so transferred within ninety (90) days of the expiration of the 60-day period to the person or persons named in, and under the terms and conditions of, the Offer described in the notice to the Company and Founding Stockholders; provided, further, that such transfer requires the new shareholder(s) (being the purchaser(s) under the Offer) to assume the

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obligations of the Selling Founding Stockholder under this Agreement; and provided, further, that such transfer complies with all applicable federal and state securities laws. Notwithstanding the foregoing, prior to consummating any such sale, the Selling Founding Stockholder will, upon request from the Company, provide the Company with reasonable supporting documentation with respect to the terms and conditions of any such sale so as to demonstrate such Selling Founding Stockholder's compliance with the provisions of the preceding sentence. If such sale has not been completed within ninety (90) days of the expiration of the 60-day period as provided above, the Offered Shares may not thereafter be sold by the Selling Founding Stockholder unless the Selling Founding Stockholder reoffers the Offered Shares to the Company and the Non-Selling Founding Stockholders and complies with the procedures set forth in this Section 2.1.

(d) The Right to Withdraw. The Selling Founding Stockholder may at any time prior to the sale of its Shares give notice to the Company that it no longer desires to sell the Offered Shares, provided that if it again desires to sell, assign or transfer any Shares held by it, it must comply with the provisions of the Agreement.

2.2 Right to Purchase Upon Certain Other Events

(a) The Company's Right to Purchase. The Company shall have the right to purchase any or all of the Shares held by a Founding Stockholder (including his transferees hereunder) pursuant to the terms of this Section (the "Terminating Founding Stockholder", and such Shares held by such Terminating Founding Stockholder referred to as the "Terminating Shares") at the Agreement Price and on the Agreement Terms for a period of 90 days after the Company and the Purchasing Founding Stockholder receives notice from the Terminating Founding Stockholder or relevant third party, as applicable, of the occurrence of any of the following events, which notice shall be provided in the case of a Terminating Founding Stockholder within five (5) business days of the occurrence of such event:

(i) the Terminating Founding Stockholder who is an employee ceases to be, for any reason, an employee of the Company or a subsidiary of the Company (any uninterrupted absence for a period of 180 days or more, without approval of the Board of Directors of the Company, shall be deemed to be termination of employment);

(ii) the Terminating Founding Stockholder defaults on any debts to the Company as they become due and fails to repay such debts within 60 business days after written notice of such default;

(iii) the Terminating Founding Stockholder is adjudicated a bankrupt or the Terminating Founding Stockholder makes an assignment for the benefit of creditors or a petition under any insolvency or bankruptcy laws is filed for readjustment of such Stockholder's debts or financial affairs by such Stockholder or by any creditor of such Stockholder;

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(iv) any of the Terminating Founding Stockholder's Shares are levied upon under a writ of execution or become subject to sale under any legal process, or are transferred or ordered to be transferred to or for the benefit of any spouse or any other person or entity as a result of or in connection with any property settlement or judgment incident to a divorce, dissolution of marriage or separation, or are transferred or ordered to be transferred to any person or entity who is not a party hereto by decree of distribution or other court order in a proceeding arising from the death of the spouse of the Terminating Founding Stockholder; or

(v) the Terminating Founding Stockholder sells, pledges, encumbers, hypothecates or otherwise transfers any interest in, or purports to sell, pledge, encumber, hypothecate or otherwise transfer any interest in, any of his or her Shares, except as permitted by and in full compliance with the terms of this Agreement.

(b.) The Founding Stockholder's Right of Purchase. In the event the Company elects not to purchase all of the Terminating Shares to which the Company is entitled, Each Founding Stockholder (or its transferees hereunder) (a "Purchasing Founding Stockholder") shall have the right to purchase on a pro rata basis based upon the number of Shares owned by such Purchasing Founding Stockholder, within 15 days after the expiration of such 90-day period, any remaining Terminating Shares at the Agreement Price and on the Agreement Terms.

2.3 Manner of Exercise. Any right to purchase under Section 2.2 shall be exercised by giving written notice of election to the Company and the Terminating Founding Stockholder or his or her personal representative, as the case may be, prior to the expiration of such right to purchase. Such notice shall be given as provided in Section 5.5 hereof.

2.4 Agreement Price

(i) The "Agreement Price" shall be the fair value ("Fair Value") of the Shares to be purchased on a fully diluted basis, calculated on the basis of the Company as a going concern. Initially, the Board of Directors of the Company, in good faith in the exercise of its reasonable business judgment, shall determine the Fair Value of the shares. The Company shall notify the Founding Stockholders (or their representatives) as soon as possible of such determination, but in any event, not later than 30 days after the date giving rise to the right to purchase such Terminating Shares. If the Terminating Founding Stockholder or any Purchasing Founding Stockholder fail to notify the company within 15 days after the date of such notice of their objection to the proposed Fair Value, then the Fair Value proposed in the Company's notice shall be binding and conclusive.

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ROA-1957

(ii) If any Purchasing Founding Stockholder or the Terminating Founding Stockholder notifies the Company of its objection in writing within such 15-day period and if the Company, the Purchasing Founding Stockholders and the Terminating Founding Stockholder (or their representatives) can not mutually agree on the Fair Value of such shares within 10 days after the date of the notice of objection, then the Fair Value of the Shares shall be determined by an independent appraiser selected jointly by the Company, the Purchasing and Terminating Founding Stockholders (or their representatives). The determination of Fair Value by that appraiser shall be binding and conclusive on all parties to the Agreement. If the parties are unable to agree on the selection of an appraiser, each of the Purchasing and Terminating Founding Stockholders shall select an independent appraiser. The two appraisers so selected shall each independently appraise the Shares within 30 days of their appointment and, as long as the difference in the two appraisals does not exceed 5 percent of the lower of the two appraisals, the Fair Value shall be conclusively deemed to equal the average of the two appraisals. If the difference between the two appraisals referred to above exceeds 5 percent of the lower of the two appraisals, the two appraisers selected shall select a third appraiser within 5 business days after delivery of both appraisal, who shall also independently appraise the Fair Value of the shares and whose appraisal shall be conclusively deemed to be the Fair Value of the Shares. If either party fails to select an independent appraiser within the time required by this paragraph or if their appraiser fails to deliver their appraisal to the Company and the other party within the 30-day period, the Fair Value of the Shares shall be conclusively deemed to equal the appraisal of the independent appraiser timely selected by the other or timely delivered to the Company, as the case may be. The Founding Stockholders shall share equally the fees and expenses of the appraisers jointly named, but each party shall be responsible for the fees and expenses of any appraiser named solely by that party. Each party shall bear his, her, or its own expenses in presenting evidence to the appraisers.

2.5 Agreement Terms. "Agreement Terms" shall mean 100% of the purchase price, which shall be payable, in the Company's sole discretion, (i) in the form of a check or via wire transfer as directed at the Closing of such purchase and sale, or (ii) in five (5) equal annual installments, represented by a negotiable promissory note secured by a pledge of all shares of Stock involved in such purchase of shares of Stock to the payee of the note.

2.6 Delivery of Shares and Closing Date. Within thirty (30) days of the exercise of any right to purchase hereunder or final determination of the Fair Value of the Shares, as the case may be, (the "Closing"), the Selling Founding Stockholder or the Terminating Founding Stockholder or his or her personal representatives, as the case may be, shall deliver certificates representing the Shares to be sold, properly endorsed for transfer, and with the necessary documentary and transfer tax stamps, if any, affixed, to the purchasers of such Shares. Payment of the purchase price therefor shall concurrently be made to the Selling Founding Stockholder or Terminating Founding Stockholder or his or her personal representatives as the case may be. Such delivery and payment shall be made at the principal office of the Company or at such other place as the parties mutually agree. Notwithstanding the above, any such

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transfer shall not be consummated unless it complies with all federal and state securities laws and the purchaser of such Shares assumes the obligations under this Agreement.

ARTICLE 3

CO-SALE AND DRAG-ALONG RIGHTS

3.1 Co-Sale Provisions.

(a) In the event that a Selling Founding Stockholder proposes to offer for sale or otherwise transfer any Shares to any person or entity (individually a "Third Party" and collectively, "Third Parties") in any one transaction or any series of related transactions, directly or indirectly, other than a sale to a Permitted Transferee under Section 1.2 hereof, such sale or other disposition to a Third Party shall not be permitted unless the Selling Founding Stockholder shall offer (or cause the Third Party to offer) each other Founding Stockholder and its permitted transferees (each being a "Co-Selling Founding Stockholder") the right to elect to include, at the sole option of such Co-Selling Founding Stockholder, in the sale to the Third Party, to the extent such shares have not been purchased by the Company or Non-Selling Founding Stockholder pursuant to Section 2.1(a) above, such number of Shares owned by such Co-Selling founding Stockholder as permitted under Section 3.1(b) and (c) below (the "Tag-Along shares")

(b) The Selling Founding Stockholder shall deliver a notice to the Company and the Co-Selling Founding Stockholders as provided in Section 2.1(a) above. Within sixty (60) days after the date of such notice, the Co-Selling Founding Stockholders may make an election to either (i) include a number of its Shares as Tag-Along Shares (up to the percentage set forth in paragraph (c) below) in such a sale or other disposition (the "Inclusion Election"), (ii) elect to purchase such Offered Shares pursuant to Section 2.1(a) above, or (iii) neither purchase Offered Shares nor sell Tag-along Shares. Such Co-Selling Founding Stockholder shall notify the Company and the Selling Founding Stockholder of its Inclusion Election within such 60-day period. Any Co-Selling Founding Stockholder electing to sell Tag-Along Shares shall also promptly deliver to the Company a stock certificate or certificates representing the number of Tag-Along Shares, together with a power-of-attorney authorizing the Selling Founding Stockholder to sell or otherwise dispose of such Tag-Along Shares pursuant to the terms of such Third Party's offer.

