

RECEIVED

Feb 19 2025

SC Court of Appeals

Case No. 2023-001733

Jian-yun (John) Dong, M.D., Ph.D., Appellant

v.

The Medical University of South Carolina, Respondent

VOLUME IV.

VOLUME IV.

<u>Content</u>	<u>Page Number</u>
11. Plaintiff's Motion for Extension of Time for Response to Motion of Summary Judgement.....	602.
12. Defendant's Motion for Summary Judgment	606.
13. Defendant's Memorandum in Support of Summary Judgment.....	609.
14. Motion for Extension of Time for Discovery.....	750.
15. Plaintiff's Motion for Protective Order	759.
16. Plaintiff's Motion for Reconsideration or Renewed Request for Protective Order Based on Good Cause Standard.....	763.
17. Notice of Interlocutory Appeal of Court Denying Right for Discovery.....	774.
18. Plaintiff's Motion for Amendment of Scheduling Order.....	778.
19. Motion for Reconsideration of Denying Interlocutory Appeal.....	782.
20. Plaintiff's Opposition to Defendant's Motion for Protective Order.....	785.
21. Defendant's Motion for Protective Order.....	789.
22. Plaintiff's Interlocutory Appeal of Magistrate Order to Restrict Discovery or Motion for Reconsideration.....	793.
23. Plaintiff's Opposition to Defendant's Proposed Order or Motion for Reconsideration Order Restrict Plaintiff's Discovery.....	805.
24. Plaintiff's Reply to Defendant's Response to Motion to Expand and Compel.....	811.
25. Defendant's Response to Plaintiff's Second Motion to Compel And All Other Pending Motions.....	819.

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)

NINTH JUDICIAL CIRCUIT

CASE NO.: 16-CP-10-06683

JIAN-YUN (JOHN) DONG, M.D., Ph.D.,)

MOTION AND ORDER INFORMATION

Plaintiff,)

FORM AND COVERSHEET

vs.)

THE MEDICAL UNIVERSITY OF SOUTH)
CAROLINA,)

Defendant.)

Plaintiff's Attorney:

John Dong, pro se, Bar No. _____

Address:

71 Delahow Street,
Charleston, SC 29492

Phone: 843-991-2332 Fax _____

E-mail: johnny.dong@me.com Other: _____

Defendant's Attorney:

Bob J. Conley, Bar No. _____

Address:

171 Church Street, Suite 310
Charleston, SC 29401

Phone: 843-577-9626 Fax _____

E-mail: bconley@clevelandlaborlaw.com Other: _____

☐ **MOTION HEARING REQUESTED** (attach written motion and complete SECTIONS I and III)

☐ **FORM MOTION, NO HEARING REQUESTED** (complete SECTIONS II and III)

☒ **PROPOSED ORDER/CONSENT ORDER** (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion for Extension of Time for Response

Estimated Time Needed: 0

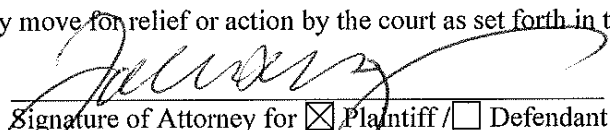
Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.


Signature of Attorney for ☒ Plaintiff / ☐ Defendant

February 20, 2023

Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT:** \$ _____

☐ **EXEMPT:**

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ **MOTION FEE COLLECTED:** \$ _____

☐ **CONTESTED - AMOUNT DUE:** \$ _____

-0601-

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
John Dong, M.D., Ph.D.,)
)
)
- Plaintiff,)
)
v.)
)
The Medical University of South)
Carolina,)
)
- Defendant,)
)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-10-06683

**PLAINTIFF'S MOTION FOR
EXTENDED TIME FOR RESPONSE
TO MOTION FOR SUMMARY
JUDGEMENT**

Comes now John Dong, Plaintiff, appears pro se and respectfully moves this Honorable Court for an extension of time of ten (10) working days to file a Response to Defendant's Motion for Summary Judgement.

For good cause, the Plaintiff pleads the following:

The law:

It is well established by the Supreme Court of the United States and All the lower Courts of the United States that due process considerations outweigh arbitrary deadlines or strict procedural rules, and especially, "pro se litigants are held to a lower standard than licensed attorneys, and are to be given more leeway in the presentation of their case." See John Doe v. State of South Carolina, 334 S.C. 43, 515 S.E.2d 591 (1999). "[A] pro se litigant's due process rights outweighed a district court's interest in enforcing a filing deadline where the litigant was unable to comply due to circumstances beyond his control." Gailbreath v. United States, 740 F.2d

FILED
2023 APR 21 PM 4:19
JULIE J. ARMSTRONG
CLERK OF COURT
JP

1131, 1133 (4th Cir. 1984) “[D]ue process concerns required the extension of a filing deadline where a pro se litigant was unable to comply due to a lack of legal resources.” *Barnett v. Housing Authority of City of Atlanta*, 707 F.2d 1571 (11th Cir. 1983); The U.S. Supreme Court held that due process concerns can outweigh rigid procedural rules in certain circumstances, particularly where a litigant's ability to present [the case] is compromised by the strict application of a rule. *Beckles v. United States*, 137 S. Ct. 886 (2017).

1. Limited Resources: Plaintiff is a layman who has no legal training or experience, and thus faces significant challenges in presenting his case, preparing a response that meets the standard required by this Honorable Court.

2. Unequal Experience: Defendant is a large business entity and represented by a team of seasoned lawyers who have huge financial support and extensive experience in litigating cases. Plaintiff has been working strenuously against unfair hurdles and tactics set up by the Defendant's team of attorneys.

3. Earnest Efforts to Comply: Plaintiff has been working to comply with the deadlines as proposed by the Defendant's attorneys and set by the Court. However, Plaintiff has not been able to conduct any discovery including taking depositions due to the skillful tactics deployed by the opposing attorney and the

circumstances, including illness, beyond his control, as stated in his motions for extension of time for discovery.

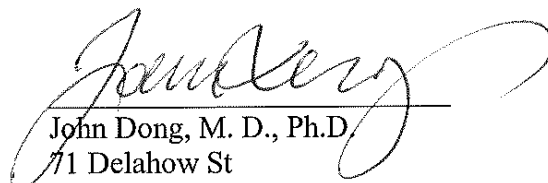
4. Complex Issues: The case involves complex legal issues, of which Plaintiff has limited legal knowledge or experience. It would be unfair to expect Plaintiff to meet the same procedural standard as the team of seasoned lawyers representing Defendant.

Based on the above reasons, John Dong respectfully requests this Honorable Court to grant an extension of time to file a response to Defendant's Motion for Summary Judgement based on a relaxed procedural standard as set by the South Carolina Court of Appeals under the Commands of the Supreme Court of the United States. John Dong requests an additional ten days to file a response.

John Dong respectfully submits that this motion is made in good faith and not for the purposes of delay.

April 20, 2023
Charleston, South Carolina

Respectfully submitted, pro se,



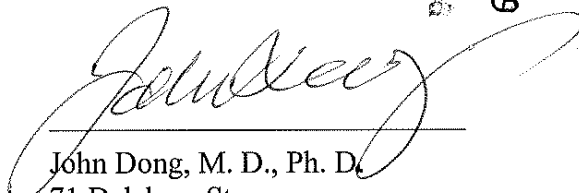
John Dong, M. D., Ph.D.
71 Delahow St
Charleston, SC 29492
Email: johnny.dong@gmail.com
Phone: 843-991-2332

CERTIFICATE OF SERVICE

This is to certify that I have on this 20th day of April 2023, served a copy of the Plaintiff's Motion for Extension of Time For Response to Defendant's Motion for Summary Judgement to the ECF system, which will notify all parties electronically. In addition, a copy of the Motion is served via United States Mail Services addressed to the following:

Bob J. Conley, Esq.
Cleveland & Conley LLC
171 Church Street, suite 310
Charleston, South Carolina 29401

FILED
2023 APR 21 PM 4:19
JULIE J. ARMSTRONG
CLERK OF COURT
JD



John Dong, M. D., Ph. D.
71 Delahow St
Charleston, SC 29492
Email: johnny.dong@gmail.com
Phone: 843-991-2332

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2016-CP-10-06683
	)	
Jian-Yun (John) Dong, M.D., Ph.D.,	)	
	)	
Plaintiff,	)	DEFENDANT MEDICAL UNIVERSITY
	)	OF SOUTH CAROLINA'S MOTION
vs.	)	FOR SUMMARY JUDGMENT
	)	
Medical University of South Carolina,	)	
	)	
Defendant.	)	
_____	)	

TO: JIAN-YUN (JOHN) DONG, M.D., PH.D., PRO SE PLAINTIFF:

PLEASE TAKE NOTICE that under South Carolina Rule of Civil Procedure 56, the undersigned attorneys for Defendant Medical University of South Carolina ("MUSC") will move before the Honorable Jean H. Toal, the presiding judge, at the Charleston County Courthouse, 100 Broad Street, Charleston, South Carolina 29401, or at such other location as the Court may direct, after ten (10) days from the date of service hereof or at such time and place as the Court may direct, for an order granting MUSC summary judgment as to Plaintiff's claims based upon, in general, but not limited to, the following grounds:

1. Plaintiff's sole cause of action for breach of contract is barred by the applicable, three-year statute of limitations; and,
2. Plaintiff cannot present sufficient evidence MUSC breached a separation agreement it entered into with Plaintiff on May 3, 2010, or incur any damages if Plaintiff could present sufficient evidence of breach.

WHEREFORE, MUSC respectfully moves this Court for an order granting it summary judgment as to Plaintiff's sole claim for breach of contract and awarding MUSC such other and further relief as this Court may deem just and proper.

Counsel for MUSC submits a memorandum in support of this motion simultaneously to the filing of this motion.

s/ Bob J. Conley

Caroline Wrenn Cleveland
Bob J. Conley
CLEVELAND & CONLEY, LLC
One Seventy-One Church Street, Suite 310
Charleston, South Carolina 29401
Telephone: (843) 577-9626
ccleveland@clevelandlaborlaw.com
bconley@clevelandlaborlaw.com

ATTORNEYS FOR DEFENDANT

Charleston, South Carolina
March 31, 2023

CERTIFICATE OF SERVICE

This is to certify that on March 31, 2023, I caused to be served a copy of Defendant Medical University of South Carolina's Motion for Summary Judgment by regular mail and by email, addressed as follows:

Jian-Yun Dong, M.D., Ph.D.
71 Delahow Street
Daniel Island, SC 29492
johny.dong@gmail.com

s/ Mark Dundervill
Mark Dundervill
Paralegal

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2016-CP-10-06683
	)	
Jian-Yun (John) Dong, M.D., Ph.D.,	)	
	)	
Plaintiff,	)	DEFENDANT MEDICAL UNIVERSITY
	)	OF SOUTH CAROLINA'S
vs.	)	MEMORANDUM IN SUPPORT OF
	)	SUMMARY JUDGMENT
Medical University of South Carolina,	)	
	)	
Defendant.	)	
_____	)	

STATEMENT OF THE CASE

Plaintiff Jian-Yun (John) Dong, M.D., Ph.D. (“Dr. Dong”) filed his Complaint on September 2, 2014, alleging the Medical University of South Carolina (“MUSC”) breached a May 3, 2010, separation agreement. For the reasons discussed, MUSC requests the Court grant MUSC summary judgment.

STATEMENT OF RELEVANT FACTS

On May 3, 2010, Dr. Dong and MUSC entered into a written agreement (hereinafter, the “Agreement”): “A Final Separation Agreement between The Medical University of South Carolina, including its College of Medicine, and Dr. Jian-Yun Dong, Professor of Microbiology and Immunology.”¹ Dr. Dong, along with J. G. Reves, M.D. (“Dr. Reves”), MUSC’s then Vice President for Medical Affairs and College of Medicine Dean, signed the Agreement on May 3, 2010.²

¹ The Agreement is attached to and incorporated by reference into Dr. Dong’s Complaint (Exhibit 1).

² Exhibit 1.

Dr. Dong and Dr. Reves signed the Agreement on May 3, 2010, in Dr. Reves' office.³ Prior to signing the Agreement, Dr. Dong did not read the Agreement.⁴ Instead, Dr. Dong "scanned through" the Agreement.⁵ Dr. Reves did not pressure Dr. Dong to sign the Agreement.⁶

The Agreement imposed obligations and benefits on Dr. Dong and MUSC. (Discussion of MUSC's obligations is contained in Section I.B below.) According to Dr. Dong, MUSC breached the Agreement no later than June 17, 2010, forty-five days after the Agreement was signed on May 3, 2010.⁷

Dr. Dong filed his Summons and Complaint on September 2, 2014.⁸ MUSC now moves for summary judgment.

LEGAL STANDARD

The purpose of summary judgment is to expedite disposition of cases that do not require the services of a fact finder. Dawkins v. Fields, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003). Summary judgment is proper where there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Id. In determining whether summary judgment is appropriate, the evidence must be viewed in the light most favorable to the nonmoving party. Id. The party seeking summary judgment has the initial responsibility of demonstrating the absence

³ Exhibit 2, P. 55, L. 19 – P. 56, L. 1.

⁴ Exhibit 2, P. 78, L. 8 - 12.