(c) Each Co-Selling Founding Stockholders shall have the right to co-sell, pursuant to the Third Party's offer, the number of Offered Shares equal to the product obtained by multiplying (x) the number of Offered Shares by (y) a fraction, (A) the numerator of which is the aggregate number of Shares then held by such Co-Selling Founding Stockholder, and (B) the denominator of which is the total number of Shares then held by the Selling Founding Stockholder and all of the Co-Selling Founding Stockholders.

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ROA-1959

(d) The purchase of the Tag-Along Shares shall be on the same terms and conditions, including the price per share and the date of sale or other disposition, as are received by the Selling Founding Stockholder and stated in the notice referred to above.

(e) If the Third Party refuses to purchase Shares from the Co-Selling Founding Stockholders at the closing, then the Selling Founding Stockholder shall not be entitled to sell any Shares to the Third Party.

(f) If no Founding Stockholder has elected to make an Inclusion Election or an election to purchase Shares pursuant to Section 2.1, the Selling Founding Stockholder shall have ninety (90) days after the expiration of 60-day period referred to in Section 2.1(c) in which to sell or otherwise dispose of such shares to the Third Party at a price and on terms not more favorable than were set forth in the Offer referred to above. If, at the end of such 90-day period, the Selling Founding Stockholder has not completed the sale of shares in accordance with the terms of the Third Party's offer, all the restrictions on sale contained in this Agreement shall again be in effect (unless such 90-day period is extended with the consent of the other Founding Stockholders). In the event that a sale of Shares is made to a Third Party pursuant to their Section 3.1, such Third Party shall be bound by the Terms of this Agreement.

(g) The Founding Stockholders may elect to either (i) purchase Offered Shares pursuant to Section 2.1 or (ii) sell Tag-along Shares pursuant to Section 3.1, but not both.

3.2 Drag-Along Provisions. In the event the Board of Directors and the holders of at least Sixty Five Percent (65%) of the then outstanding Shares approve a bona fide offer from a third party that is not a Founding Stockholder or an affiliate of any Founding Stockholder (as defined in Rule 144 under the Securities Act of 1933, as amended) to purchase all of the then outstanding capital stock of the Company, then each Founding Stockholder shall vote all of the Shares owned or controlled by such Founding Stockholder in favor of the proposed transaction and shall take all other action deemed necessary or desirable by the Board of Directors to effect the proposed transaction.

ARTICLE 4

MANAGEMENT

4.1 Board of Directors. Each Founding Stockholder hereby agrees that the Board of Directors of the Company shall consist of the number of members determined by the Board of Directors

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of the Company from time to time. The Founding Stockholders hereby agree that each shall vote all shares of Common Stock held or controlled by each Founding Stockholder so as to provide for the election to the Board of Directors of the Company of each of G. Paul Bosse III, John Ameling, and Ray Takigiku PhD, so long as such individuals continue to own at least 50% of the shares of Common Stock of the Company owned as of the date hereof (as adjusted for stock splits and stock dividends, if any).

4.2 Protective Provisions. Until this Agreement is terminated, the Company shall not, without obtaining the written consent of the Founding Stockholders (or their transferees) then subject to this Agreement holding not less than sixty-five percent (65%) of the total Shares held by the Founding Stockholders then subject to this Agreement (a "Super-Majority of Founding Stockholders"):

(a) authorize or issue, or obligate itself to authorize or issue, additional Shares of Common Stock, Preferred Stock or any other capital stock except the issuance of such number of shares of Common Stock as approved by the Board of Directors for issuance pursuant to exercise of stock options granted to employees, consultants, officers or directors; or

(b) sell, convey, or otherwise dispose of all or substantially all of its property or business, or merge into or consolidate into any other corporation, or effect any transaction or series of related transactions in which more than 50% of the voting power of the Corporation is disposed of; or

(c) Amend its Articles of Incorporation.

ARTICLE 5

MISCELLANEOUS

5.1 Additional Founding Stockholders. Until this Agreement shall be terminated, all transferees of the Founding Stockholder Shares shall execute and deliver to the Company a written agreement, in form and content satisfactory to the Company, agreeing to be bound by all of the terms and conditions of the Agreement. The term "Founding Stockholder" as used herein shall be deemed to include the Founding Stockholders and their transferees.

5.2 Representatives and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their legal representatives, and permitted assigns and designees.

5.3 Violations or Remedies. The parties agree that any violation of this Agreement (other than a default in the payment of money) cannot be compensated for by damages and any aggrieved party shall have the right, and is hereby granted the privilege, of obtaining specific performance of this Agreement in any court of competent jurisdiction in the event of any breach hereunder.

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5.4 Governing Law. This Agreement shall be deemed to be made under and governed by and construed in accordance with the laws of the State of Delaware.

5.5 Notices. All notices required to be delivered pursuant to this Agreement shall be delivered in person or by telegraphic or other facsimile transmission and deemed given on the date of transmission or sent by certified mail, return receipt requested and deemed given three (3) business days after mailing, and shall be addressed to the Company at its principal business office, to the attention of the President, and to a Founding Stockholder at the address of the Founding Stockholder shown in the Company's stock ledger or to such other address as the Founding stockholder may indicate by duly giving written notice to the Company.

5.6 Severability. If any term or condition of this Agreement, or application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or application of such term or condition to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect.

5.7 Amendment and Waiver. This Agreement may be modified or amended in whole or in part, and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument signed by the Company and a Super-Majority of Founding Stockholders. Any amendment, modification or waiver so effected shall be binding upon the Company, the Founding Stockholders and all of their respective successors and permitted assigns whether or not such party, assignee or other shareholder entered into or approved such amendment, modification or waiver. Notwithstanding the foregoing, (i) this Agreement may not be amended or modified and the observance of any term hereunder may not be waived with respect to any Founding Stockholder without the written consent of such Founding Stockholder unless such amendment, modification or waiver applies to all Founding Stockholders, respectively, in the same fashion and (ii) Exhibit A hereto may be amended by the Company from time to time to add information regarding additional Founding Stockholders without the consent of the other parties hereto.

5.8 No Waiver. No delay or failure on the part of a Company or a Founding Stockholder in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

5.9 Integration. This Agreement embodies the entire agreement and understanding of the parties hereof in respect of the actions and transactions contemplated by this Agreement. This Agreement supersedes all other prior written or oral understandings between and among the parties hereto relating to the subject matter hereof.

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ROA-1962

5.10 Termination of this Agreement. This Agreement shall terminate upon the earlier of (a) the written agreement of (i) the Company and (ii) a Super-Majority of Founding Stockholders, (b) the sale of all the outstanding shares of capital stock of the company to a third party or, sale of all or substantially all of the assets of the Company to a third party, or (c) upon the closing of a registered, underwritten initial public offering of the Company's Common Stock with net proceeds to the Company in excess of $20,000,000.

5.11 Counterparts. This Agreement may be executed in any number counterparts, each of which, when so executed, shall be deemed an original.

5.12 After-Acquired Shares. Each Founding Stockholder agrees and acknowledges that all of the terms, conditions and restrictions of this Agreement shall apply to all shares of the capital stock of the Company now owned or hereafter acquired by him.

5.13 Additional Parties. Any person exercising a right, option or warrant to acquire shares of the Company's capital stock and any purchaser of shares of the Company's capital stock issued by the Company may be admitted as a party to this Agreement as a Founding Stockholder upon the execution of a counterpart signature page by such person.

[Signature Page Follows]

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ROA-1963

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above written.

G. Paul Bosse III

G. PAUL BOSSE III

JOHN F. AMELING

BERNARD P. SCHACHTEL

RAY TAKIGIKU

RYAN BAKER

CHRIS GODWIN

CONFIDENTIAL

WBD_CHLAB0019801

ROA-1964

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above written.

G. PAUL BOSSE III

John F. Ameling
JOHN F. AMELING

BERNARD P. SCHACHTEL M.D.

RAY TAKIGUKU PhD

RYAN BAKER

CHRIS GODWIN

CONFIDENTIAL

WBD_CHLAB0019802

ROA-1965

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above written.

G. PAUL BOSSE III

JOHN F. AMELING

BERNARD P. SCHACHTEL

RAY TAKIGIKU

RYAN BAKER

CHRIS GODWIN

CONFIDENTIAL

WBD_CHLAB0019803

ROA-1966

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above written.

G. PAUL BOSSE III

JOHN F. AMELING

BERNARD P. SCHACHTEL

RAY TARGIKU 5/30/08

RYAN BAKER

CHRIS GODWIN

CONFIDENTIAL WBD_CHLAB0019804

ROA-1967

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above written.

G. PAUL BOSSE III

JOHN F. AMELING

BERNARD P. SCHACHTEL

RAY TAKIGUCHI

RYAN BAKER

CHRIS GODWIN

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year above written.

G. PAUL BOSSE III

JOHN F. AMELING

BERNARD P. SCHACHTEL

RAY TAKIGIKU

RYAN BAKER

CHRIS GODWIN

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WBD_CHLAB0019806

ROA-1969

APPENDIX A

Shareholders	Number of Shares of Common Stock
G. Paul Bosse III	1,800
Ray Takigiku PhD	210
John Ameling	270
Bernie Schachtel M.D.	360
Ryan Baker	270
Chris Godwin	90
TOTAL	3,000

WB SR 3905566v1

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ROA-1970

DEFENDANT'S EXHIBIT MB 6 Adams 2-13-19

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

NUMBER 12

SHARES 210

CANCELED 9/25/08

CHARLESTON LABORATORIES, INC.