⁵ Exhibit 2, P. 57, L. 1 – 4; P. 90, L. 15 – P. 91, L. 3 (Dr. Dong states, "I cannot remember whether I read the agreement," and Dr. Dong states "scanned" means "I just read superficially, not each words.")

⁶ Exhibit 2, P. 58, L. 1 - 23.

⁷ Exhibit 2, P. 94, L. 4 – P. 95. L. 11.

⁸ Exhibit 1.

of a genuine issue of material fact. Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991).

However, “[w]ith respect to an issue on which the nonmoving party bears the burden of proof, this initial responsibility may be discharged by ‘showing’ – that is, pointing out to the [trial] court – that there is absence of evidence to support the non-moving party’s case.” Baughman at 115, 410 S.E.2d at 544 (*quoting Celotex Corporation v. Catrett*, 477 U.S. 317, 325 (1986)). In that instance, the “moving party need not ‘support its motion with affidavits or other similar materials *negating* the opponent’s claim.” Id. (*quoting Celotex*, 477 U.S. at 323) (emphasis in original). “Once the moving party has carried its initial burden, the opposing party must . . . ‘do more than simply show that there is some metaphysical doubt as to the material facts,’ and ‘must come forward with ‘specific facts showing there is a genuine issue for trial.’” Id. (*quoting Matsushita Electrical Ind. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586-87(1986)).

ARGUMENT

I. Breach of Contract.

Dr. Dong asserts a single cause of action for breach of contract. Dr. Dong’s Complaint contains no other causes of action, and Dr. Dong’s Complaint stands without amendment. Specifically, Dr. Dong alleges MUSC breached the Agreement.⁹

Dr. Dong, along with Dr. Reves, MUSC’s then Vice President for Medical Affairs and College of Medicine Dean, signed the Agreement on May 3, 2010. Dr. Dong filed his Summons and Complaint on September 2, 2014.

In this action for breach of contract, the burden is on Dr. Dong to prove the contract [Agreement], its breach, and damages caused to him by such breach. Maro v. Lewis, 389 S.C. 216,

⁹ Exhibit 1.

222, 697 S.E.2d 684, 688 (Ct. App. 2010). Additionally, the law imposes an obligation on Dr. Dong to file and serve his Summons and Complaint alleging breach of contract within the applicable statutes of limitation. As discussed below, Dr. Dong cannot present sufficient material evidence to show MUSC breached the Agreement, to show damages accrued as to him regarding alleged breaches, or to show he filed and served the Summons and Complaint within the applicable three-year statute of limitations. For the reasons discussed below, the Court should grant MUSC summary judgment.

A. Dr. Dong's Breach of Contract Claim is Barred by the Statute of Limitations.

The statute of limitations for actions pursuant to contract is three years. Poly-Med, Inc. v. Novus Scientific PTE. LTD., ___ S.C. ___, ___ S.E.2d ___, 2022 WL 4231301, *2 (2022) (*citing* S.C. Code Ann. § 15-3-530(1) (2005)). Consequently, the statute of limitations applicable to Dr. Dong's allegations regarding the Agreement is three years. Applying the three-year statute of limitations to Dr. Dong's Complaint, any breach of the Agreement Dr. Dong alleges occurred prior to September 2, 2011, are time barred for several reasons.

First, Dr. Dong cannot present material evidence any alleged breach occurred after September 1, 2011. Second, Dr. Dong cannot present material evidence any alleged breach *first* occurred after September 1, 2011, or occurred more than three years after he knew or should have known (i.e., discovered) a cause of action for breach of contract existed. *See Poly-Med* at *4 (“The limitations period begins to run when a party knows or should know, through the exercise of due diligence, that a cause of action might exist.”) (*quoting Anonymous Taxpayer v. S.C. Department of Revenue*, 377 S.C. 425, 439, 661 S.E.2d 73, 80 (2008)). In Poly-Med, the South Carolina Supreme Court confirmed “South Carolina does not recognize the continuing breach theory in applying the statute of limitations to breach of contract claims.” Poly-Med at *6.

Dr. Dong, at best, could only possibly pursue his breach of contract action for the following alleged breaches by MUSC: 1) breaches first occurring after September 1, 2011 – three years prior to filing the Summons and Complaint on September 2, 2014; and/or 2) breaches Dr. Dong did not know of and should not have known of through the exercise of due diligence prior to September 2, 2011. However, for the reasons discussed below, Dr. Dong cannot present material evidence to overcome application of the three-year statute of limitations.

1. Dr. Dong Cannot Present Material Evidence MUSC First Breached the Agreement After September 1, 2011.

According to Dr. Dong, MUSC breached the Agreement soon after entering into the Agreement. For example, Dr. Dong claims MUSC failed to meet the terms of the Agreement addressed in Section B.12 below. However, the Agreement required MUSC meet the terms of the Agreement in that respect within forty-five days of entering into the Agreement, on or before June 17, 2010. By way of further example, the Agreement required MUSC meet the terms of the Agreement addressed in Sections B.18 and B.20 below. However, the Agreement required MUSC meet the terms of the Agreement in those respects within thirty days of the effective date of the Agreement – no later than July 17, 2010. Additionally, Dr. Dong testified “of course” MUSC breached the Agreement prior to March 25, 2011.¹⁰

In summary, taking Dr. Dong’s allegations and testimony as true, Dr. Dong knew or should have known as early as June 17, 2010, that MUSC breached the Agreement. Therefore, the three-year statute of limitations accrued and began to run as to Dr. Dong’s breach of contract claim as early as June 17, 2010, but no later than July 17, 2010. Moreover, Dr. Dong testified he believed MUSC breached the Agreement prior to March 25, 2011. Regardless of which date the statute of

¹⁰ Exhibit 2, P. 139, L. 4 – P. 140, L. 21; P. 144, L. 2 – P. 145, L. 7 (indicating Dr. Dong believed MUSC breached the Agreement before March 14, 2011).

limitations accrued as to Dr. Dong's claim MUSC breached the Agreement, Dr. Dong waiting until September 2, 2014, to file his Summons and Complaint results in his claim falling outside the statute of limitations. Consequently, Dr. Dong's breach of contract claim is time barred.

2. Dr. Dong Either Knew of or Should Not Have Known of MUSC's Alleged Breach of the Agreement Through the Exercise of Due Diligence Prior to September 2, 2011.

See Section A.1.

B. Dr. Dong Cannot Present Sufficient Evidence MUSC Breached the Agreement.

“It is fundamental that, in the construction of the language of a contract, it is proper to read together the different provisions therein dealing with the same subject matter, and where possible, all the language used should be given a reasonable meaning.” Bluffton Towne Ctr., LLC v. Gilleland-Prince, 412 S.C. 554, 569, 772 S.E.2d 882, 890 (Ct. App. 2015) (*quoting* Ecclesiastes Prod. Ministries v. Outparcel Assocs., LLC, 374 S.C. 483, 498-99, 649 S.E.2d 494, 502 (Ct. App. 2007)). “In construing and determining the effect of a written contract, the intention of the parties and the meaning are gathered primarily from the contents of the writing itself, or, as otherwise stated, from the four corners of the instrument.” Silver v. Aabstract Pools & Spas, Inc., 376 S.C. 585, 591, 658 S.E.2d 539, 542 (Ct. App. 2008) (*quoting* McPherson v. J.E. Sirrine & Co., 206 S.C. 183, 204, 33 S.E.2d 501, 509 (1945)). The Agreement is unambiguous and, therefore, the Court must enforce it “according to its terms regardless of its wisdom or folly, apparent unreasonableness, or the parties' failure to guard their rights carefully.” S.C. Dep't of Transp. v. M & T Enterprises of Mt. Pleasant, LLC, 379 S.C. 645, 655, 667 S.E.2d 7, 13 (Ct. App. 2008).

It is a question of law for the Court whether the language of the Agreement is ambiguous. South Carolina Dep't of Natural Res. v. Town of McClellanville, 345 S.C. 617, 623, 550 S.E.2d 299, 302–03 (2001). MUSC asserts the Agreement “is unambiguous, clear, and explicit, it must be

construed according to the terms the parties have used, to be taken and understood in their plain, ordinary, and popular sense.” C.A.N. Enters., Inc. v. South Carolina Health and Human Services Commission, 296 S.C. 373, 377, 373 S.E.2d 584, 586 (1988). Because the Agreement is “clear and capable of legal construction,” the Court’s “only function is to interpret its lawful meaning and the intention of the parties as found within” the Agreement “and give effect to it.” Ebert v. Ebert, 320 S.C. 331, 338, 465 S.E.2d 121, 125 (Ct.App.1995). The Court is “without authority to alter” the unambiguous “by construction or to make” a new Agreement for the parties.” C.A.N. Enters., Inc., 296 S.C. at 378, 373 S.E.2d at 587.

The Agreement contains unambiguous obligations as to both MUSC and Dr. Dong. Dr. Dong cannot present sufficient evidence MUSC breached its obligations in the Agreement. MUSC’s obligations, as contained in the Agreement, are each addressed sequentially below:

1. Continue “compensated appointment [of Dr. Dong] as Professor of Microbiology and Immunology will continue through March 31, 2012.”

Dr. Dong can present no material evidence MUSC breached this provision in the Agreement. To the contrary, the material evidence shows MUSC did not breach this provision of the Agreement. First, Dr. Dong acknowledges the payments were made to him by MUSC.¹¹ Second, the letter from Mark Sothmann, Ph.D (“Dr. Sothmann”), MUSC’s then Vice President for Academic Affairs and Provost, to Dr. Dong on September 29, 2011, placed Dr. Dong on paid administrative leave, and MUSC continued to pay Dr. Dong. Third, Dr. Sothmann did not remove Dr. Dong’s faculty appointments.¹²

¹¹ Exhibit 2, P. 62, L. 25 – P. 63, L. 5.

¹² See Exhibit 2 to Dr. Dong’s Complaint (Exhibit 1).

2. “[C]ontinue Dr. Dong’s employment, faculty appointment and make scheduled salary payments to him [through March 31, 2012].”

See Section B.1 above. Dr. Dong can present no evidence MUSC either failed to employ him until March 31, 2012, or make scheduled salary payments to him through March 31, 2012. Additionally, Dr. Dong can provide no evidence MUSC did not allow him to continue his faculty appointments, tenure, or title or that MUSC otherwise removed Dr. Dong’s faculty appointments, tenure, or title through March 31, 2012.

3. Allow Dr. Dong to “retain his faculty appointment, tenure and title until the effective date [March 31, 2012] of his resignation.”

See Sections B.1 and B.2 above.

4. Allow Dr. Dong “forty-five (45) days after the execution of the agreement to revoke it [the Agreement].”

Dr. Dong can present no evidence MUSC breached the Agreement in respect to the revocation provision. Moreover, Dr. Dong acknowledges he did not ask to revoke the Agreement within the forty-five-day period.¹³

5. “[P]ay Dr. Dong his current level of monthly salary compensation through March 31, 2012. This amount will equal but not exceed his effective annual rate of pay (\$105,313.00/year) at November 1, 2009.”

See Sections B.1 and B.2 above.

6. “Primary [MUSC faculty] appointment will be in the Department of Biochemistry with a secondary appointment in the Department of Microbiology and Immunology [through March 31, 2012].”

See Sections B.1 and B.2 above.

¹³ Exhibit 2, P. 59, L. 24 – P. 60, L. 5.

7. “Dr. Dong may use the title ‘Director of Biotherapeutics and Vaccine Development’ [through March 31, 2012].”

See Section B.1 and B.2 above. Additionally, Dr. Dong acknowledges no recollection of ever using the title.¹⁴ Moreover, Dr. Dong can present no material evidence MUSC told him to not use the title, or otherwise prohibited Dr. Dong’s use of the title, through March 31, 2012.

8. “Any and all MUSC academic appointments are understood to be term limited, not to extend beyond March 31, 2012, or the date of his employment at another institution or company, whichever may come first.”

See Sections B.1, B.2 and B.7 above.

9. “University [MUSC] will waive the direct charging of Dr. Dong’s salary to any grants or contracts he receives during the period of this agreement. University [MUSC] will cost-share this expense in compliance with federal rules and regulation.”

Dr. Dong can present no evidence MUSC breached the Agreement in respect to this provision.

10. “University [MUSC] will continue to provide customary fiscal support and oversight for research awards received through MUSC and the Division of Basic Science.”

Dr. Dong can present no evidence MUSC breached the Agreement in respect to the provision requiring “customary fiscal support and oversight for research awards received through MUSC and the Division of Basic Science.”

11. “University [MUSC] will pay Dr. Dong a sum of \$30,000 directly from the Chairman’s budget in the Department of Microbiology and Immunology, to be paid no later than day 50 following the signing of this agreement.”

According to Dr. Dong, the amount was paid by MUSC.¹⁵

¹⁴ Exhibit 2, P. 108, L. 4 – 25.

¹⁵ Exhibit 2, P. 86, L. 1 – 14.