AUTHORIZED TO ISSUE 3,000 SHARES - PAR VALUE $.001 PER SHARE

This Certifies that RAY TAKIGIKU is the registered holder of * * * TWO HUNDRED TEN * * * Shares of the capital stock of the above named corporation, fully paid and non-assessable, transferrable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 30th day of May, 2008.

G. Paul Bosse III
SECRETARY

G. Paul Bosse III
PRESIDENT

CL-000026

ROA-1971

PL-0026874

THESE SHARES ARE SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AND RIGHT OF REPURCHASE AS SET FORTH IN THE CHARLESTON LABORATORIES, INC. STOCKHOLDERS AGREEMENT DATED AS OF MAY 30, 2008 ON FILE WITH THE SECRETARY OF THE COMPANY.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO REPURCHASE BY THE ISSUER UPON THE OCCURRENCE OF CERTAIN EVENTS SET FORTH IN THAT CERTAIN STOCK RESTRICTION AGREEMENT DATED AS OF MAY 30, 2008 BY AND BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF SUCH SHARES.

THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("ACT"). SUCH SHARES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT REGISTRATION IS NOT REQUIRED.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-as tenants in common	UNIF GIFT MIN ACT- .... Custodian ....
TEN ENT	-as tenants by the entireties	(Cust) (Minor)
JT TEN	-as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act ..... (State)

Additional abbreviations may also be used though not in the above list.

For Value Received, ___ hereby sell, assign and transfer unto

_____

_____ *Shares*

represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ *Attorney*

to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated _____, _____

In presence of _____

_____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

WCSR 3928837v1

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

NUMBER

14

SHARES

420,000

CANCELED
3/24/2010

CHARLESTON LABORATORIES, INC.

AUTHORIZED TO ISSUE 8,000,000 SHARES COMMON STOCK PAR VALUE $0.001 and 1,200,000 SHARES PREFERRED STOCK PAR VALUE $0.001

This Certifies that RAY TAKIGIKU is the registered holder of * * * FOUR HUNDRED TWENTY THOUSAND * * * Shares of the capital stock of the above named corporation, fully paid and non-assessable, transferrable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.

SPECIMEN

In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 25th day of September, 2008.

PB
SECRETARY

PB
PRESIDENT

DEFENDANT'S EXHIBIT 7
Adm ROA 1973

CL-004022
PL-0026879

CONFIDENTIAL

THESE SHARES ARE SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AND RIGHT OF REPURCHASE AS SET FORTH IN THE CHARLESTON LABORATORIES, INC. STOCKHOLDERS AGREEMENT DATED AS OF MAY 30, 2008 ON FILE WITH THE SECRETARY OF THE COMPANY.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO REPURCHASE BY THE ISSUER UPON THE OCCURRENCE OF CERTAIN EVENTS SET FORTH IN THAT CERTAIN STOCK RESTRICTION AGREEMENT DATED AS OF MAY 30, 2008 BY AND BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF SUCH SHARES.

THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("ACT"). SUCH SHARES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT REGISTRATION IS NOT REQUIRED.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-as tenants in common	UNIF GIFT MIN ACT- .... Custodian ....
TEN ENT	-as tenants by the entireties	(Cust) (Minor)
JT TEN	-as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act ..... (State)

Additional abbreviations may also be used though not in the above list.

For Value Received, ___ hereby sell, assign and transfer unto

_____

_____ *Shares*

represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ *Attorney*

to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated _____, _____

In presence of _____

_____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

WCSR 3928837v1

Charleston
LABORATORIES

Executive Offices
65 Gadsden St. Ste 201
Charleston, SC 29401
843-577-2626

March 19, 2010

VIA CERTIFIED MAIL AND HAND DELIVERY

Dr. Ray Takigiku P.h.D
3952 Timberwoods Court
Loveland, OH 45140

Re: Termination of Employment

Dear Ray:

Written notice is hereby given that your employment is terminated with cause, effective immediately. In addition to other potential actions (and inactions) that have been detrimental to Charleston Laboratories, Inc., the Board of Directors notes in particular the abandonment of your executive responsibilities to the company and your recent employment as the full time CEO of Bexion Pharmaceuticals.

Notwithstanding the foregoing and assuming that our good will is reciprocated, in order to put this matter behind us without further disruption, it is the current intention of Charleston Laboratories, Inc. to offer you a severance package. The package will include the immediate transfer by you of all of your equity in the company and the issuance of a non-interest bearing note from the company to you in the amount of $70,000, as consideration for your past services, which note will be payable only upon the closing of a qualified financing. The final terms of such package will be subject to the approval of the Board of Directors and the company's executive team, and will include a waiver, release and other standard provisions. This package is non-negotiable.

Sincerely yours,

PB

Paul Bosse
CEO, President and Sole Director
Charleston Laboratories, Inc.

cc: Ryan Baker, Chief Financial Officer
John F. Ameling, VP of Regulatory Affairs
Bernard Schachtel, M.D., Chief Scientific Officer
David Baddour, Womble Carlyle Sandridge & Rice

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DEFENDANT'S EXHIBIT NB 8 Adams 3-13-19

COPY

Charleston

Executive Offices
65 Gadsden St. Ste 201
Charleston, SC 29401
843-577-2626

March 26, 2010

VIA CERTIFIED MAIL

Ray Takigiku P.h.D
632 Russell Street
Covington, KY 41011

Re: Termination of Employment / Redemption and Settlement Agreement / Stock Power

Dear Ray:

On Friday March 19th your employment was terminated with cause. Please find enclosed a check in the amount of $2.10, which the company hereby tenders as payment in full for your equity.

In addition, please find enclosed two copies of a Redemption and Settlement Agreement and a single copy of a Stock Power. The settlement package described in the Redemption and Settlement Agreement includes a severance payment to you in the amount of $70,000, which will be payable upon the closing of a qualified financing. This package is non-negotiable. Please sign one copy of the Redemption and Settlement Agreement and the Stock Power and return both to us, in order to finalize our relationship.

I need these documents signed and returned no later than April 5th 2010. If we do not receive a response from you by then, we will assume you do not intend to cooperate and we will pursue all other legal remedies at our disposal.

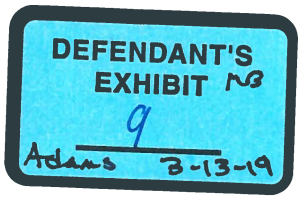
Sincerely,

PB

Paul Bosse
CEO, President and Sole Director
Charleston Laboratories, Inc.

cc: Ryan Baker, Chief Financial Officer
John F. Ameling, VP of Regulatory Affairs
Bernard Schachtel, M.D., Chief Scientific Officer
David Baddour, Womble Carlyle Sandridge & Rice

Confidential



REDEMPTION AND SETTLEMENT AGREEMENT AND RELEASE

THIS REDEMPTION AND SETTLEMENT AGREEMENT AND RELEASE (this "**Agreement**"), made and entered into as of the ____ day of March, 2010, is by and between Ray Takigiku (the "**Stockholder**"), and Charleston Laboratories, Inc., a Delaware corporation (the "**Company**").

RECITALS

A. The Stockholder is the holder of stock certificate no. 14, representing 420,000 of the Company's common stock, par value $0.001 per share (the "**Common Stock**"). The Stockholder is a party to that certain Stock Restriction Agreement dated May 30, 2008, pursuant to which the Common Stock is subject to vesting.

B. On March 19, 2010 the Stockholder's employment with the Company was terminated for cause, and the Company believes it has several causes of action against the Stockholder. Nevertheless, the Company and the Stockholder desire to resolve any and all disputes as provided herein.

C. The Stockholder desires to sell to the Company, and the Company desires to purchase and redeem from the Stockholder, all of the Stockholder's Common Stock on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. **Redemption and Contingent Severance Payment.**

(a) The Company hereby purchases and redeems from the Stockholder, and the Stockholder hereby sells, transfers and conveys to the Company, all of the Stockholder's right, title and interest in and to the Common Stock for the Purchase Price specified in Section 2 of this Agreement.

(b) As a contingent severance payment, upon the closing by the Company of either (A) a convertible preferred stock financing in which the Company issues shares of convertible preferred stock with an aggregate purchase price equal to or greater than Five Million Dollars ($5,000,000.00) or (B) a sale of all or substantially all of the assets of the Company for an aggregate purchase price equal to or greater than Five Million Dollars ($5,000,000.00) (either (A) or (B) being referred to hereinafter as a "Qualified Transaction"), the Company agrees to pay to the Stockholder Seventy Thousand Dollars ($70,000.00). Such payment will be made within sixty (60) days following the closing of the Qualified Transaction.

Section 2. **Purchase Price.** The purchase price for the Common Stock is $0.01 per share of pre-recapitalization common stock (or $0.000005 per share of Common Stock), and the

aggregate purchase price for all the Stockholder's Common Stock is $2.10 (the "**Purchase Price**"), the receipt of which is hereby acknowledged by the Stockholder.

Section 3. **Closing; Deliveries**. The closing of the purchase and redemption of the Common Stock contemplated hereby (the "**Closing**") shall take place concurrently with the execution and delivery of this Agreement by the parties hereto. Stock certificate no. 14 representing the Common Stock is hereby delivered by the Stockholder to the Company, properly endorsed by the Stockholder or accompanied by a duly executed stock power of attorney, in either case with signature guaranteed, for transfer of the Stockholder's Common Stock to the Company.