- 12. “Mr. Scott Reid and Mr. Ronald Bycroft will attempt to locate an vectors or similar materials shared with other investigators for re-propagation by Dr. Dong and will attempt to locate written, enduring, hard-copy records which have been lost. This will occur in the 45-day window above. Any additional items located after that time of search will also be provided Dr. Dong.”**

Dr. Dong can provide no evidence MUSC, specifically its then employees Scott Reid and Ronald Bycroft, failed to “attempt” to “locate” the “vectors and similar materials.” Moreover, Dr. Dong can present no evidence MUSC failed to provide him with “additional items located after that time of search” by Mr. Reid and Mr. Bycroft or evidence such “additional items” were located at all.¹⁶

- 13. “University [MUSC] agrees to relinquish any all active, commercially funded research awards received by Dr. Dong to Dr. Dong as permitted by the sponsor upon his resignation.”**

Dr. Dong can present no evidence MUSC breached the Agreement in respect to the provision regarding relinquishment of “commercially funded research awards.”

- 14. “Active, federally funded research awards received will be relinquished [by MUSC] directly back to the federal agencies as obligated by the award agreements.”**

Dr. Dong can present no evidence MUSC breached the Agreement in respect to the relinquishment provision.

- 15. “Enduring grant materials, records, lab books and any other documentation required by law or University policy, will be secured, catalogued and maintained by MUSC, in the office of General Counsel.” “Dr. Dong may make copies of his enduring grant materials, records, and lab books.”**

Dr. Dong can present no evidence MUSC breached the Agreement in respect to the revocation provision.

¹⁶ Exhibit 2, P. 94, L. 4 – P. 95, L. 18.

16. “MUSC will cover Dr. Dong’s legal fees and other costs in this matter, through a second one-time payment of \$20,000, also to be made to Dr. Dong no later than day 50 following the signing of this agreement.”

Dr. Dong can present no evidence MUSC breached the Agreement in respect to this provision. Dr. Dong acknowledges he does not have knowledge whether MUSC paid the \$20,000.00.¹⁷ Dr. Dong also acknowledges no recollection of incurring or claiming legal fees, including attorney fees, related to the Agreement because Dr. Dong “didn’t have an attorney involved”, and Dr. Dong “did not believe I [he] claimed it [\$20,000.00 for legal fees and other costs].”¹⁸

17. “[A]ccess to campus facilities and to their use [by Dr. Dong] shall not be limited during his remaining years of appointment and employment.”

Dr. Dong can present no evidence MUSC breached the Agreement in respect to the access provision. Moreover, although a letter from Dr. Sothmann to Dr. Dong on September 29, 2011, placed Dr. Dong on paid administrative leave, Dr. Sothmann did not prohibit Dr. Dong from accessing “campus facilities” or limit Dr. Dong’s use of “campus facilities.”¹⁹

¹⁷ Exhibit 2, P. 86, L. 15 – 21.

¹⁸ Exhibit 2, P. 86, L. 15 – P. 88, L. 6.

¹⁹ See Exhibit 2 to Dr. Dong’s Complaint (Exhibit 1).

- 18. “[A]ny equipment purchased through extramural grants written by Dr. Dong as the sole PI and which was in Dr. Dong’s laboratory at the time of relocation to the 700 sf laboratory space (including freezers and refrigerators also located nearby in equipment rooms of CSB) shall be relocated to GenPhar in 30 days of the effective date.”**

MUSC acknowledges it never relocated “equipment” subject to this provision of the Agreement. However, as discussed in Section I above, to the extent Dr. Dong could have asserted a claim for breach in regard to this provision, the three-year statute of limitation began to run after thirty days of the effective date of the Agreement – no later than July 17, 2010.

- 19. “Relocate at its [MUSC’s] expenses such Exhibit B equipment as it [MUSC] may evaluate from the remaining Vector Core equipment which can be temporarily relocated without jeopardizing other on-going funded faculty researchers,” including “equipment which Dr. Dong purchased from UCSF [University of California – San Francisco] and for grants on which Dr. Dong was the named original PI [“Primary Investigatory”] as permitted by law and University [MUSC] policy to the GenPhar location, provided that all certificates of occupancy, governmental permits and insurance coverages are in place for that site.” “All equipment shall remain within the MUSC property accounting system.”**

Dr. Dong can present no evidence MUSC breached the Agreement in respect to this provision for several reasons. First, Dr. Dong can present no evidence he ever provided an “Exhibit B” to the Agreement and no “Exhibit B” is attached to the Agreement. The Agreement required Dr. Dong provide MUSC with “Exhibit B” no later than “10 days after the date of entry into” the Agreement – May 13, 2010. Second, Dr. Dong can present no evidence the “GenPhar location” received certificates of occupancy, governmental permits **and** insurance coverages.” (emphasis added.)

20. “University [MUSC] agrees to relocate at its expense the equipment listed in Exhibit A.”

MUSC acknowledges it never relocated the equipment listed in Exhibit A to the Agreement. However, Dr. Dong can present no evidence the “GenPhar location” received certificates of occupancy, governmental permits **and** insurance coverages.” (emphasis added.) In the absence of such certificates, permits and insurance coverages, the Agreement did not require MUSC relocate the equipment listed in Exhibit A to the Agreement. Additionally, as discussed in Section I above, to the extent Dr. Dong could have asserted a claim for breach in regard to this provision, the three-year statute of limitation began to run after thirty days of the effective date of the Agreement – no later than July 17, 2010.

In summary, Dr. Dong can present no substantive, admissible, or material evidence that is sufficient to support his allegation MUSC breached the Agreement.

C. Dr. Dong Cannot Present Sufficient Evidence of Damages.

“The general rule is that for a breach of contract the defendant is liable for whatever damages follow as a natural consequence and a proximate result of such breach.” *Id.* (quoting *Fuller v. E. Fire & Cas. Ins. Co.*, 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962)). “In a breach of contract action, damages serve to place the nonbreaching party in the position he would have enjoyed had the contract been performed.” *Id.* (quoting *S.C. Fed. Sav. Bank v. Thornton-Crosby Dev. Co.*, 303 S.C. 74, 77, 399 S.E.2d 8, 10 (Ct. App. 1990)). “The measure of damages for breach of contract is the loss actually suffered by the contractee as the result of the breach.” *S.C. Fin. Corp. of Anderson v. W. Side Fin. Co.*, 236 S.C. 109, 122, 113 S.E.2d 329, 335 (1960).

“Generally, in order for damages to be recoverable, the evidence should be such as to enable the court or jury to determine the amount thereof with reasonable certainty or accuracy.” *Austin v. Stokes-Craven Holding Corp.*, 387 S.C. 22, 43, 691 S.E.2d 135, 146 (2010) (quoting

Whisenant v. James Island Corp., 277 S.C. 10, 13, 281 S.E.2d 794, 796 (1981)). ““While neither the existence, causation nor amount of damages can be left to conjecture, guess or speculation, proof with mathematical certainty of the amount of loss or damage is not required.”” Id. (*quoting Whisenant*, 277 S.C. at 13, 281 S.E.2d at 796).

Even if Dr. Dong could show MUSC breached the Agreement, and Dr. Dong cannot so show such breach, Dr. Dong cannot present sufficient, material evidence of damages associated with any alleged breach of the Agreement by MUSC.

CONCLUSION

For all the noted reasons, MUSC requests the Court grant MUSC summary judgment as to Dr. Dong’s claims and causes of action.

s/Bob J. Conley
Caroline W. Cleveland
Bob J. Conley
CLEVELAND & CONLEY, LLC
171 Church Street, Suite 310
Charleston, South Carolina 29401
Telephone: (843) 577-9626
ccleveland@clevelandlaborlaw.com
bconley@clevelandlaborlaw.com

ATTORNEYS FOR DEFENDANT

March 31, 2023
Charleston, South Carolina

CERTIFICATE OF SERVICE

This is to certify that on March 31, 2023, I caused to be served a copy of Defendant Medical University of South Carolina's Memorandum in Support of Motion for Summary Judgment by regular mail and by email, addressed as follows:

Jian-Yun Dong, M.D., Ph.D.
71 Delahow Street
Daniel Island, SC 29492
johny.dong@gmail.com

s/ Mark Dundervill
Mark Dundervill
Paralegal

Exhibit 1

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

JIAN-YUN (JOHN) DONG, M.D., Ph.D.,

Plaintiff(s)

vs.

THE MEDICAL UNIVERSITY OF
SOUTH CAROLINA

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

14-CP-10-5332

Submitted By: Allan R. Holmes

Address: Gibbs & Holmes, Suite 110, 171 Church Street,
Charleston, SC 29401

SC Bar #: 2576

Telephone #: 843-722-0033

Fax #: 843-722-0114

Other:

E-mail: aholmes@gibbs-holmes.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

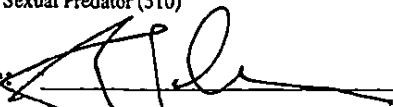
DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☒ Breach of Contract (140)
☐ Other (199) | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20-CP-_____
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Administrative Law/Relief
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers Compensation Settlement Approval (780)
☐ Other (799) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Sexual Predator (510) | | |

Submitting Party Signature: 

Date: September 2, 2014

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

-0625-

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

JIAN-YUN (JOHN) DONG, M.D., Ph.D.,)
Plaintiff,)
vs.)
THE MEDICAL UNIVERSITY OF)
SOUTH CAROLINA,)
Defendant.)

SUMMONS

FILED
2014 SEP -2 PM 4:29
CLERK OF COURT
J. ARTHUR STRONG

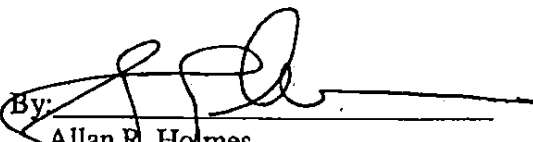
TO: THE DEFENDANT ABOVE NAMED

YOU ARE HEREBY SUMMONED and required to answer the Complaint herewith served upon you and to serve a copy of your Answer to the said Complaint on Plaintiff's attorney, Allan R. Holmes, Esquire, Gibbs & Holmes, 171 Church Street, Suite 110, Post Office Box 938, Charleston, South Carolina 29402, within thirty (30) days after the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, exclusive of the day of such service, judgment by default will be entered against you for the relief demanded in the Complaint.

GIBBS & HOLMES

September 2, 2014

By: 
Allan R. Holmes
Suite 110, 171 Church Street
Charleston, South Carolina 29401
Phone: 843-722-0033

ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

JIAN-YUN (JOHN) DONG, M.D., Ph.D.,)
Plaintiff,)
vs.)
THE MEDICAL UNIVERSITY OF)
SOUTH CAROLINA,)
Defendants.)

COMPLAINT

FILED
2014 SEP -2 PM 4:29
JULIE J ARMSTRONG
CLERK OF COURT

The above-named Plaintiff, by his undersigned counsel, complains of the above-named Defendant and alleges that:

1. Plaintiff is a citizen and resident of Charleston County, South Carolina;
2. Defendant is a body corporate and politic organized under the laws of South Carolina with authority to sue and be sued.
3. Plaintiff holds Doctor of Philosophy and Doctor of Medicine degrees, is an internationally renowned scientist, and served as a tenured faculty member and employee of the Defendant from 1998 until March 31, 2012.
4. Disputes between the Plaintiff and Defendant led to their entry into an Agreement dated May 3, 2010. A copy of said Agreement is attached hereto as Exhibit On May One and its terms are incorporated herein by reference.
5. On, or about, September 29, 2011, the Defendant breached the May 3, 2010, Agreement. A summary of some of the breaches of the Agreement is provided by the September 29, 2011, letter of the Defendant authored by its agents, Mark S. Sothman, Ph.D., and Vice President for Academic Affairs and Provost, and Stephen M. Lanier, Ph.D., Associate Provost

for Research. A copy of this letter is attached as Exhibit Two and incorporated fully herein. *Inter alia*, these breaches violate the May 3, 2010, Agreement, and constitute actionable breaches of contract. They include:

- a. The placement of the Plaintiff on administrative leave and denying him all his duties and responsibilities as a faculty member of the Defendant;
- b. The complete failure to relocate his laboratory equipment and the destruction of his laboratory research materials thereby depriving the Plaintiff of his research, the opportunity to conduct research, the value of his research and diminished his ability to conduct research and obtain research funding and continue or advance his position at another university.
- c. The denial to him of this right to conduct research under the auspices of the National Institutes of Health and other funding agencies, and the destruction of grant activities which he had already secured;
- d. The failure to return to the Plaintiff various biological materials which were wrongfully taken from the Plaintiff by the Defendants and used by other employees of the Defendant;
- e. The failure to support Plaintiff's applications for research funds;
- f. The blocking of the Plaintiff's anticipated research at the biotech firm, GenPhar, Inc., by supporting an unlawful take over of GenPhar, Inc. *Inter alia*, the Defendant, through its agents, contributed to GenPhar shares of stock. These shares included those which the Plaintiff had obtained for the Defendant, and included shares owned by the Plaintiff. These actions caused the full control of GenPhar, Inc., to be given to a German national unlawfully, and unlawfully deprived the Plaintiff of the value of his shares while destroying his efforts to conduct research.

6. The foregoing acts and omissions of the Defendant constitute its breach of its Agreement with the Plaintiff, and have proximately caused damages to the Plaintiff in an amount to be determined at trial.

DEMAND FOR JURY TRIAL

7. Plaintiff demands a trial by jury on all claims.

WHEREFORE, plaintiff requests that this Court:

- a. Set this case down for trial by jury;
- b. Enter Judgment in favor of the Plaintiff in an amount of damages to be determined at trial;
- c. Tax costs and fees against the Defendant;
- d. Grant such other and further relief as is deemed just and proper.

GIBBS & HOLMES

September 2, 2014

By: 
Allan R. Holmes
Suite 110, 171 Church Street
Charleston, South Carolina 29401
Phone: 843-722-0033

ATTORNEYS FOR PLAINTIFF

EXHIBIT ONE

A Final Separation Agreement between
The Medical University of South Carolina including its College of Medicine,
and Dr Jian-yun Dong, Professor of Microbiology and Immunology

This Final Separation Agreement between The Medical University of South Carolina including its College of Medicine (the "University"), and Jian-yun ("John") Dong, MD, PhD, ("Dr. Dong") Professor of Microbiology and Immunology, is entered into this 31 day of May, 2010.

By their entering into this final agreement, the University agrees that Dr Dong's compensated appointment as Professor of Microbiology and Immunology will continue through March 31, 2012. Dr. Dong agrees to withdraw any and all pending or future grievance(s) for actions prior to the date of this agreement (above) and agrees that this final separation constitutes full settlement of any and all past grievances or claims that Dr. Dong may have against the University, its employees and against any and all of its affiliated entities up to and including the date of this agreement.

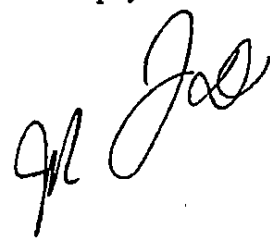
During the term of this final agreement, the University will continue Dr. Dong's employment, faculty appointment and make scheduled salary payments to him. In consideration, Dr. Dong acknowledges that this final agreement constitutes his irrevocable resignation of his tenured faculty appointment to be effective no later than March 31, 2012. Dr. Dong will retain his faculty appointment, tenure and title until the effective date of his resignation.

The University retains the right to provide him a modified, non-tenure faculty appointment and title after March 31, 2012, in light of any continuing mutual benefits that may accrue to the parties.

In his execution of this final separation agreement, Dr Dong understands that he is advised to seek legal advice before signing any final document, and shall have forty-five (45) days after the execution of the agreement to revoke it.

Payment of Faculty Compensation

The University will pay Dr. Dong his current level of monthly compensation through March 31, 2012. This amount will equal but not exceed his effective annual rate of pay (\$105,313.00/year) at November 1, 2009.



Retention of Faculty Appointment and Faculty Duties

The University agrees that Dr. Dong will retain his current appointment and rank through March 31, 2012. Dr. Dong's primary appointment will be in the Department of Biochemistry with a secondary appointment in the Department of Microbiology and Immunology. During this time he will receive annual evaluations and receive and respond to critical inputs and comply with reasonable faculty duties and requests. The University, in turn, acknowledges that Dr. Dong will work predominantly off site in the Charleston area and will travel for academic and commercial purposes.

Dr. Dong agrees to carry his customary share of teaching, lecturing and instructional responsibilities as assigned and communicated to him in writing by the chairman of each department.

During this period Dr. Dong may use the title "Director of Biotherapeutics and Vaccine Development."

Dr. Dong is free to seek academic and research collaborations, including secondary appointments, within MUSC during the remainder of this agreement. Dr. Dong may consult with Drs. Yusuf Hannun and James Norris regarding any proposed change of primary department. Any and all MUSC academic appointments are understood to be term limited, not to extend beyond March 31, 2012 or the date of his employment at another institution or company, whichever may come first.

Irrevocable Resignation effective no later than March 31, 2012

Dr. Dong agrees and commits to submitting an Irrevocable Letter of Resignation effective no later than March 31, 2012. He may submit this letter at any time. Should Dr. Dong accept fulltime employment, including a faculty appointment, at another institution or company prior to March 31, 2012, then the agreed upon payments and continuing appointment will cease at the time of his first day of paid employment. Dr. Dong may request the University's continuation of a modified, non-tenure appointment. The University retains the right to bestow upon him such appropriate title after that time in light of any continuing mutual benefits that may accrue to the parties.

Irrevocable Resignation under this agreement

Should Dr. Dong not elect to send a formal letter of resignation either upon assuming full-time employment at another institution or company or at the end of March 31, 2012, this agreement is recognized by Dr. Dong and the University as an irrevocable resignation effective the time of his first day of paid employment at another institution or March 31, 2012, whichever is sooner.



Access to Campus Research Laboratories and Resources

Dr. Dong agrees to relinquish his future use of approximately 700 sq. ft. of laboratory space after the listed equipment and materials (Inventory list is attached as Exhibit A) have been transferred to his new space. This allows the University to reassign space unused or underused for the needs of other researchers during a time of building renovations.

Dr. Dong must submit an additional list of Vector Core equipment items (to be attached as Exhibit B and approved by the University) he is requesting no later than 10 days after the date of entry into this agreement. The University intends to equip a temporary Vector Core facility in so far as the temporary relocation of that equipment does not disadvantage the grant funded research of other faculty members.

In lieu of rental payments for space in the GenPhar Building (once occupied), the University will waive the direct charging of Dr. Dong's salary to any grants or contracts he receives during the period of this agreement. The University will cost-share this expense in compliance with federal rules and regulations.

The University will continue to provide the customary fiscal support and oversight for research awards received through MUSC and the Division of Basic Science.

The University agrees to relocate at its expense the equipment listed in Exhibit A. It will also relocate at its expenses such Exhibit B equipment as it may evaluate from the remaining Vector Core equipment which can be temporarily relocated without jeopardizing other on-going funded faculty researchers. This includes equipment which Dr. Dong purchased from UCSF and for grants on which Dr. Dong was the named original PI as permitted by law and University policy to the GenPhar location, provided that all certificates of occupancy, governmental permits and insurance coverages are in place for that site. Other items purchased and owned by MUSC with Vector Core NIH and HCC funding shall remain on MUSC's campus, except as listed in Exhibit A, or in the approved Exhibit B request. All equipment shall remain within the MUSC property accounting system. Likewise, any equipment purchased through extramural grants written by Dr. Dong as the sole PI and which was in Dr. Dong's laboratory at the time of relocation to the 700 sf laboratory space (including listed freezers and refrigerators also located in nearby equipment rooms of CSB) shall be relocated to GenPhar in 30 days from the effective date.

Dr. Dong's access to campus facilities and to their use shall not be limited during his remaining years of appointment and employment. All normal laboratory policies and safety practices are to be followed by all faculty members and technicians, including Dr. Dong and his team. All parties acknowledge that this agreement does **NOT** supersede the University's normal laboratory policies and safety practices.

Equipment relocated to GenPhar under this agreement will be returned to the MUSC campus at the University's expense at the end of Dr. Dong's appointment, unless otherwise permitted by existing university policies and external sponsor policies and approvals.

Dr. Dong will transfer any research material including genetic materials, DNA constructs, viral and plasmid vectors, antibodies, and enzymes to Dr. Dong's new research location for his continued research, including the materials which were provided by Dr. Dong to the Vector Core for services while Dr. Dong was the Director. Any vectors provided to faculty members during the operation of the Vector Core will remain with the respective faculty members who acquired the product.

In recognition of his offer to perform Vector Core services from his off-campus location for the approximate twenty-three month interval above, the University will pay Dr. Dong a sum of \$30,000 directly from the Chairman's budget in the Department of Microbiology and Immunology, to be paid no later than day 50 following the signing of this agreement. These payments will enable him to perform Vector Core functions and to begin to replicate and to re-propagate vectors which have been lost.

At the direction of Dr. Yusuf Hannun, Mr. Scott Reid and Mr. Ronald Bycroft will attempt to locate any vectors or similar materials shared with other investigators for re-propagation by Dr. Dong and will attempt to locate written, enduring, hard-copy records which have been lost. This will occur in the 45 day window above. Any additional items located after that time of search will also be provided Dr. Dong.

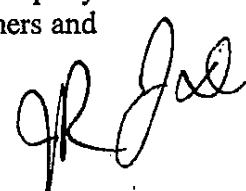
Active Grants at the Time of Resignation

The University agrees to relinquish any and all active, commercially funded research awards received by Dr. Dong to Dr. Dong as permitted by the sponsor upon his resignation. Active, federally funded research awards received will be relinquished directly back to the federal agencies as obligated in the award agreements.

Enduring grant materials, records, lab books and any other documentation required by law or University policy, will be secured, catalogued and maintained by MUSC, in the office of its General Counsel. Dr. Dong may make copies of his enduring grant materials, records, and lab books. Listed laboratory equipment and computers, printers may be released to Dr. Dong, only as permitted under existing university policies and guidelines.

MUSC will cover Dr. Dong's legal fees and other costs in this matter, through a second one-time payment of \$20,000, also to be made to Dr. Dong no later than day 50 following the signing of this agreement.

All parties enter this agreement in good faith and with respect for the intellectual property and scientific contributions of all current, past or future students, faculty researchers and university administrators.



The Parties have set their hand and seal this 3rd day of May 2010.

Medical University of South Carolina

Witness

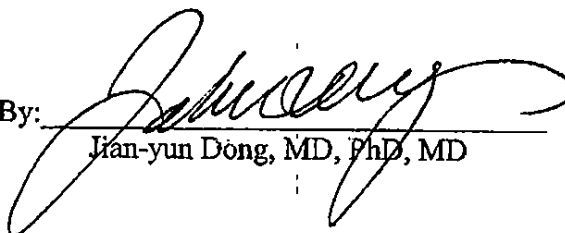
By:



J.G. Reves, MD
Vice President for Medical Affairs
and Dean, College of Medicine

Witness

By:



Jian-yun Dong, MD, PhD, MD

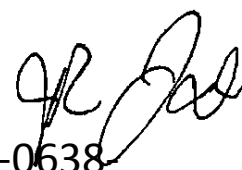
Exhibit A is to be attached and is to be initialed and dated by both parties.

Exhibit B to be provided by Dr. Dong no later than 10 after the signing of this agreement

Descriptions Inventory BSB 211 Lab	Funding	MUSC Tag #
Desk chairs 1 each	Startup	
Regulator in use on CO2 cylinder	No tags	
Epson scanner	No tags	
Compac computer	UCSF	
Igloo Cooler Blue and White	No tags	
Imac broken Two each	Startup	
Lamp for Luminator Mod vf15H	No tags	
Picker	Paddock	
Power Mac G5	GenPhar	
rotor buckets 3 each	No tags	
Two foot stools	No tags	
UVP Trans Luminator	Paddock	83009591
Apple Personnel Lazer Writer	No tags	
BRL Mod 250 Electrophoross systems	No tags	
Coming Stirrer PC-353	Arrigo	
Cylinder Regulator Gauges (3 each)	No tags	
Fisher FB 105 Electrophoross systems	No tags	
Fisher microprobe	No tags	
GCA Precision Water bath	No tags	
Imac and Keyboard and two mice	Startup	
Pipet-Aid Lot # 276	No tags	
Pipet-Aid Lot 221	Arrigo	
keyboards 4 and 4 mice	No tags	
Book cases Mahogany 72" high	Startup	
Fellows Shredder	Startup	
Two Book cases Mahogany each	Startup	
-86C ULT Freezer two door	Vector Core	83083054
Barnstead NanoPure-Diamond	Vector Core	83085260
Bell Stirrer	No tags	
Bio-Rad Biologic BioFrac Fraction collector	Vector Core	
Bio-Rad Bio-logic LP part of 31 above	Vector Core	
Boekel Microcooler	Paddock	83023135
Cryo Biological Storage System JR not in use	No tags	
Fisher Biotech Hybridization Incubator	Startup	
Fisher Dry Bath Incubator...	No tags	83075059
Fisher ISO temp 1250	Vector Core	
Fisher ISO temp 205	Vector Core	
Fisher Vortex Genie	No tags	
Fisher Vortex-gene	Paddock	
Forma Scientific -80 Freezer	UCSF	
Forma Water Jacketed Incubator	Startup	
G3 computer /keyboard/monitor	Startup	
Kenmore Chest Freezer Large	Dong NIH	
Kenmore Freezer	Dong NIH	
Kenmore Microwave Quiet touch	Dong NIH	
Kenmore Refrigerator/Freezer	Startup	
Kenmore under the counter refrigerator	UCSF	
Parameter Select SN 030	No tags	
Power Mac G4/monitor/keyboard	Startup	
VWR Under the counter refrigerator	UCSF	
Precision Water bath	UCSF	