Section 4. **Acknowledgments**. Stockholder hereby acknowledges that: (i) the Purchase Price, together with the Release described in Section 7 below, represents full, fair and adequate consideration for the redemption and purchase of the Stockholder's Common Stock and represents a value mutually determined by the Stockholder and the Company; (ii) the Stockholder is familiar with the business, operations and financial condition of the Company and its subsidiaries and the Stockholder understands the prospects and industry of the Company and its subsidiaries; (iii) the Stockholder has taken such due diligence actions as the Stockholder deems necessary or appropriate; (iv) the Stockholder has consulted with legal counsel, tax advisors or other third parties of the Stockholder's choice in connection with the transactions contemplated hereby; (v) the Stockholder has the capacity to evaluate the merits and risks of the transactions contemplated by this Agreement and to protect the Stockholder's interests in connection with such transactions; (vi) no representations, warranties or tax or legal advice have been made or given to the Stockholder by the Company or any of its agents, representatives, attorneys, officers, directors or employees to induce the Stockholder to enter into this Agreement, other than those expressly set forth herein; (vii) the Stockholder has not relied upon any representation, warranty or tax or legal advice of the Company or any of its agents, representatives, attorneys, officers, directors, or employees in making the Stockholder's decision to enter into this Agreement, other than those expressly set forth herein; and (viii) upon the Closing, the Stockholder will no longer be a stockholder of, or own any interest in, the Company.

Section 5. **Representations and Warranties of the Stockholder**. The Stockholder represents and warrants to the Company of the date hereof as follows (which representations and warranties shall survive the sale, transfer and conveyance of the Common Stock to the Company pursuant to this Agreement): (i) the Stockholder is the record and beneficial owner of the Common Stock and has valid title to the Common Stock; (ii) the Common Stock is free and clear of any security interests, pledges, claims, liens, encumbrances, charges and assessments, restrictive agreements and other restrictions, preemptive or similar rights, and any other rights or interests of any nature whatsoever; (iii) the Common Stock represents all the equity interest or other ownership rights that the Stockholder has in the Company; (iv) the Stockholder has full legal right, power, authority and legal capacity to enter into this Agreement and sell, assign, convey and transfer the Common Stock to the Company; (v) this Agreement constitutes the valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms; (vi) the Common Stock is not subject to any restrictions on transferability that have not been waived, and may be sold, assigned, conveyed and transferred to the Company in accordance with the terms of this Agreement; (vii) the execution, delivery and performance of this Agreement, and the consummation by the Stockholder of the transactions contemplated

hereby have been duly authorized by all necessary limited liability company action on the part of the Stockholder; and (viii) the Stockholder's execution and delivery of this Agreement and the performance of the Stockholder's obligations hereunder does not and will not conflict with, violate, result in a breach of, or constitute a default under any agreement, contract, instrument or other arrangement to which the Stockholder is a party or by which the Stockholder or the Stockholder's property is bound.

Section 6. **Representation and Warranty of the Company.** The Company represents and warrants to the Stockholder as of the date hereof (which representations and warranties shall survive the sale, transfer and conveyance of the Common Stock to the Company pursuant to this Agreement) that: (i) it has full legal right, power and authority to enter into this Agreement and redeem and purchase the Common Stock from the Stockholder; (ii) this Agreement constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms; and (iii) its execution and delivery of this Agreement and the performance of its obligations hereunder does not and will not conflict with, violate, result in a breach of, or constitute a default under any agreement, contract, instrument or other arrangement to which it is a party or by which its property is bound.

Section 7. **Releases and Non-disparagement.**

(a) Release by the Stockholder.

(i) The Stockholder, for itself and for its heirs, legal representatives, administrators, executors, successors and assigns, hereby releases and forever discharges the Company, and each of their respective individual, joint or mutual, past, present and future representatives, parent companies, affiliates, stockholders, managers, members, directors, officers, employees (both current and former), partners, controlling persons, subsidiaries, insurers, attorneys, successors and assigns (individually, a "**Releasee**" and collectively, the "**Releasees**") from any and all claims, demands, proceedings, causes of action, orders, obligations, damages, interest, contracts, agreements, debts, liabilities, attorneys' fees and expenses, whatsoever, whether in law or equity, whether known or unknown, suspected or unsuspected in connection with the Stockholder's ownership of the Company's Common Stock or its status as a stockholder of the Company (collectively, "**Claims**"), relating to the Company, its subsidiaries or their respective businesses or securities which the Stockholder now has, has ever had or may hereafter have against the respective Releasees arising contemporaneously with or prior to the date hereof or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the date hereof.

(ii) In executing this Agreement, the Stockholder acknowledges that it has been informed that the Company and/or their subsidiaries may from time to time enter into agreements for additional types of financing, including without limitation recapitalizations, mergers and initial public offerings of capital stock of the Company and/or their subsidiaries, and also may

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized person, or has set their hand, as of the day and year first above written.

STOCKHOLDER:

_____

Ray Takigiku

COMPANY:

Charleston Laboratories, Inc.

By: PB

Paul Bosse, CEO and President

REDEMPTION AND SETTLEMENT AGREEMENT AND RELEASE

THIS REDEMPTION AND SETTLEMENT AGREEMENT AND RELEASE (this "**Agreement**"), made and entered into as of the ____ day of March, 2010, is by and between Ray Takigiku (the "**Stockholder**"), and Charleston Laboratories, Inc., a Delaware corporation (the "**Company**").

RECITALS

A. The Stockholder is the holder of stock certificate no. 14, representing 420,000 of the Company's common stock, par value $0.001 per share (the "**Common Stock**"). The Stockholder is a party to that certain Stock Restriction Agreement dated May 30, 2008, pursuant to which the Common Stock is subject to vesting.

B. On March 19, 2010 the Stockholder's employment with the Company was terminated for cause, and the Company believes it has several causes of action against the Stockholder. Nevertheless, the Company and the Stockholder desire to resolve any and all disputes as provided herein.

C. The Stockholder desires to sell to the Company, and the Company desires to purchase and redeem from the Stockholder, all of the Stockholder's Common Stock on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. **Redemption and Contingent Severance Payment**.

(a) The Company hereby purchases and redeems from the Stockholder, and the Stockholder hereby sells, transfers and conveys to the Company, all of the Stockholder's right, title and interest in and to the Common Stock for the Purchase Price specified in Section 2 of this Agreement.

(b) As a contingent severance payment, upon the closing by the Company of either (A) a convertible preferred stock financing in which the Company issues shares of convertible preferred stock with an aggregate purchase price equal to or greater than Five Million Dollars ($5,000,000.00) or (B) a sale of all or substantially all of the assets of the Company for an aggregate purchase price equal to or greater than Five Million Dollars ($5,000,000.00) (either (A) or (B) being referred to hereinafter as a "Qualified Transaction"), the Company agrees to pay to the Stockholder Seventy Thousand Dollars ($70,000.00). Such payment will be made within sixty (60) days following the closing of the Qualified Transaction.

Section 2. **Purchase Price**. The purchase price for the Common Stock is $0.01 per share of pre-recapitalization common stock (or $0.000005 per share of Common Stock), and the

aggregate purchase price for all the Stockholder's Common Stock is $2.10 (the "**Purchase Price**"), the receipt of which is hereby acknowledged by the Stockholder.

Section 3. **Closing; Deliveries**. The closing of the purchase and redemption of the Common Stock contemplated hereby (the "**Closing**") shall take place concurrently with the execution and delivery of this Agreement by the parties hereto. Stock certificate no. 14 representing the Common Stock is hereby delivered by the Stockholder to the Company, properly endorsed by the Stockholder or accompanied by a duly executed stock power of attorney, in either case with signature guaranteed, for transfer of the Stockholder's Common Stock to the Company.

Section 4. **Acknowledgments**. Stockholder hereby acknowledges that: (i) the Purchase Price, together with the Release described in Section 7 below, represents full, fair and adequate consideration for the redemption and purchase of the Stockholder's Common Stock and represents a value mutually determined by the Stockholder and the Company; (ii) the Stockholder is familiar with the business, operations and financial condition of the Company and its subsidiaries and the Stockholder understands the prospects and industry of the Company and its subsidiaries; (iii) the Stockholder has taken such due diligence actions as the Stockholder deems necessary or appropriate; (iv) the Stockholder has consulted with legal counsel, tax advisors or other third parties of the Stockholder's choice in connection with the transactions contemplated hereby; (v) the Stockholder has the capacity to evaluate the merits and risks of the transactions contemplated by this Agreement and to protect the Stockholder's interests in connection with such transactions; (vi) no representations, warranties or tax or legal advice have been made or given to the Stockholder by the Company or any of its agents, representatives, attorneys, officers, directors or employees to induce the Stockholder to enter into this Agreement, other than those expressly set forth herein; (vii) the Stockholder has not relied upon any representation, warranty or tax or legal advice of the Company or any of its agents, representatives, attorneys, officers, directors, or employees in making the Stockholder's decision to enter into this Agreement, other than those expressly set forth herein; and (viii) upon the Closing, the Stockholder will no longer be a stockholder of, or own any interest in, the Company.