3 drawer Lat file cabinet (HON)	No tags	
ALPS Printer and box of ribbins Mod 2300	No tags	
Amana Microwave Range	82027-01	
Apple I book	Genphar	83082919
Apple I book no battery	Genphar	
Apple monitor	Startup	
Bio-Rad Gene Pulser	Arrigo	83075041
BMG Fluostar with Dell computer	Vector Core	83072286
Bockel Microcooler	Paddock	83075052
Boekel Microcooler	Arrigo	83025050
Boi-Rad Trans Blot SD	No tags	
Branson 450 Sonofoer	UAB	
Camera connected to Scope above (HBO 100)	Vector Core	
Computer in Office	No tags	
Corning Stirrer/Hot Plate	UCSF	
Cryo Biological Storage System 6 Plus	Vector Core	
Cryo Biological Storage System 6 plus not in use	Startup	
Dell Computer & monitor 17"	No tags	
Dell monitor 24"	Genphar	
Deluxe Mixwe S8220	No tags	
Desk And Chair	Startup	
Eppendorf Centrifuge 5402	Paddock	83022926
Eppendorf Centrifuge 5415C	Paddock	83031565
Eppendorf Centrifuge 5415C	Arrigo	83031566
Eppendorf Centrifuge 5417C	Paddock	83056787
Eppendorf Centrifuge 5417R	Paddock	83052851
Eppendorf Easypet Pipette	Vector Core	
Eppendorf Easypet Pipette	UCSF	
Eppendorf pipette P10 =10 each	lor Core=3 Dong NIH=4	
Eppendorf pipette P100 = 1 each	No tags	
Eppendorf pipette P1000 =3 each	No tags	
Eppendorf pipette P20 =7 each	lor Core=5 Dong NIH=4	
Eppendorf pipette P200 = 5 each	vector Core=4	
Equathon Temp Blok	UCSF	
File Cabinet	Startup	
Finnpipette Digital 5-50 ul	UCSF	
Fisher Dry bath Incubator	Vector Core	
Fisher Electrophoresis Systems	UCSF	
Fisher ISO Temp	No tags	
Fisher ISO temp 125D	No tags	
Fisher Manathon 16 KM	vector core	
Fisher Mini Vortexer	UCSF	
Fisher PH Meter Mod AB15	UCSF	
Fisher Regular Mod 10-572-E	No tags	
Fisher Sterrer/ hotplate	UCSF	
Fisher Water bath 205	UCSF	
Fisher Waterbath	Vector Core	83075057
Fisher Waterbath 220	UCSF	
Forma Chest freezer (locked)	UCSF	
Forma Orbital Shaker	UCSF	
Forma Water Jacketed Incubator	Kalivas	
Fotodyne UV	No tags	



-0638

Gallen Kamp Orbital Incubator	Genphar	
General Electric Reader	No tags	
Harvard Trip Balance (2kg - 5 lb) two each	1=UCSF	
Hot Plate	Paddock	83075048
Hot Plate Nuova II	No tags	
HP 4050N printer	Startup	
IEC Centrx CL3R	Paddock	83073686
IEC HN-SII Centrifuge	UCSF	
IEC Micromax	UCSF	
IEC Micromax	No tags	83073687
IEC micromax	UCSF	
IMAC	Startup	83074995
IMAC	Startup	83075045
IMAC /keyboard	Startup	
Imac and Keyboard S/N YMO1112QJ88	Donation/26000	83075063
Kenmore 19 Freezer (locked)	Dong NIH	
Kenmore Chest Freezer small (1)	Dong NIH	
Kenmore Freezer Chest Small (2)	UCSF	
Kenmore microwave	Vector Core	
Kenmore Ref/freezer	No tags	
Kenmore Refrigerator / Freezer	No tags	
Kenmore Refrigerator/Freezer	No tags	
Kenmore refrigerator/Freezer 293	UCSF	
Kodak Carsusel 80	No tags	
MJ Research PTC-200 DNA Peltier Thermal Cycler	Vector Core	
OHAUS Balance	UCSF	
Olympus CK2 Microscope	Vector Core	83037762
Opti-Quip Mod 1200 power supply	Paddock	83075065
Orbital Shaker	Paddock	83075037
Panasonic Phone with Answering machine	No tags	
Perkin Elmer Gene AMP PCR system 2400	Paddock	83049405
Perkin Elmer Gene AMP PCR system 9600	Startup	83027077
Picker Reader	Paddock	
Pipet- Aid lot 205	Startup	
Pipet Aid Lot 205	TAL (Ken's)	
Pipet Aid pipette SN 35452	UCSF	
Pipet-Aid Sn # 21576	UCSF	
Pipetman pipette P10 = 1 each	No tags	
Pipetman Pipette P100 =1 each	No tags	
Pipetman Pipette P1000 = 9 each	No tags	
Pipetman Pipette P1000 = 9 each	No tags	
Pipetman Pipette P20 = 20 each	vector Core=3	
Pipetman Pipette P200 = 9 each	No tags	
Power PC & monitor plus old scanner and CD-Rom	Startup	
Power PC and 5 keyboards in a box	No tags	
Precision Standard Balance	Paddock	83031568
Precision Waterbath	Paddock	83075039
Precision Waterbath	Paddock	83075042
Precision Waterbath Mod 181	Paddock	83075047
Printer	Startup	
Safety Glass two pair	No tags	
Savant SpeedVAC SC100	Paddock	83075049

Sears Seal n Save	No tags	
Spenger	UCSF	
Steel Cart (Lake side Inc.)	No tags	
Stratagene RoboCycler 40	UCSF	
Survey Meter (Ludlum MD23)	UCSF	
Two Chairs	Startup	
Vortex	No tags	
Vortex-2 Genie	Arrigo	
Vtech phone base with three phones	GenPhar	
VWR 1230 Waterbath	UCSF	
VWR 50-200ul pipette	UCSF	
VWR Rocking Platform Mod 100	Vector Core	83075060
Wooden 6 shelf book case	Startup	
Zeiss Microscope 200 and power supply	Vector Core	83082917
Zip 250 drive 3 each	Startup	

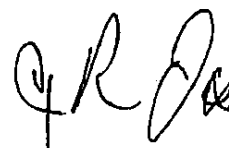


EXHIBIT TWO



Office of the
Vice President for Academic Affairs
and Provost
Colcock Hall
179 Ashley Avenue
MSC 002
Charleston SC 29425-0020

Tel 843 792 3031
Fax 843 792 5110
www.musc.edu

PERSONAL AND CONFIDENTIAL

REVISION REFLECTING CORRECTED DEPARTURE
DATE OF MARCH 31, 2012 IN PARAGRAPH #1

October 3, 2011

Jian-yun (John) Dong, M.D., Ph.D.



RE: Administrative Leave

Dear Dr. Dong:

Please find attached, revised correspondence to you dated September 29, 2011, which reflects the corrected departure date of March 31, 2012, as stipulated in the May 3, 2010 Final Separation Agreement with Dean Reves (See paragraph #1).

Sincerely,

Mark S. Sothmann, Ph.D.

Vice President for Academic Affairs and Provost

Stephen M. Lanier, Ph.D.

Associate Provost for Research

MSS/jjs

ELECTRONICALLY FILED - 2023 Mar 31 11:26 AM - CHARLESTON - COMMON PLEAS - CASE#2016CP1006683



Office of the
Vice President for Academic Affairs
and Provost
Colcock Hall
179 Ashley Avenue
MSC 002
Charleston SC 29425-0020

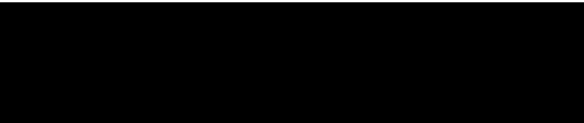
Tel 843 792 3031
Fax 843 792 5110
www.musc.edu

PERSONAL AND CONFIDENTIAL

**REVISION REFLECTING CORRECTED DEPARTURE
DATE OF MARCH 31, 2012 IN PARAGRAPH #1**

September 29, 2011

Jian-yun (John) Dong, M.D., Ph.D.



RE: Administrative Leave

Dear Dr. Dong:

After notification of your indictment by the United States Government, pursuant to MUSC policies Dean Etta Pisano notified you by letter on September 20, 2011 that you had been placed on administrative leave with pay. This administrative leave applies to all of your duties and responsibilities as a faculty member at MUSC and will continue until the charges against you are resolved, or until your agreed upon departure date of March 31, 2012 as stipulated in the May 3, 2010 Final Separation Agreement with Dean Reves.

In your Separation Agreement you relinquished use of your laboratory space at MUSC and the University agreed to relocate certain equipment to the GenPhar Building. Due to a change in ownership at GenPhar, we have been unable to relocate the equipment and it has remained in a secured space on campus. As you know, the area currently housing your laboratory equipment is scheduled for renovation beginning in October 2011. Therefore, Scott Reid in the Department of Biochemistry and Molecular Biology will coordinate an inventoried relocation of your lab equipment and freezers to a secure location. Any access to this material during the period of administrative leave can be coordinated through Scott Reid with the approval of the Associate Provost for Research.

We understand that you have received positive feedback regarding a pending grant application you submitted to the National Institutes of Health. While on administrative leave you cannot perform duties as a MUSC faculty member and according to your Separation Agreement any active federally funded research awards to MUSC would be relinquished to the funding agency upon your March 31, 2012 departure. Thus, it may be prudent to postpone accepting any grants or delaying the start date until you have made arrangements to start the grant at another institution.

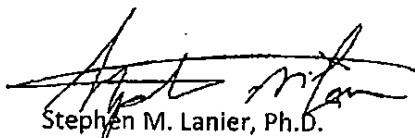
Dr. Dong
September 29, 2011
Page 2

Please contact Dr. Lanier if you have any questions.

Sincerely,



Mark S. Sothmann, Ph.D.
Vice President for Academic Affairs and Provost



Stephen M. Lanier, Ph.D.
Associate Provost for Research

MSS/jjs

Exhibit 2

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL
CIRCUIT

JIAN-YUN (JOHN) DONG, M.D., Ph.D.

Plaintiff,

vs. CASE NO. 2016-CP-10-06683

THE MEDICAL UNIVERSITY OF SOUTH CAROLINA,

Defendant.

DEPOSITION OF: JIAN-YUN (JOHN) DONG, M.D., Ph.D.

DATE: October 18, 2022

TIME: 10:00 a.m.

LOCATION: 171 Church Street
Charleston, SC

TAKEN BY: Counsel for the Defendant

REPORTED BY: Roxanne Easterwood, RPR

1 APPEARANCES OF COUNSEL: 2 3 PRO SE PLAINTIFF 4 JIAN-YUN (JOHN) DONG, M.D., Ph.D.: 5  6 7 ATTORNEYS FOR DEFENDANT 8 THE MEDICAL UNIVERSITY OF SOUTH 9 CAROLINA: 10 Cleveland & Conley, LLC 11 By: Bob Conley 12 171 Church Street, Suite 310 13 Charleston, SC 29401 14 bconley@clevelandlaborlaw.com 15 843-577-9626 16 17 (INDEX AT REAR OF TRANSCRIPT) 18 19 20 21 22 23 24 25	Page 2 1 and, maybe more importantly, the answers you give. 2 She can only do that if you and I do a few things 3 that I'll talk to you about that are meant to help 4 to do that, okay? 5 A. All right. 6 Q. The first one is if I ask you a 7 question today that you don't understand, don't 8 hesitate to ask me to -- say, Bob, Mr. Conley, can 9 you restate that? Can you ask it again? I'm not 10 sure I understand what you were saying. Okay? 11 A. All right. 12 Q. If you will do that, I'm happy to 13 rephrase the question, break it into small parts, 14 whatever I need to do so that I don't confuse you 15 with the question, because it's not meant to 16 confuse you. That doesn't do you or I any good to 17 confuse you, all right? 18 A. All right. 19 Q. So just make sure, if you don't 20 understand something -- and I know you will 21 anyway. I just tell people, don't be bashful 22 about saying I don't understand what you're asking 23 me, and I'll try to rephrase it, okay? 24 A. Okay. 25 Q. The second one is people, when they Page 4
1 PROCEEDINGS 2 * * * * * 3 JIAN-YUN (JOHN) DONG, M.D., Ph.D. 4 being first duly sworn, testified as follows: 5 EXAMINATION 6 BY MR. CONLEY: 7 Q. Good morning, Dr. Dong. 8 A. Good morning. 9 Q. Nice to see you today. You and I have 10 met on a number of occasions, so we're familiar 11 with each other. 12 A. Yes. 13 Q. Have you ever been deposed before? 14 Have you ever sat in a room with a lawyer and a 15 court reporter and had questions asked? 16 A. No. No. 17 Q. I'm going to go over a few things with 18 you that you need to know about about the process, 19 since you've never done it before. Most of these 20 things are really meant to help this lady at the 21 end of the table. 22 A. I understand. 23 Q. The reason is, Dr. Dong, is we want to 24 make sure, both you and I, that she is able to 25 make an accurate transcript of the questions I ask	Page 3 1 ask and answer questions, have a tendency 2 sometimes to speak over one another. Usually 3 that's because we all start to think with our 4 brains about our answer before someone is finished 5 asking the question. So what I generally tell 6 witnesses is if you can agree to let me ask my 7 entire question before you begin to speak with an 8 answer, I will, likewise, agree I'm not going to 9 ask you another question until I'm sure you're 10 done with your answer. 11 It becomes very hard for her, if you 12 and I start to talk over one another, to get an 13 accurate record. So if from time to time I might 14 ask you, Hey, wait, let me finish asking my 15 question, I'm not doing that to be rude. It just 16 means you have done what we all tend to do, and 17 that is sometimes start to give an answer before 18 somebody is finished asking a question; is that 19 fair enough? 20 A. That's fair. 21 Q. The other item is, is that -- I don't 22 have a tendency to do this. I think, if anything, 23 I probably speak too slow, not too fast. But it 24 is important that you do talk at a sort of a 25 measured pace. Again, for the convenience of the Page 5