Section 5. **Representations and Warranties of the Stockholder**. The Stockholder represents and warrants to the Company of the date hereof as follows (which representations and warranties shall survive the sale, transfer and conveyance of the Common Stock to the Company pursuant to this Agreement): (i) the Stockholder is the record and beneficial owner of the Common Stock and has valid title to the Common Stock; (ii) the Common Stock is free and clear of any security interests, pledges, claims, liens, encumbrances, charges and assessments, restrictive agreements and other restrictions, preemptive or similar rights, and any other rights or interests of any nature whatsoever; (iii) the Common Stock represents all the equity interest or other ownership rights that the Stockholder has in the Company; (iv) the Stockholder has full legal right, power, authority and legal capacity to enter into this Agreement and sell, assign, convey and transfer the Common Stock to the Company; (v) this Agreement constitutes the valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms; (vi) the Common Stock is not subject to any restrictions on transferability that have not been waived, and may be sold, assigned, conveyed and transferred to the Company in accordance with the terms of this Agreement; (vii) the execution, delivery and performance of this Agreement, and the consummation by the Stockholder of the transactions contemplated

hereby have been duly authorized by all necessary limited liability company action on the part of the Stockholder; and (viii) the Stockholder's execution and delivery of this Agreement and the performance of the Stockholder's obligations hereunder does not and will not conflict with, violate, result in a breach of, or constitute a default under any agreement, contract, instrument or other arrangement to which the Stockholder is a party or by which the Stockholder or the Stockholder's property is bound.

Section 6. **Representation and Warranty of the Company.** The Company represents and warrants to the Stockholder as of the date hereof (which representations and warranties shall survive the sale, transfer and conveyance of the Common Stock to the Company pursuant to this Agreement) that: (i) it has full legal right, power and authority to enter into this Agreement and redeem and purchase the Common Stock from the Stockholder; (ii) this Agreement constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms; and (iii) its execution and delivery of this Agreement and the performance of its obligations hereunder does not and will not conflict with, violate, result in a breach of, or constitute a default under any agreement, contract, instrument or other arrangement to which it is a party or by which its property is bound.

Section 7. **Releases and Non-disparagement.**

(a) Release by the Stockholder.

(i) The Stockholder, for itself and for its heirs, legal representatives, administrators, executors, successors and assigns, hereby releases and forever discharges the Company, and each of their respective individual, joint or mutual, past, present and future representatives, parent companies, affiliates, stockholders, managers, members, directors, officers, employees (both current and former), partners, controlling persons, subsidiaries, insurers, attorneys, successors and assigns (individually, a "**Releasee**" and collectively, the "**Releasees**") from any and all claims, demands, proceedings, causes of action, orders, obligations, damages, interest, contracts, agreements, debts, liabilities, attorneys' fees and expenses, whatsoever, whether in law or equity, whether known or unknown, suspected or unsuspected in connection with the Stockholder's ownership of the Company's Common Stock or its status as a stockholder of the Company (collectively, "**Claims**"), relating to the Company, its subsidiaries or their respective businesses or securities which the Stockholder now has, has ever had or may hereafter have against the respective Releasees arising contemporaneously with or prior to the date hereof or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the date hereof.

(ii) In executing this Agreement, the Stockholder acknowledges that it has been informed that the Company and/or their subsidiaries may from time to time enter into agreements for additional types of financing, including without limitation recapitalizations, mergers and initial public offerings of capital stock of the Company and/or their subsidiaries, and also may

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pursue acquisitions or enter into agreements for the sale of the Company and/or their subsidiaries or all or a portion of the Company's and/or their subsidiaries' assets, which may result in or reflect an increase in equity value or enterprise value, and that any and all claims arising from or relating to such transactions or such increases in equity value or enterprise value (without limitation) are encompassed within the scope of this release, and that the sole exceptions to the scope of this release are for claims arising after the date hereof directly under this Agreement in accordance with its terms.

(iii) The Stockholder hereby irrevocably covenants to refrain from, directly or indirectly, asserting any Claim, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee, based upon any matter released hereby.

(b) Release by the Company.

(i) The Company, for itself and for its legal representatives, administrators, successors and assigns, hereby releases and forever discharges the Stockholder from any and all claims, demands, proceedings, causes of action, orders, obligations, damages, interest, contracts, agreements, debts, liabilities, attorneys' fees and expenses, whatsoever, whether in law or equity, whether known or unknown, suspected or unsuspected in connection with the Stockholder's employment by the Company as an officer arising contemporaneously with or prior to the date hereof or on account of or arising out of any matter, cause or event occurring contemporaneously with or prior to the date hereof.

(ii) The Company hereby irrevocably covenants to refrain from, directly or indirectly, asserting any claim, or commencing, instituting or causing to be commenced, any proceeding of any kind against any the Stockholder, based upon any matter released hereby.

(c) Non-disparagement. The Stockholder shall not make any disparaging remarks, or any remarks that could reasonably be construed as disparaging, regarding the Company or any of its affiliates, or their officers, directors, employees, partners, or agents. The Stockholder shall not take any action or provide information or issue statements, to the media or otherwise, or cause anyone else to take any action or provide information or issue statements, to the media or otherwise, regarding the Company or any of its affiliates or their officers, directors, employees, partners, or agents.

(d) If any provision of the release contained in this Section 7 is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of such release will remain in full force and effect. Any provision of the release contained in this Section 7 held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Section 9. **Further Assurances**. The Stockholder hereby agrees to from time to time execute and deliver, or cause to be executed and delivered, such additional or further documents, instruments, certificates and agreements, and do or cause to be done such further acts, as the Company may reasonably request for the purpose of effectively carrying out the transaction contemplated by this Agreement.

Section 10. **Assignment; Binding Effect**. This Agreement may not be assigned by the Stockholder, whether by operation of law or otherwise, without the express prior written consent of the Company. This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, personal and legal representatives, successors and permitted assigns.

Section 11. **Entire Agreement; Amendment**. This Agreement and the exhibits attached hereto represent the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior agreements and understandings between the parties with respect to that subject matter. This Agreement may not be amended, modified or changed, in whole or in part, except by a written instrument signed by both of the parties hereto.

Section 12. **Governing Law**. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Delaware, without regard to principles governing conflicts of law.

Section 13. **Counterparts**. Any number of counterparts of this Agreement may be executed, and each counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. The facsimile signature of either party to this Agreement for purposes of execution or otherwise, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

Section 14. **Interpretation**. In the event of any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 15. **Section Headings**. The section headings contained herein are for convenience of reference only and are not to be considered in interpreting or construing this Agreement.

Section 16. **Effective Date**. The purchase, redemption, sale, transfer and conveyance of the Redemption Shares contemplated hereby shall be effective as of the date of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized person, or has set their hand, as of the day and year first above written.

STOCKHOLDER:

_____

Ray Takigiku

COMPANY:

Charleston Laboratories, Inc.

By: PB

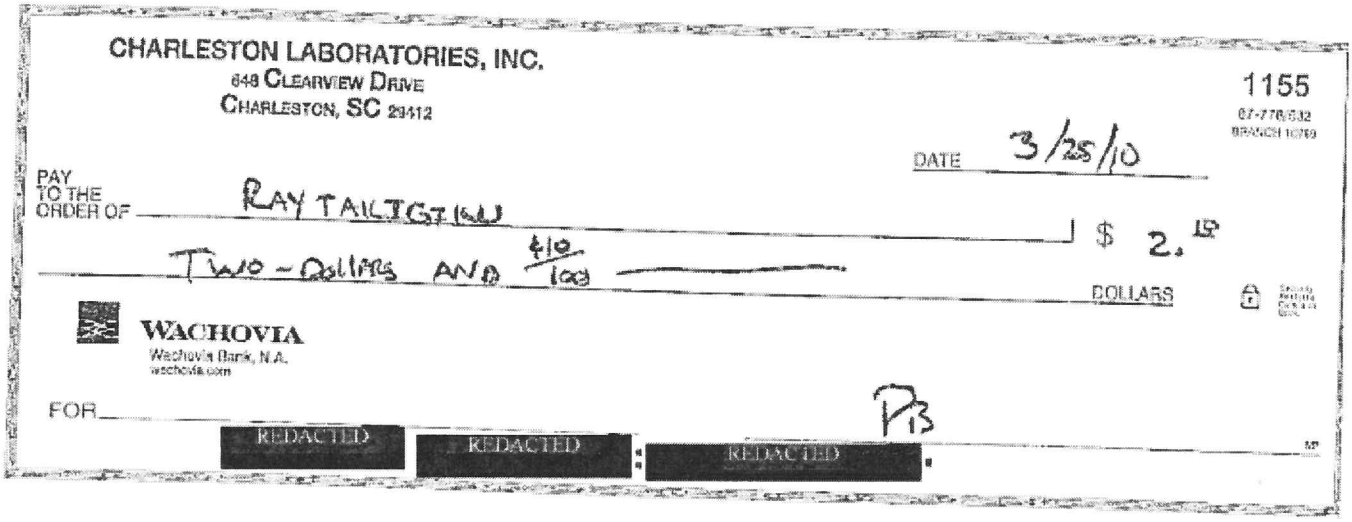
Paul Bosse, CEO and President

STOCK POWER

FOR VALUE RECEIVED, I, Ray Takigiku, do hereby sell, assign and transfer to Charleston Laboratories, Inc., a Delaware corporation, four hundred twenty (420,000) shares of Common Stock of Charleston Laboratories, Inc. a corporation organized under the laws of the State of Delaware (the "Corporation"), represented on the books of the Corporation as Certificate No. 14 (the "Shares") and do hereby irrevocably constitute and appoint Paul Bosse as my true and lawful attorney to sell, assign and transfer the Shares, and for that purpose to make and execute all necessary acts of assignment and transfer thereof, and to substitute one or more persons with like full power, hereby ratifying and confirming all that said attorney or substitutes shall lawfully do by virtue hereof.