Page 6 1 court reporter, to make sure she gets your answers 2 correctly. It's generally helpful, too, if, you 3 know, you're in a good posture. Right now she can 4 sort of see your face. That's fine. That helps 5 her make sure she's getting correct testimony on 6 the record as well. If we can do all of those 7 things, that will really help do this efficiently; 8 is that fair enough? 9 A. All right. 10 Q. If you have any questions as we go 11 along today, don't hesitate to ask them. Meaning, 12 you're a pro se party; you have never been through 13 a deposition in this posture before, so if you 14 have a question, you're free to ask me a question 15 at any point. 16 A. All right. 17 Q. Whether I can answer it or not, I'd 18 have to know what the question is, but if you do 19 have a question, just ask. The process isn't 20 designed or meant to confuse you. It's solely a 21 discovery tool so that I can get your testimony 22 about your claims in this case, all right? 23 A. All right. 24 Q. A couple other items. One, I 25 generally take a break every hour because I get	Page 8 1 ask you now -- I generally save this to the end of 2 the deposition to ask the witness, but I'll go 3 ahead and do this with you now because I think 4 it's more efficient to do it this way. 5 You, as the witness in the case, have 6 the option to do under the rules what's called 7 "reading and signing your deposition transcript." 8 A. Right. 9 Q. In its most simplistic terms, what 10 that means is after the deposition is concluded 11 today and the court reporter prepares a transcript 12 of it, you can elect to tell the court reporter "I 13 want to read and sign my transcript." If you do 14 that, what she will do is once it's prepared, she 15 will email it or mail it to you -- you can work 16 out with her how you want to get it -- and she 17 will provide you with a copy of it. At that point 18 in time you have 30 days to review it under the 19 rules, okay? 20 A. All right. 21 Q. I presume you probably want to read 22 and sign your transcript; is that right? 23 A. Yes, I do. 24 Q. So that's good. Once the transcript 25 is prepared, the court reporter will take care of
Page 7 1 tired of asking questions, and I presume the 2 witness is probably, likewise, tired of answering 3 my questions. So I try to take a ten-minute break 4 or so every hour. However, with that said, you're 5 welcome to take a break at any time. You can look 6 at me at any moment and say, You know, can I take 7 ten minutes? That's fine, we'll take ten minutes. 8 The only thing I would ask is that if I have a 9 question I have asked you, that you go ahead and 10 finish answering before we take the break. 11 Otherwise, you can take a break whenever you want, 12 all right? 13 A. All right. 14 Q. One of the things you have to agree to 15 abide by, since you're the witness that's being 16 deposed, is until the deposition is over, you're 17 not allowed to speak to anybody about your 18 testimony. Meaning, you know, if we take a break, 19 you can't call somebody on the phone and talk to 20 them about your testimony. You can't text 21 somebody about your testimony until the deposition 22 is concluded. Obviously, once it's concluded, 23 talk to whoever you want about it, okay? 24 A. I understand. 25 Q. The other thing I want to go ahead and	Page 9 1 getting that to you, and you can look at the 2 rules. The rule lays out what your obligations 3 are once you receive it, okay? 4 A. All right. 5 Q. Any questions about any of those 6 things? 7 A. No. 8 Q. Any questions before we sort of get 9 started about sort of the general methodology of 10 doing this? 11 A. No. Just remind me to silence my 12 phone. 13 Q. Yes, I have to remember to do that as 14 well. 15 Can you give me your full name for the 16 record? 17 A. It's J-i-a-n - Y-u-n. I go by John. 18 Last name, Dong, D-o-n-g. 19 Q. Can you give us your current 20 residential address? 21 [REDACTED] 22 Q. I'm not looking for exact dates, 23 Dr. Dong, but approximately how long have you 24 lived at that address, generally? 25 A. [REDACTED].

Page 10

1 Q. Do you need to finish something on
2 your phone?
3 A. I'm trying to silence it.
4 Q. So you have lived at the [REDACTED]
5 address since [REDACTED]?
6 A. Yes.
7 Q. Just prior to your address on [REDACTED]
8 [REDACTED] where did you reside? What was your
9 residential address?
10 A. I lived there briefly -- well,
11 actually, let me give you the [REDACTED]
12 [REDACTED]
13 Q. I think it's [REDACTED].
14 A. Yes, exactly right, [REDACTED].
15 Q. That is the address you were residing
16 at before you started living on [REDACTED]?
17 A. Right. I also lived briefly in
18 [REDACTED]. I could not remember the address.
19 Q. [REDACTED] being [REDACTED]
20 [REDACTED]?
21 A. Right.
22 Q. Over in [REDACTED] on [REDACTED]?
23 A. Right.
24 Q. The address or the residence you lived
25 in in [REDACTED], did you live there alone, or did

Page 11

1 someone live there with you?
2 A. I lived there alone. I was divorced.
3 Q. What about the address you gave us up
4 in [REDACTED], did you live there with someone, or
5 did you live there alone?
6 A. I lived there alone.
7 Q. What about the address on [REDACTED]
8 [REDACTED], do you live there alone, or do you live
9 there with someone else?
10 A. I live with my wife, my second
11 marriage.
12 Q. Can you give us your current wife's
13 name?
14 A. It's officially P-e-n-g. Last name
15 Z-h-a-o. She goes by Allison Dong.
16 Q. I don't need exact dates, but about
17 how long have you and your current spouse been
18 married?
19 A. 2015 or '16 -- 2016.
20 Q. I think you mentioned just a minute
21 ago that this is your second marriage; is that
22 right?
23 A. Correct.
24 Q. Can you give me the name of your first
25 spouse?

Page 12

1 A. D-a-n-h-e-r. Last name W-a-n-g.
2 Q. Any other marriages, other than the
3 two you mentioned?
4 A. No.
5 Q. That reminds me of something else I
6 need to mention to you that I didn't. Sometimes
7 when you're answering questions, we have a
8 tendency to nod our head or something. The court
9 reporter, as you might imagine, can only take down
10 verbal responses.
11 A. I see.
12 Q. So try to remember to say yes or no
13 and not nod your head. And I will remind you if
14 you nod your head, is that a yes or no. I'm not
15 doing that to be rude. I just want to make sure
16 she gets your testimony correctly.
17 A. All right.
18 Q. Your first spouse, do you remember
19 what year you were divorced?
20 A. I have a problem with my memory of
21 dates.
22 Q. Just general.
23 A. I think it was -- dates and years,
24 because I suffer from memory suppression due to
25 when I grew up under the communist rule, and my

Page 13

1 parents was persecuted all their life.
2 Q. So do you remember what year you were
3 divorced?
4 A. Because it's bad events, I think. So
5 I don't know. If I remember, I think -- let me
6 guess. It's about 2012.
7 Q. Do you remember if that divorce was in
8 [REDACTED]?
9 A. Yes.
10 Q. Did you have a lawyer who represented
11 you in that divorce?
12 A. No.
13 Q. Do you know if your ex-spouse had a
14 lawyer?
15 A. She did.
16 Q. Do you remember who her lawyer was in
17 that divorce?
18 A. No.
19 Q. You have to say no.
20 A. No. But actually, I did have a
21 lawyer, but just for the -- not for the whole
22 process. It was -- I could not remember his name,
23 but it may come back.
24 Q. That's fine. It sounds to me like
25 your memory is you had a lawyer for part of the

Page 14

1 divorce process, but perhaps not all of it?
2 A. Just the -- right.
3 Q. And your recollection is you don't
4 recall your ex-spouse having a lawyer at any time
5 during the process?
6 A. She had lawyer for the entire file.
7 Q. She did?
8 A. Right.
9 Q. The entire time, but you just don't
10 remember that person's name?
11 A. No, because I was completely removed
12 from the process. So basically I agreed to
13 everything they asked for. Actually, I never met
14 her lawyer.
15 Q. Do you and your first wife have any
16 children?
17 A. Yes, we have a daughter.
18 Q. Can you give us her name?
19 A. Deanna, D-e-a-n-n-a, Dong.
20 Q. Any children by your second marriage?
21 A. No.
22 Q. Your ex-spouse, does she still live in
23 the greater [REDACTED] area? Do you know where
24 she lives?
25 A. She still lives in the [REDACTED]

Page 15

1 That's [REDACTED]
2 [REDACTED].
3 Q. Is that the house in [REDACTED]?
4 A. No.
5 Q. No, it's not?
6 A. No. It's at [REDACTED].
7 Q. You describe that as the [REDACTED]
8 Is that a residence where you lived at one time?
9 A. Yes.
10 Q. The address you gave at [REDACTED]
11 [REDACTED]?
12 A. Yes, during the marriage.
13 Q. We have to be careful about talking
14 over one another.
15 A. Sorry, about that.
16 Q. That's okay. You've given me a couple
17 of addresses: the [REDACTED] address, the [REDACTED]
18 address, the address in [REDACTED] that you don't
19 remember the exact address, and then you also gave
20 us a fourth address where you've resided, which is
21 the [REDACTED] address; is that right?
22 A. Right. Correct.
23 Q. Your ex-spouse, do you know if she's
24 employed anywhere? Do you know if she works?
25 A. She should be retired, too.

Page 16

1 Q. She what?
2 A. She should have been retired, too.
3 Q. But do you know if she works anywhere?
4 You can just tell me if she doesn't or if you
5 don't know.
6 A. I do not know for sure.
7 Q. Your daughter, does she live in [REDACTED]
8 [REDACTED]?
9 A. She is a surgeon in -- somewhere in
10 [REDACTED]. I don't remember the name of the
11 hospital or the area.
12 Q. Your current wife, does she work
13 anywhere? Is she employed?
14 A. No. She's retired, too.
15 Q. She's retired?
16 A. Right.
17 Q. What did she do before she retired?
18 A. She was a teacher in medical college
19 in Beijing.
20 Q. To your knowledge, has she ever held a
21 job here in the local area?
22 A. No.
23 Q. Dr. Dong, is she a U.S. citizen? Has
24 she been naturalized? What is her status?
25 A. She's permanent resident based on

Page 17

1 marriage.
2 Q. Other than your current wife and your
3 ex-wife, anybody else in South Carolina that
4 you're related to in any way?
5 A. No.
6 Q. No other family members?
7 A. No.
8 Q. At all?
9 A. No.
10 Q. Are you currently employed anywhere?
11 A. No. I'm retired.
12 Q. When you say retired, that can mean a
13 lot of different things to different people. What
14 does that mean when you tell me you're retired?
15 A. I reached the age of retirement.
16 Q. How old are you?
17 A. I'm 65, going on 66.
18 Q. When I hear someone say they're 65 and
19 they're retired, in my mind, I'm generally
20 thinking they're drawing Social Security. Are you
21 drawing Social Security at this point?
22 A. Yes.
23 Q. Are you receiving any other retirement
24 benefits other than Social Security? Meaning, do
25 you have any other retirement benefits that are

Page 18

1 providing you, like most retirees, with income on
2 a monthly basis?
3 A. I've been working at many universities
4 where I've been a professor and doctor my whole
5 life.
6 Q. That's what I'm trying to find out.
7 What other sources of retirement income do you
8 have? You told me Social Security. Do you
9 receive retirement income by way of your
10 employment at the Medical University of South
11 Carolina?
12 A. Yes, I do.
13 Q. So that's probably through the South
14 Carolina Public Employee Benefits --
15 A. Deferred.
16 Q. We can't talk over each other. You
17 have to let me finish.
18 A. Sorry.
19 Q. It's okay. But just wait.
20 I presume that retirement you receive
21 in respect to your work at MUSC, you receive that
22 by way of what's called the South Carolina Public
23 Employee Benefits Association. Do you receive a
24 retirement check each month?
25 A. No, I don't. Actually, I haven't

Page 19

1 activated it yet.
2 Q. So you're not receiving any retirement
3 benefits you accrued as a result of your work at
4 MUSC?
5 A. No.
6 Q. So where are you -- what other sources
7 of income do you have right now, other than your
8 Social Security that you receive each month?
9 A. I also rented out my house in [REDACTED]
10 [REDACTED].
11 Q. The house, is that the house at the
12 address that you told us about earlier?
13 A. Right. That's my house.
14 Q. When you say you rent it, does that
15 mean -- rent nowadays can mean a lot of things.
16 It may mean you rent it Airbnb, or you can rent it
17 permanently to somebody.
18 A. No. I rent it permanently to someone.
19 Q. Your sources of income right now are
20 your Social Security, whatever rent you receive on
21 the house on [REDACTED]. Any other sources of
22 income right now.
23 A. No.
24 Q. Do you receive any sources of income
25 from any other places where you've worked in the

Page 20

1 past?
2 A. I'm not clear how the system works,
3 because I believe all the work, the pensions that
4 I had at differing universities all follow me to
5 MUSC in the end. So I worked at UCSF before. I
6 worked in California. That has the best pension
7 system nationwide.
8 Q. To your knowledge, are you receiving
9 any kind of pension through -- from California
10 right now?
11 A. I think I'm not quite sure, because I
12 never take care of my financial before, and I
13 didn't follow up. I believe it was all
14 transferred, combined into MUSC.
15 Q. So sitting here this morning, the only
16 sources of income you can identify right now are
17 your rent income from your house on [REDACTED]
18 and your Social Security income?
19 A. That's correct.
20 Q. The house on [REDACTED], is that a
21 house you own outright, or is there a mortgage on
22 it? Do you know?
23 A. Actually, that's my wife's house.
24 Q. So you don't own the house at all?
25 A. No, I don't own that house.

Page 21

1 Q. Have you ever had an ownership
2 interest in that house on [REDACTED]?
3 A. No.
4 Q. Since your employment ended at MUSC,
5 have you applied for positions at any other
6 universities or colleges?
7 A. I did not actually actively look for,
8 but I did look at -- monitor employment
9 opportunities from number of universities out of
10 science journal. The reason is I have no way
11 because I have no academic -- no more academic
12 background. I do not have academic research
13 anymore, because all my material was taken away.
14 All my research material was taken away. I have
15 no equipment.
16 Unless you start from over again, from
17 my position, if you don't have facility, research
18 materials and research -- active research projects
19 going, you do -- you are not hireable, unless I
20 want to be janitor.
21 So actually, being full professor like
22 what I did at MUSC, they recruited me from UCSF, a
23 much prestigious university. That actually was
24 done great move on my side, but I could, because I
25 have active research project and a lab full of

Page 22

1 technician, post-docs, and trainees, and I have my
2 research funding. And that's -- all the equipment
3 was transferred with me. So I have means to
4 conduct academic research. When all of those was
5 taken away from me, I have no means to conduct
6 academic research, and I have no way to apply a
7 position lab work.
8 Q. So the answer would be no, since your
9 employment with MUSC ended, you could not --
10 A. I could not.
11 Q. You have to let me finish with the
12 question. I promise you I will sit here and let
13 you give your full answer before I ask another
14 question. But for the court reporter's benefit,
15 you have to let me ask my question before you give
16 an answer.
17 So the answer would be you have not
18 applied for any other academic positions since
19 your employment at MUSC ended?
20 MR. DONG: Objection.
21 Can I give my answer instead of you
22 give me the answer and let me say yes or no?
23 MR. CONLEY: You can say whatever you
24 want, Dr. Dong.
25 THE WITNESS: I could not because of

Page 23

1 reason I stated above.
2 BY MR. CONLEY:
3 Q. Because you could not, does that mean
4 you have not?
5 A. I could not. That means I could not.
6 Q. Setting aside academic positions, have
7 you applied for any positions in private industry
8 since your employment at MUSC ended?
9 A. I'm not employable for private
10 industries because I have no, so, industrial
11 background experience.
12 Q. Can you identify any jobs you have
13 applied for anywhere with any type of employer
14 since your employment with MUSC ended?
15 A. The only option for me was to find
16 academic background, as I said. As I say, because
17 of those limitations, I could not apply for
18 academic background, academic professorship. I'm
19 not applying for trainee. I'm not applying for
20 start or technician. So I could not do anything I
21 want to do.
22 If you take away a surgeon's
23 equipment, ability to perform operation, you ask
24 the surgeon have you applied for any other jobs,
25 the answer will be, obviously, no, you cannot.

Page 24

1 Q. I'm going to ask you about --
2 generally, about the eleven people you have asked
3 to depose in the case. Mark Sothmann, can you
4 tell me just generally? I'm looking for a rough
5 idea so I have some knowledge of what connection
6 Mr. or Dr. Sothmann has to your claims against
7 MUSC in the case.
8 A. Basically there's no connection. MUSC
9 limited my discovery only to Mark Sothmann, and I
10 think he was interim provost or whatever for brief
11 period of time. He was not involved before or
12 after the real events, what happening -- what
13 happened. He was not involved.
14 I never met him before. I don't
15 remember. He was not -- I did not remember -- I
16 do not remember. He might be copied on some
17 emails. I do not remember actually seeking him
18 out for the problems I had at MUSC.
19 Q. Do you remember having any meetings
20 with Mr. Sothmann or him being involved in any
21 meetings before you signed the agreement --
22 A. No.
23 Q. -- with MUSC?
24 A. No.
25 Q. Do you ever remember meeting with him

Page 25

1 after you signed the agreement in regard to
2 anything related to it?
3 A. No.
4 Q. Beth Gladden, can you give me a
5 general idea of what it is you believe she knows
6 about your claims in the case?
7 A. She should have known everything
8 because she's the business administrator for
9 Dr. James Norris, who was the chairman at the
10 time, and she basically included James Norris on
11 everything they done to me. I don't know if she's
12 honest or not, if she can tell the truth, or
13 whether she will be a material witness.
14 Q. Do you recall ever having any
15 conversations with Ms. Gladden in regard to the
16 agreement that you entered into with MUSC?
17 A. No. She wasn't at that level.
18 Q. Do you remember her ever being
19 involved in any meetings or conversations leading
20 up to you entering into that agreement with MUSC?
21 A. She was involved, deeply involved, in
22 the events taking away my research material,
23 spending my money by Dr. James Norris. And
24 actually, she was there when I was blocked from
25 entering my laboratory, and she was claiming --

Page 26 1 she was claiming there was a criminal 2 investigation because somebody stole my genetic 3 material. 4 That was the excuse at the time to 5 block me entering my lab, tell me there was an 6 auditing ongoing. So, therefore, I could not 7 enter my lab. That's the first event I find that, 8 really, Dr. Norris basically just stop from 9 hiding, basically wanted to take away my genetic 10 material, my money and equipment for his own use. 11 Q. Thank you for telling me that. Do you 12 remember Ms. Gladden ever being involved in 13 discussions about the written agreement that you 14 signed with MUSC? 15 A. No, she wasn't. 16 Q. That's all I'm asking. You don't 17 remember her being involved in that agreement? 18 A. No, I do not. But she is behind all 19 the events that's transpired to the agreement 20 which compromised between the administration and 21 me regarding to -- to prevent me from actually 22 reporting to what James Norris did. 23 What he did was he -- actually what 24 I've been accused of and charged with, because he 25 misusing contract grant fund of another person for Page 27 1 his own use. That can trigger the auditing in all 2 of the MUSC grants, as well as disqualify MUSC 3 from applying for federal grants if that's 4 actually be proven. 5 That's why I have intention not to 6 harm MUSC, not to harm all my colleagues. So 7 that's a compromise position to reach the 8 agreement so I can get my research material and 9 lab equipment back quickly, because I have a 10 career to follow, instead of fighting with MUSC at 11 the time and also causing severe damage to MUSC. 12 Q. What about Michael G. Schmidt? He's 13 someone you indicated you wanted to take his 14 deposition. What does he know, or what is it you 15 believe he knows that has some connection to your 16 claims in this lawsuit? 17 A. Of course, he knows the actual events. 18 At least he knows some of the actual events. He 19 was vice president -- no, no -- vice chairman of 20 the department, and I believe he let James Norris 21 did what he did, but he wasn't helping me in any 22 way. But he knows a lot of details. 23 Also, he was on the biosafety 24 committee and being used against me to auditing me 25 for biosafety violations. So I was put through	Page 28 1 many, many of the biosafety committee auditing 2 examination and filing reports, and in the end I 3 did not violate anything. 4 Q. Was Dr. Schmidt involved, to your 5 recollection, in any way in the agreement that you 6 reached -- entered into with MUSC? 7 A. It's not agreement per se, but it was 8 the old events transpired the agreement. The 9 agreement is, retrospect, is in bad faith, just 10 try me get off MUSC. So that's why the 11 agreement -- actually, the discussion and 12 background of the agreement was way beyond the 13 agreement, which at the time I was just 14 desperately trying to get my research projects 15 going, because in my career if you stop doing 16 research, and your career will be severely 17 damaged. 18 Q. Do you recall ever having any 19 discussions with Dr. Schmidt about that written 20 agreement? 21 A. No. 22 Q. Dr. Stephen -- Stephen, with a P-h, 23 Tomlinson, he was someone else. You indicated you 24 wanted to take Dr. Tomlinson's deposition. Can 25 you tell me why it is you want to take Page 29 1 Dr. Tomlinson's deposition, including what it is 2 you think he knows that relates to your lawsuit? 3 A. He knows -- well, he was one of the 4 collaborators of mine. He definitely knows the 5 event and also all the activities transpired to 6 the agreement. 7 Q. Do you recall ever having any 8 conversations with Dr. Tomlinson about the actual 9 written agreement you entered into with MUSC? 10 A. No. He doesn't have the -- any part 11 in the written agreement, but it was -- he have 12 significant knowledge of the events that have 13 transpired to the agreement, and also he was one 14 of my scientific collaborators when I was the 15 professor at the department, and he was actually 16 -- I was on his recruitment committee when I was 17 at the department. 18 And his career was not impacted, 19 because I do not believe Dr. Norris was interested 20 in his research. And he also very experienced. 21 He will protect his money from being abused by Dr. 22 James Norris. 23 Q. What about Christina Voelkel-Johnson, 24 Dr. Voelkel-Johnson? Can you give me some idea of 25 what it is you believe she may know that pertains
---	---

Page 30

1 to your lawsuit, Dr. Dong?
2 A. Also involved in the activities, and
3 she used to be a trainee of Dr. James Norris.
4 Actually, Dr. James Norris take my material and
5 giving to one of the person in his laboratory,
6 Christy or Christina, sorry, and she will get the
7 benefit of obtaining my material, conducting her
8 research, advance her career while -- without
9 giving me credit.
10 So she was the one in a way indirectly
11 benefitted from Dr. James Norris taking my genetic
12 material and research resources and for her to
13 advance her career, which will be under James
14 Norris. So when she had publication, James Norris
15 will be the correspondent author, who will be the
16 ultimate person in charge on the research projects
17 and obtain federal funding based on those
18 research.
19 And she was one of them took my
20 research material and my research projects for her
21 benefit as the beneficiary or recipient of
22 Dr. Norris illegally and immorally taking my
23 genetic material and lab research, as well as
24 equipment for his own use.
25 Q. Do you know of any involvement that

Page 31

1 Dr. Johnson directly had in the agreement that you
2 entered into with at MUSC?
3 A. This is not only agreement. This is
4 the event taking my genetic material and research
5 projects and research funding from me and research
6 equipment from me and block my research advantage,
7 block my career in order to advance James Norris's
8 career, funding. So that's -- actually, the
9 agreement is one small part of the equation.
10 Q. I understand that's your position.
11 I'm just asking if Dr. Johnson, to your knowledge,
12 had any involvement in the written agreement.
13 That's all I'm asking.
14 A. She does not.
15 Q. You also indicated you wanted to
16 depose Lisa Saladin. That's S-a-l-a-d-i-n. Can
17 you give me a general idea of what you believe
18 Dr. Saladin may know about your lawsuit and the
19 claims you make?
20 A. She's current provost, if I'm correct,
21 and she will have to -- I assume, because I never
22 met her before -- assume she will know the general
23 policy of MUSC.
24 The administration policy of MUSC, the
25 faculty handbooks was governed -- governed the

Page 32

1 relationship between the Medical University and
2 all of the faculty members. And she will also
3 have knowledge, direct knowledge, of how a
4 tenureship worked at MUSC.
5 Q. Have you ever met Dr. Saladin?
6 A. No, I have not.
7 Q. I don't believe she was the provost
8 when your time at MUSC ended; is that right? She
9 wasn't the provost then, was she?
10 A. No, she wasn't. She is now. The
11 provost at the time was John Raymond.
12 Q. To your knowledge, did Dr. Saladin
13 have any involvement in the written agreement you
14 reached with MUSC?
15 A. She represented MUSC, now. She
16 actually should be able to testify about the --
17 how the -- as I said, how the MUSC system works as
18 a continuous process between a faculty member and
19 MUSC.
20 Q. Do you recall ever having any
21 communications with Dr. Saladin prior to entering
22 into the --
23 A. No.
24 Q. -- agreement with MUSC?
25 A. No.

Page 33

1 Q. You have to let me finish my question,
2 Dr. Dong.
3 A. All right.
4 Q. David J Cole, current president at
5 MUSC, can you give me some idea of why you
6 identified Dr. Cole as someone who you want to
7 depose?
8 A. He was one of my close collaborator on
9 assignment of projects, and we have joined the
10 research projects. I also trained his graduate
11 student as post-doc fellows, and he intimately
12 knows my -- the value of my research and, in
13 general, how research and medical practice was
14 conducted as a professor, as a faculty member, and
15 he has certain knowledge of the importance of the
16 biomedical research materials and projects taken
17 away from me.
18 And so actually, he was one of my
19 close -- closest collaborators and one of the
20 close collaborators at MUSC, and so he will be
21 able to shed some lights on how the events
22 transpired.
23 Q. To my knowledge, Dr. Cole was not the
24 president of MUSC when your time there ended; is
25 that right?

Page 34

1 A. No. I wasn't depose him as a
2 president. I would depose him as one of my
3 colleagues, close -- had a close relationship with
4 me during my research, during my tenure at MUSC
5 and all of the research events and the importance
6 of my materials and was taken away from me by
7 Dr. James Norris.
8 Q. Dr. Jerry Reves, can you tell me why
9 he's someone that you had -- or you want to depose
10 in the case and what he may know about your
11 lawsuit?
12 A. Actually, he was the one single person
13 negotiated with me on the so-called compromised
14 position, and he made a lot of -- sorry, I
15 probably used she. He.
16 Q. It's okay.
17 A. He promised me a lot, but it was not
18 in the final agreement. And he was the one tends
19 to be, for lack of better way, the good one, good
20 person, wearing the white hat during the
21 negotiation.
22 Q. I think what you just said to me is
23 your impression was he was playing what we might
24 call "the good guy" during his negotiation with
25 you?