Dated: March ____, 2010

Signature: _____
Printed Name: Ray Takigiku



CHARLESTON LABORATORIES, INC.
648 CLEARVIEW DRIVE
CHARLESTON, SC 29412

1155
67-776/532
BRANCH 1079

DATE 3/25/10

PAY TO THE ORDER OF RAY TAILTGT INC $ 2.15

TWO - DOLLARS AND 15/100 DOLLARS

WACHOVIA
Wachovia Bank, N.A.
wachovia.com

FOR P13

[redacted] [redacted] [redacted]

T001529

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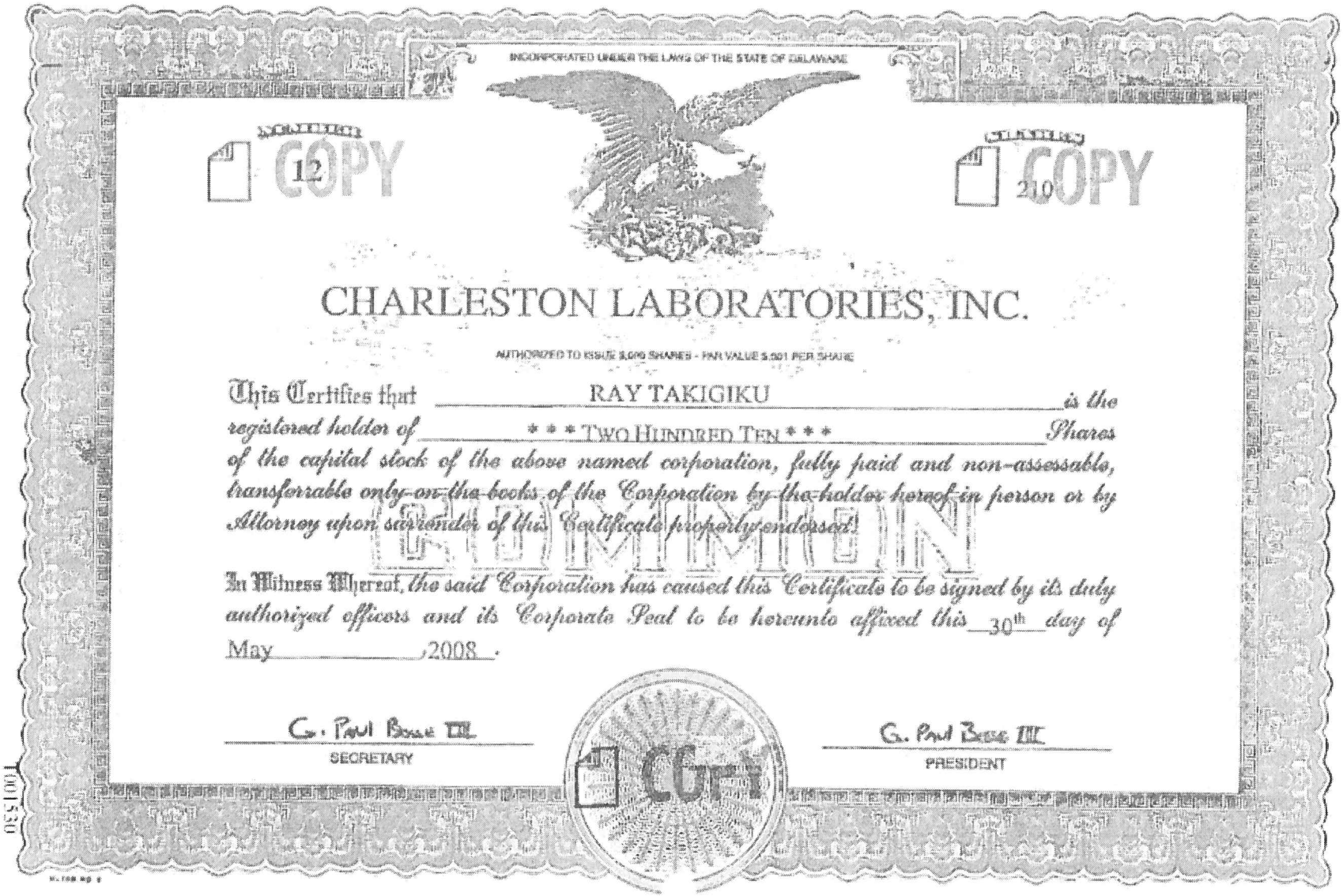

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THESE SHARES ARE SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AND RIGHT OF REPURCHASE AS SET FORTH IN THE CHARLESTON LABORATORIES, INC. STOCKHOLDERS AGREEMENT DATED AS OF MAY 30, 2008 ON FILE WITH THE SECRETARY OF THE COMPANY.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO REPURCHASE BY THE ISSUER UPON THE OCCURRENCE OF CERTAIN EVENTS SET FORTH IN THAT CERTAIN STOCK RESTRICTION AGREEMENT DATED AS OF MAY 30, 2008 BY AND BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF SUCH SHARES.

THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("ACT"). SUCH SHARES MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL, THAT REGISTRATION IS NOT REQUIRED.

COPY

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-as tenants in common	UNIF GIFT MIN ACT- .... Custodian ....
TEN ENT	-as tenants by the entireties	(Cust) (Minor)
JT TEN	-as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act ..... (State)

Additional abbreviations may also be used though not in the above list.

For Value Received, ___ *hereby sell, assign and transfer unto*

_____

_____ *Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint*

_____ *Attorney to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.*

Dated _____, ____

In presence of _____

_____

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE, IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

WCSR 3928837v1

T00153

CHARLESTON LABORATORIES, INC.
Stock Certificate Receipt

TO: RAY TAKIGIKU

Attached is stock certificate # 12 for 210 shares of Charleston Laboratories, Inc., common stock dated May 30, 2008.

Please acknowledge receipt of this certificate by signing this memo and returning it in the enclosed stamped, return envelope for filing among the corporate records.

COPY

RECEIPT ACKNOWLEDGED:

Ray Takigiku

Feb. 29, 2008
Date

WCSR 3934666v1

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
West Palm Beach Division

CASE NO. 15-81694-CIV-COHN/SELTZER

CHARLESTON LABORATORIES, INC.,
a Delaware Corporation,

Plaintiff,

v.

DR. RAYMOND TAKIGIKU,

Defendant.
_____/

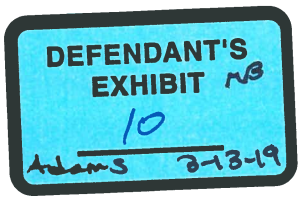
CHARLESTON LABORATORIES, INC.'S MOTION FOR SUMMARY JUDGMENT

Plaintiff/Counter-Defendant CHARLESTON LABORATORIES, INC. ("Charleston" or the "Company"), by and through its undersigned counsel and pursuant to Federal Rule of Civil Procedure 56, respectfully moves this Court for the entry of summary judgment against Defendant/Counter-Plaintiff Dr. Raymond ("Ray") Takigiku ("Takigiku") on Charleston's Second Amended Complaint [DE 34] ("Complaint") and on Takigiku's Counterclaim to the Complaint [DE 36] ("Counterclaim"). In accordance with Local Rule 56.1(a), this Motion for Summary Judgment ("Motion") is accompanied by Charleston's Statement of Undisputed Material Facts (the "SOF") as to which Charleston contends that there does not exist a genuine issue to be tried. The grounds for this Motion follow.

INTRODUCTION

Charleston is a Delaware corporation. Takigiku was an employee and stockholder of the Company and, as such, executed and delivered together to the Company a Stockholders Agreement dated as of May 30, 2008 (the "Stockholders Agreement") and a Stock Restriction Agreement dated as of May 30, 2008 (the "SRA").[1] The Charleston Board of Directors (the

[1] Takigiku on May 30, 2008 executed and delivered to the Company his signature to a Stockholders Agreement identified by footer WCSR 3905566v4 and an SRA identified by footer WCSR 3909546v1, both dated and effective as of May 30, 2008 (the "First-Signed Set"). At the request of another employee-stockholder, Bernard ("Bernie") Schachtel ("Schachtel"), on June 19, 2008, the Company circulated and Takigiku executed and delivered to the Company his signature to a Stockholders Agreement identified by footer WCSR 3905566v5 and an SRA



"Board") terminated Takigiku's employment with Charleston by action taken at a meeting held on March 16, 2010. SOF ¶ 31. Takigiku was informed of his termination for cause by letter dated March 19, 2010 (the "Termination Letter"). Id. ¶ 32. Among the many causes for termination was that Takigiku totally abandoned Charleston beginning in or about August 2009 and Charleston learned that Takigiku had committed to dedicate 100% of his time and efforts to Bexion Pharmaceuticals, a subsidiary of SIDIS Corporation ("SIDIS"). Charleston also learned that Takigiku had impermissibly purported to transfer an interest in his Shares[2] to SIDIS or one of the subsidiaries of SIDIS.

Section 2.2(a) of the Stockholders Agreement gave the Company the right to repurchase "any or all of the Shares" at the "Agreement Price"[3] when, under subsection (i), a Founding Stockholder "who is an employee ceases to be, for any reason, an employee of the Company" or, under subsection (v), a Founding Stockholder "purports to sell, pledge, encumber, hypothecate or

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identified by footer WCSR 3909546v3, both dated and effective as of May 30, 2008 (the "Second-Signed Set"). The provisions at issue in this Motion are the same in the First-Signed Set and the Second-Signed Set, and so reference is made to the two executed versions of the Stockholders Agreement and SRA, jointly and severally, as the "Stockholders Agreement" and "SRA," respectively. SOF n.2. It should be noted, however, that one of the changes in the Stockholders Agreement that Takigiku considered and agreed to was a change in the manner in which the Fair Value (as defined below) was to be paid upon repurchase of the shares of a Founding Stockholder (as defined below) upon the triggering events provided in Section 2.2(a) of the Stockholders Agreement. Id. at Ex. 11 and 12 (deposition exhibits 72 and 75).

[2] "Shares" is defined in the Stockholders Agreement as "shares of Common Stock [of Charleston] now or hereafter owned" (hereinafter referred to as the "Shares") by a "Founding Stockholder," which is defined as G. Paul Bosse III ("Bosse"), John F. Ameling ("Ameling"), Schachtel, Takigiku, Ryan Baker ("Baker") and Chris Godwin ("Godwin") (hereinafter, the "Founding Stockholders"). [DE 34-1, Opening Paragraph & § 1.1(a)]. As stated both in the Stockholders Agreement and the SRA, 210 shares of Charleston common stock originally were issued to Takigiku. The 210 shares were automatically converted into and became 420,000 shares upon the filing of the Amended and Restated Certificate of Incorporation of the Company with the Secretary of State of the State of Delaware on September 25, 2008 (the "Charter Amendment") pursuant to the consummation of the 2,000 to 1 forward split effected by the Charter Amendment (the "Forward Split"). SOF ¶ 21. The "Takigiku Shares" is used herein to mean the 210 shares of common stock of the Company held by Takigiku before the Forward Split and the 420,000 shares of common stock of the Company held by Takigiku after the Forward Split and before the Company's repurchase of such shares.

[3] The "Agreement Price" is defined in Section 2.4(i) of the Stockholders Agreement as "the fair value ('Fair Value') of the Shares to be purchased on a fully diluted basis, calculated on the basis of the Company as a going concern" and is referred to in this Motion as the "Fair Value." [DE 34-1].

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otherwise transfer any interest in any of" his Shares, "except as permitted by and in full compliance with the terms of th[e] [Stockholders] Agreement." [DE 34-1, § 2.2(a)]. A trigger event having occurred, the Board made a good faith determination of the Fair Value of the Takigiku Shares, and by letter dated March 26, 2010 (the "Tender Letter"), Charleston repurchased all of Takigiku's Shares pursuant to § 2.2(a) of the Stockholders Agreement by tendering Fair Value. In this action, Charleston seeks a declaration from the Court that Takigiku is no longer a stockholder of the Company. See [DE 34, ¶ 5].

In response to the Complaint, Takigiku filed an answer and eight affirmative defenses, as well as one counterclaim. See DE 36. By order dated May 26, 2016, the Court granted in part Charleston's Motion to Strike Affirmative Defenses [DE 48], striking Takigiku's First and Second Affirmative Defenses, and holding that the Seventh Affirmative Defense will be treated as a specific denial. See [DE 69]. As set forth more fully below, Takigiku's Third through Sixth and Eighth Affirmative Defenses, see [DE 36, pp. 7-10] (hereinafter, the "Defenses"), are insufficient to avoid summary judgment.

In his Counterclaim, Takigiku alleges that the SRA, which was signed together with the Stockholders Agreement, should apply to the exclusion of the Stockholders Agreement. See [DE 36 ("Counterclaim") at ¶¶ 19-20 and Wherefore Clause at 1]. Takigiku further alleges that the Company failed to properly repurchase any of the "unvested" Takigiku Shares, and, therefore, did not repurchase any of the Shares as of March 2010. Id. Defendant's Counterclaim fails because the Stockholders Agreement and the SRA gave the Company concurrent rights to repurchase the Shares, and neither obviated the other, as specifically acknowledged by Takigiku in 2008. Moreover, Charleston materially complied with the repurchase procedures as set forth in the Stockholders Agreement and the SRA, such that it properly repurchased the Shares upon tendering $2.10 to Takigiku, thereby terminating him as a stockholder of the Company. Charleston is entitled to summary judgment on Charleston's Complaint, Takigiku's Defenses, and Takigiku's Counterclaim on the evidence and argument presented below.

LEGAL ARGUMENT

I. CHARLESTON HAS MET THE LEGAL STANDARD FOR SUMMARY JUDGMENT.

Summary judgment is appropriate where "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a

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matter of law." FED. R. CIV. P. 56(c). The movant "bears the initial responsibility of informing the district court of the basis for its motion, and identifying those portions of [the record] which it believes demonstrate the absence of a genuine issue of material fact." Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986). The mere existence of some factual dispute will not defeat summary judgment unless that factual dispute is material to an issue affecting the outcome of the case. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-49 (1986). Once the moving party meets its initial burden, summary judgment is appropriate as a matter of law against the non-moving party "who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which the party will bear the burden of proof at trial." Celotex, 477 U.S. at 322. "[A] non-moving party's failure to prove an essential element of its claim renders all factual disputes as to that claim immaterial and requires the granting of summary judgment." Malewski v. NationsBank of Fla., 978 F. Supp. 1095, 1099 (S.D. Fla. 1997) (citing Celotex, 477 U.S. at 322-23)). Evaluated under this standard, and as set forth more fully below, Charleston is entitled to summary judgment.

II. DELAWARE SUBSTANTIVE LAW APPLIES.

This case was removed to this Court on diversity jurisdiction. See [DE 1]. A federal court sitting in diversity will apply the choice-of-law rules of the forum state. See Direct Gen. Ins. Co. v. Houston Cas. Co., 139 F. Supp. 3d 1306, 1312 (S.D. Fla. 2015) (citation omitted). Both the Stockholders Agreement and the SRA contain choice-of-law provisions specifying that the agreements shall be construed and enforced in accordance with the laws of the State of Delaware. See [DE 34-1 at § 5.4; DE 36-2 at § 3]. "Under Florida law, a contractual choice-of-law provision is enforceable 'unless the law of the chosen forum contravenes strong public policy.'" Lamm v. State St. Bank & Trust Co., 889 F. Supp. 2d 1321, 1326 (S.D. Fla. 2012), aff'd sub nom. Lamm v. State St. Bank & Trust, 749 F.3d 938 (11th Cir. 2014) (citation omitted). Delaware corporate law does not contravene a strong public policy of Florida. To the contrary, in International Ins. Co. v. Johns, the court explained that "[w]e rely with confidence upon Delaware law to construe Florida corporate law. The Florida courts have relied upon Delaware corporate law to establish their own corporate doctrines." 874 F.2d 1447, 1459 n.22 (11th Cir. 1989) (citations omitted).

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III. TAKIGIKU IS NOT A STOCKHOLDER OF THE COMPANY, ALL OF HIS SHARES HAVING BEEN REPURCHASED BY THE COMPANY PURSUANT TO THE STOCKHOLDERS AGREEMENT IN MARCH 2010.

The undisputed facts establish that upon the termination of Takigiku's employment, Charleston had the right to repurchase all of Takigiku's Shares for Fair Value under the Stockholders Agreement and the concurrent right to repurchase 70 (140,000 taking into account the Forward Split) of the 210 (420,000 taking into account the Forward Split) Shares for the nominal amount of $0.01 ($0.000005 taking into account the Forward Split) per share (the "Nominal Amount") under the SRA. The value of the Company, and therefore the Shares, at the time of Takigiku's termination (March 2010) had not appreciated since the original issuance of the Shares to Takigiku on May 30, 2008 for $0.01 per share, and therefore, the Fair Value (under the Stockholders Agreement) at the time of Takigiku's termination was the same as the Nominal Amount (under the SRA). Charleston properly exercised its rights under the Stockholders Agreement to repurchase all of Takigiku's Shares.

A. The SRA and the Stockholders Agreement Must Be Read Together, and Gave the Company Concurrent Rights to Repurchase Takigiku's Shares.

As demonstrated by undisputed facts, the Stockholders Agreement and the SRA were intended to and did in fact create concurrent rights of the Company to repurchase the Shares in the circumstances enumerated in the SRA and the circumstances enumerated in the Stockholders Agreement. Takigiku admitted in his deposition that both the SRA and the Stockholders Agreement "control." SOF ¶ 9. In 2008, the Stockholders Agreement and SRA were circulated, revised, negotiated and ultimately executed at the same time. Id. ¶¶ 6, 8, n.2. The SRA was sent to Takigiku along with the Election to Include Value of Restricted Property in Gross Income in Year of Transfer (the "83(b) Election"). Id. ¶ 19 and Ex. 11 and 12 (deposition exhibits 72 and 75). In addition to revisions made at the request of Schachtel (id. at n.2), Takigiku himself pointed out errors, and requested changes or clarifications. Id. ¶ 10. Yet, Takigiku never identified ambiguity relating to the Company's right to repurchase his Shares under both the Stockholders Agreement and the SRA Id. Both the Stockholders Agreement and the SRA contain a provision stating that the agreement "supersedes" only other prior (but not contemporaneous) agreements. Id. ¶ 11. Stock Certificate No. 12 evidencing the 210 Takigiku

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Shares contained restrictive legends, as required by Delaware law,[4] referring to both the Stockholders Agreement and the SRA Id. ¶ 16. Finally, Takigiku expressly acknowledged that there were "two" agreements – the Stockholders Agreement and the SRA– which served different purposes, stating in 2008: "the two documents seem ok, and the tag-along provisions are also good. The Stock Restriction agreement [SRA] may be unnecessary, but it's good to protect all of the other shareholders." Id. ¶ 9.

Takigiku's observation in 2008 relating to the SRA makes sense. Bosse had conceived the CL-108 product, filed for the patents, and launched the Company. The three original founders of the Company (Bosse, Baker and Godwin) were parties only to the Stockholders Agreement. The employees, who had joined the Company later (Takigiku, Ameling and Schachtel), were all parties to the Stockholders Agreement.[5] Each of Takigiku, Ameling and Schachtel also signed a stock restriction agreement with the Company. As Takigiku himself observed, the Company and the three original founders would logically want to limit the amount the Company may have to pay a new employee to repurchase shares during the initial years of employment. Id. ¶¶ 9, 18 and Ex. 9.

Based on that same reasoning, Takigiku's new position in this litigation – that the SRA controls to the exclusion of the Stockholders Agreement – does not make sense. Under Takigiku's construction, the Company would have the right at any time to purchase all of the shares held by the original founders (Bosse, Baker and Godwin), respectively, under the Stockholders Agreement, but only some of the shares held by the new employees (Takigiku, Ameling and Schachtel) solely because the new employees signed a stock restriction agreement.[6]

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[4] See 8 Del. C. § 202(a).

[5] The primary purpose of the Stockholders Agreement was to provide protections and rights to the Company and other "Founding Stockholders" vis-à-vis the signing stockholder. As stated in the Recitals of the Stockholders Agreement, "the Founding Stockholders believe that it is in the best interests of the Founding Stockholders and the Company to make provision for the future disposition of the shares of common stock of the Company held by the Founding Stockholders. . . ." See [DE 34-1].

[6] Takigiku's construction also does not make sense because only the Company and Takigiku (and not also the other Founding Stockholders) were parties to the SRA. Under Section 2.2(b) of the Stockholders Agreement, however, if the Company failed to repurchase Shares of a Founding Stockholder for Fair Value upon the occurrence of any of the triggering events provided in Section 2.2(a) of the Stockholders Agreement, the other Founding Stockholders could purchase such shares for Fair Value under the Stockholders Agreement. See SOF at Ex. 17, Godwin Aff.

Under Takigiku's construction, therefore, the original founders could be terminated from the Company (even after 20 years of exemplary service) and have all of their Shares repurchased under the Stockholders Agreement, but the new employees could resign or be terminated from the Company for cause (after just one day) and have only some of their Shares repurchased. Takigiku's contorted construction therefore puts the new employees in a better position than the original founders!

This was not the intent. See e.g., n.5 supra. Instead, as clearly recognized by Takigiku in 2008, the purpose of the stock restriction agreements was not only to grant a tax election beneficial to the new employees, but also to allow Charleston to repurchase certain of the employee's shares at a pre-determined Nominal Amount under the stock restriction agreements (as opposed to Fair Value under the Stockholders Agreement) if the employee abandoned the Company or was terminated for cause prior to May 30, 2011.

Relating to the SRA's purpose of granting a tax election beneficial to the new employees, a brief explanation of the § 83(b) of the Internal Revenue Code (as amended) ("§ 83(b)" of the "Code") and Regulations promulgated thereunder ("Regulations") is appropriate to debunk Takigiku's position that "vested" shares could not be repurchased by the Company.

Schedule A to the SRA, which Takigiku refers to as the "vesting schedule," must be viewed in the context of the tax benefits to the employee-stockholders. Takigiku's Shares were intended to be "substantially nonvested" as defined in 26 C.F.R. § 1.83-3(b) at the time of issuance (e.g., the grant date) so that Takigiku could make a § 83(b) election and pay ordinary income on the $2.10 stated in Takigiku's tax return in 2008 (e.g., the "grant" date), rather than at the later time of "vesting," and then pay taxes at the lower capital gains rate rather than the ordinary income rate on the difference between the total income realized upon a later transfer of the Shares and the ordinary income earlier recognized in connection with the grant of the Shares. However, nowhere in the SRA does it state, as Takigiku now asserts, that Shares "vested" under the SRA couldn't be repurchased under the Stockholders Agreement.

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at ¶ 7. Assuming, as Takigiku would have it, that the Company was limited by the SRA to repurchase 70 of the Shares (140,000 taking into account the Forward Split), the other Founding Stockholders had the right to purchase the remaining 140 Shares (280,000 taking into account the Forward Split) at Fair Value under the Stockholders Agreement. Accordingly, under no circumstances could Takigiku prevent the purchase of all of his Shares for Fair Value under the Stockholders Agreement.

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Furthermore, the term "vest" does not appear in the SRA, and "irrevocably" or "irrevocable" is never used in the SRA or the Stockholders Agreement. See [DE 34-1; DE 36-2]. Rather, the concept of "vesting" was used by Bosse in an email referring to the Company's attorney at Womble Carlyle, Dean Rutley, and by Mr. Rutley in his discussions with Schachtel's attorney, both referring only to the SRA and the § 83(b) election(s) of the employee-stockholders SOF ¶ 9. Takigiku wasn't even privy to Mr. Rutley's discussions with Schachtel's attorney, and, in deposition, admitted that he first became aware of Mr. Rutley's discussion with Schachtel's attorney as a result of discovery in this litigation. Id.

Moreover, "vesting" of the Shares under the Code never meant that the Shares could not be purchased for Fair Value under the Stockholders Agreement. Instead, as discussed above, the concept of "vesting" derives from § 83(b), and is premised on Regulations that confer favorable tax treatment where stock issued to an employee-stockholder are "substantially vested" because they are not subject to a "substantial risk of forfeiture," all as defined in the Code and Regulations.[7] Stated otherwise, "vesting" of the Takigiku Shares merely refers to the concept that a portion of Takigiku's Shares, over time, were no longer subject to a "substantial risk of forfeiture" per § 83(b) of the Code (e.g., subject to repurchase at the price Takigiku paid for the Takigiku Shares, that is, the Nominal Amount under the SRA). However, the ability of the Company to repurchase the Takigiku Shares for Fair Value without running afoul of the tax benefits intended by the SRA is expressly acknowledged in the Regulations. See 26 C.F.R. § 1.83-3(b) and (c) (defining shares subject to a right of the Company to repurchase for fair value as "vested" shares). Accordingly, not only does the "vesting" of the Shares have no impact on Charleston's rights to repurchase Takigiku's Shares under the Stockholders Agreement, but the Regulations reinforce the Company's right to purchase "vested" stock for Fair Value.[8]

In sum, the uncontroverted record evidence establishes that the Stockholders Agreement and the SRA must be read together, creating concurrent rights of the Company to repurchase all

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[7] The Code defines "substantially vested" as follows: "[p]roperty is substantially vested . . . when it is . . . not subject to a substantial risk of forfeiture." 26 C.F.R. § 1.83-3(b). "Further, property is not transferred subject to a substantial risk of forfeiture to the extent that the employer is required to pay the *fair market value* of a portion of such property to the employee upon the return of such property." 26 C.F.R. § 1.83-3(c) (emphasis added).

[8] Coincidentally, the Fair Value payable in March 2010 for repurchase under the Stockholders Agreement equaled the Nominal Amount payable for repurchase under the SRA.

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or some of Takigiku's Shares upon the occurrence of certain events for a stated price, all as set forth in the agreements, respectively.

B. The Company Properly Exercised Its Right to Repurchase Pursuant to the Stockholders Agreement.

Delaware law is clear that a company can effectively exercise its repurchase rights even if it has not strictly complied with requirements to do so. For example, in Len v. Fuller, the Court of Chancery of the State of Delaware (the "Court of Chancery") held that "it would be inequitable and would violate the reasonable expectations of the parties at the time of contracting to conclude that [a former employee] had, and could effectively exercise, the power to express a shareholder consent pursuant to Section 228 [of the DGCL] following his receipt of notice that the company was exercising its right to buy his stock" even when the purchase price for such stock had not been paid. No. CIV. A. 15352, 1997 WL 305833, at *5 (Del. Ch. May 30, 1997). Thus, the Court found that the company's call right had been exercised, even though there was no determination of a price to be paid for the employee's shares pursuant to the procedure set forth in the shareholders agreement, no cancellation of the certificates, and no change on the company's stock ledger. Id. at *2-4; see also Freeman v. Fabiniak, No. 8035, 1985 WL 11583, at *8 (Del. Ch. Aug. 15, 1985) (holding that beneficial ownership of shares subject to an option passed to the holder of the option upon "exercise" despite the failure of the holder of the option to pay the purchase price for the shares as required until later); Coleman v. Taub, 638 F.2d 628, 637 (3d Cir. 1981) (suggesting that solely the "tender" of the purchase price by the corporation is required for former employee to cease to be a stockholder of the corporation pursuant to an employment agreement). Similarly, here, following termination of employment, the Company determined Fair Value and notified Takigiku pursuant to the Tender Letter that it was exercising its repurchase rights. Fair Value was tendered to Takigiku with the Tender Letter, effecting the repurchase of all of Takigiku's Shares.

1. The Company's Right to Repurchase All Shares Was Triggered.

The Stockholders Agreement permitted the Company to repurchase the Takigiku Shares to the extent Takigiku was "an employee," who "cease[d] to be, *for any reason*, an employee of the Company"[9] or "transfer[ed] any interest in, or purport[ed] to . . . transfer any interest in" any

[9] The Stockholders Agreement and SRA as well as the Tax Election all indicate that Takigiku was an "employee" of the Company until his termination on March 16, 2010. See [DE 36-2, 34-

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