Page 35

1 A. Yes. Basically he was explaining to
2 me this is just provide a mechanism to hold down
3 so I can continue my research at different
4 location, one I -- if I can prove I can do good
5 research, especially get funding to MUSC -- get
6 more funding to MUSC, and MUSC will bring me back.
7 And also he promised me to continue my
8 research, as well as teaching graduate students,
9 training post-docs fellows, do all the academics
10 research as I have done before.
11 Q. You also indicated you wanted to take
12 the deposition of somebody by the name of Scott
13 "Reid or "Reids."
14 A. Scott Reids (sic).
15 Q. Can you tell me, in general, what -- I
16 don't know if it's Mr. or Dr. Reid may know about
17 your claims in the lawsuit?
18 A. He was in charge to implement the
19 material transfer. He was the business manager,
20 the counterpart of Beth Gladden, but he was in the
21 department of biochemistry and more like biology.
22 He was under Dr. Yusuf Hannun, which is my second
23 appointment.
24 But one of the piece of equipment
25 missing, not on the list, he was the go-to person

Page 36

1 to find out if that piece of equipment exists,
2 where it was located, and he was given -- on the
3 paper, he was given the authority to oversee the
4 smooth transfer my laboratory documents, my
5 genetic material, my lab equipment, and doing all
6 the administrative matters during my research,
7 so-called, off campus.
8 Q. Dr. Steven Lanier, he's also someone
9 who you indicated you wanted to take Dr. Lanier's
10 deposition. Can you, like you've been good enough
11 to do with the other witnesses, give me a general
12 idea of what you believe Dr. Lanier may know about
13 the claims in your lawsuit?
14 A. Dr. Lanier was the, ultimately,
15 responsible person, because he was close friend of
16 Dr. James Norris while he was the chairman -- no,
17 he was not the chairman. He was a faculty of
18 department of biochemistry while he was competing
19 for the chairmanship of biochemistry, which
20 eventually given to Yusuf Hannun, and he left
21 university, moved to --
22 Q. Wayne State maybe?
23 A. No. He was -- at that time he left
24 for Tulane or university somewhere Louisiana, and
25 he was recruited back when Dr. John Raymond left

Page 37

1 or somewhere about and become the executive vice
2 president for research. Maybe he had other title,
3 but he was ultimately in charge of the research
4 activities at the MUSC, and he backed up for
5 Dr. James Norris.
6 He was the one, as vice president,
7 block me from entering my laboratory. He was the
8 one actually take away from my research
9 laboratory, my office using his authority as the
10 vice president of the university, and he was the
11 one I reported to administration what Dr. Norris
12 was doing to me, as well other problems Dr. Norris
13 may have in terms of misusing grant money of other
14 people, and he was appointed to be the person in
15 charge.
16 And I'll skip that. I don't want to
17 give that. He was the one ultimately tricked me
18 into the agreement and eventually breached the
19 agreement and benefitted, actually, for MUSC, as
20 well as for James Norris, to take my research
21 projects, technologies, and research documents and
22 lab equipment.
23 Q. Dr. Dong, in the lead-up to you
24 entering into the written agreement with MUSC, did
25 you have a lawyer representing you?

Page 38	Page 40
1 A. No, I did not. 2 Q. You did not? 3 A. No. I understand there was a sentence 4 slipped into the agreement before I signed it, but 5 at the time I was more anxious to -- I believed 6 Dr. -- Dean Reves or -- because I have tendency to 7 believe every -- my colleagues, because they are 8 doctors, they are all highly ethical 9 professions -- professionals, with the exception 10 of James Norris and Steven Lanier. 11 I can't remember if I also noticed Dr. 12 Rosen. 13 Q. Can you spell the last name? I'm not 14 sure I caught that. 15 A. Rosen, R-o-s-e-n. Ken Rosen. 16 Q. Dr. Rosen? 17 A. Right. He is the director of FRD, 18 Foundation For Research and Development, of MUSC. 19 Q. What is it Dr. Rosen knows about your 20 lawsuit or the claims you made? 21 A. He was involved actually, as well as 22 Dr. John Raymond, involved in setting up the 23 company, GenPhar, with New York investors, and he 24 was also involved -- played a part recruiting me 25 from UCSF to specifically help MUSC to develop	1 was involved in my complaint and also tried to 2 follow the process before he actually transferred 3 to become the president or vice president of 4 another university. 5 Q. Do you have any recollection of 6 Dr. Raymond being involved with the written 7 agreement you entered into in this -- 8 A. He was not. 9 Q. You have to let me finish. 10 Do you have any recollection of 11 Dr. Raymond being involved in the written 12 agreement that you entered with MUSC? 13 A. He was not directly involved in the 14 written agreement. Only person directly involved 15 in written agreement was Joe Goodman, was the 16 general counsel of MUSC, and Dean Reves and Steven 17 Lanier, but Steven Lanier is kind of in the shadow 18 because he knows he was -- he is the one that was 19 the dirty work. 20 Q. You mentioned the name at the hearing 21 two weeks ago of Samyon Rubinchick. Samyon is 22 S-a-m-y-o-n, and Rubinchick is 23 R-u-b-i-n-c-h-i-c-k. 24 Can you tell me what Dr. Rubinchick 25 knows or you believe he knows about the claims
Page 39	Page 41
1 biotech industries for MUSC under the mandate of 2 State of South Carolina. 3 So he will know how the interplay 4 works between the company which lend me the lab 5 space and also the -- how I actually got involved 6 with the biotech company on behalf of MUSC. 7 Q. Is Rosen R-o-s-e-n? 8 A. R-o-s-e-n, or I think R-o-s-o-n. But 9 he was director FRD for a long time, and anybody 10 will know his... 11 Q. There are some other people you listed 12 in responses to our interrogatories. I want to 13 ask you about a few of these people. You listed 14 Dr. John Raymond -- 15 A. He was the provost, sorry. 16 Q. That's all right. So Dr. Raymond was 17 the provost at the time you entered into the 18 agreement -- the signed agreement? 19 A. That's where the -- because that's my 20 report to administration started that -- when John 21 was the provost, and -- but I had a good 22 collaboration relationship with Dr. Raymond. But 23 once I started the complaint, that potentially can 24 cause serious problem for MUSC, and so he -- and 25 we did not have any communications, but I think he	1 you're making? 2 A. He knows all of the actual events. He 3 was the assistant professor, work under me in my 4 laboratory. But because Dr. Norris hold the 5 bacon, in a way, to promote him any further, so he 6 was basically using Dr. Rubinchick to do his work 7 while Dr. Rubinchick was on my payroll and 8 using -- have access to all my research materials. 9 And also the words that Dr. Norris 10 once said, "I like this because I can take money 11 out of one pocket, put into the other; I got all 12 the work done." 13 Guess who was the one being taken 14 advantage of? That was me. 15 So actually, Dr. Rubinchick did all, 16 everything, including doing the auditing, transfer 17 my genetic material, and he was involved at the 18 time. 19 Q. Do you know if Dr. Rubinchick had any 20 involvement in the agreement you reached with 21 MUSC, the written agreement? 22 A. He does not have the agreement. The 23 agreement only small part of it. It's not the 24 whole thing. The agreement covers a lot, which is 25 because that's the compromise for what Dr. Norris

Page 42 1 did to me so I can start my research at a 2 different -- continue my research at a different 3 location, while the breach of the agreement 4 completely stop me from conducting my research, 5 stopped my career cold because I have no genetic 6 material, no research equipment, no personnel and 7 no documents. 8 Because research is not done by one 9 person. It's all of the lab notes and everything, 10 everything done by the people working for you. So 11 I will not enter lab notes. So without lab notes 12 I will not know what happen, and I will not know 13 how to repeat some of the experiments. So I'm the 14 scientific engineer in a way, but I do not do the 15 construction. I do not do the work. 16 Q. To go back to my question: Do you 17 know of any involvement Dr. Rubinchick had in the 18 written agreement? That's all I'm asking. 19 A. That's -- the answer is no. 20 Q. What about Dr. Brian Hole, H-o-l-e? 21 You listed him. Can you tell me who Dr. Hole is 22 and what you believe he may know about your claims 23 in this lawsuit? 24 A. He does not. He's one of the graduate 25 students sent to my lab by Dr. Norris as a Page 43 1 condition for my promotion, and basically that -- 2 so legitimize he using my research material to 3 Dr. Hole's research project, graduation project, 4 which become Dr. Norris project. So that's the 5 setup. 6 Q. You have a Dr. Kenneth Roozen, 7 R-o-o-z-e-n. Who is that? 8 A. I think that's what I'm saying. 9 Q. That must have been the "Rosen" or 10 "Roson" we were talking about earlier? 11 A. Roozen. 12 Q. I don't know how you spell it either, 13 but we know who we're taking about. 14 Then you have Mr. Chip Hood listed in 15 your interrogatories, too. Can you tell me what 16 Mr. Hood knows about your claims in this lawsuit? 17 A. He was the director of our FRD 18 following Dr. Roozen left. He has intimate 19 knowledge of my research project and technologies, 20 and he was trying to ask me to file patent 21 disclosures so he will know the value of the 22 technologies and the importance of the technology 23 I had that was being taken by Dr. Norris. 24 Q. Do you know if Mr. Hood was involved 25 at all in the written agreement that you entered	Page 44 1 into with MUSC? 2 A. No. 3 Q. You also listed a Dr. Jennifer 4 Schepps, S-c-h-e-p-p-s. 5 A. Yes. 6 Q. Do you know what she may know about 7 your lawsuit and the claims in it? 8 A. She does not know lawsuit, but she was 9 my graduate student. She will know what events 10 transpired before the agreement was signed, why 11 actually I signed the agreement, and what's the 12 agreement for. 13 Q. I'm not going to be able to pronounce 14 this last name. I'll do the best I can. Dr. 15 Woraratanadharm? 16 A. Woraratanadharm. 17 Q. It's spelled 18 W-o-r-a-r-a-t-a-n-a-d-h-a-r-m. Do you know who 19 I'm speaking about? 20 A. She involved with -- 21 Q. Can you tell me what you believe she 22 may know about the claims in the lawsuit, 23 Dr. Dong? 24 A. She was also one of my graduate 25 students. So she knew what I went through. Page 45 1 Q. You also listed a Dr. Stephanie 2 Smith-Johnson. Do you know, or can you tell me 3 what you believe she knows about your lawsuit and 4 the claims in it? 5 A. Stephanie. 6 Q. It says "Stephanie Smith-Johnson." 7 A. I think that's a misspelling. I think 8 that's Christy Johnson. 9 Q. The same person we talked about 10 earlier? 11 A. Yes. 12 Q. Very good. 13 A. Sorry. 14 Q. That's fine. Dr. Steve London is 15 someone you listed in your interrogatories. Can 16 you tell me, in general, what it is you believe 17 that Dr. London may know about the claims in your 18 lawsuit? 19 A. He was one of my colleagues. He 20 actually had a dispute with Dr. Norris on the same 21 or similar issues, and, basically, I think the 22 university covered it up and promoted him to, I 23 think, even the vice president. So put him away 24 from the department. 25 I think for the same issue that what
---	--

Page 46 1 James Norris did, could have a major impact on the 2 overall funding of MUSC, but I wasn't ready to be 3 a whistleblower. I wasn't going to do anything to 4 harm the university or harm any of my colleagues, 5 opposite from what they did to me. 6 Q. Did Dr. London, to your knowledge, 7 have any involvement with the written agreement 8 you entered into with MUSC? 9 A. No. No. 10 Q. Looks like the last person I have here 11 is a Dr. Lucile "Landon," L-u-c-i-l-e, 12 "L-a-n-d-o-n." 13 A. That's the husband, sorry. 14 Q. Can you tell me, in general, what 15 Dr. Landon may know about your lawsuit and the 16 claims in it? 17 A. Lucile, actually, is Dr. London's 18 wife, and she also -- I think she went to 19 professor. 20 Q. So this should be Lucile London, not 21 Landon? 22 A. Right. Same person. 23 Q. So that's Dr. Steve London's spouse? 24 A. Wife, right. 25 Q. Tell me what you believe she may know	Page 47 1 about your lawsuit and the claims in it. 2 A. She actually work next door with me in 3 the laboratory position, and actually, she -- 4 Dr. Norris actually tried to start some dispute 5 over equipment, over sharing facilities between me 6 and Dr. Lucile London and to distract me from 7 actually reporting what he did. 8 So Dr. London will have knowledge what 9 transpired during the process, what the problem 10 had with Dr. James Norris, which he eventually 11 transpired to or lead to me to signing the 12 agreement. 13 Q. Was Dr. Norris directly involved, to 14 your knowledge, in the written agreement that you 15 entered into with MUSC? 16 A. He didn't actually -- he cannot sign 17 agreement with me because he is the target of my 18 complaint, and I think he was taken off the 19 picture, but he worked closely with Steve London 20 -- Steve Lanier. Actually, the two conspired to 21 took my material, research material, equipment, 22 everything for his own use. 23 And Dr. Steve Lanier actually came to 24 GenPhar, talk to me, wanted me to give him 25 something. I did not know what. I thought what	Page 48 1 he meant was on behalf MUSC, but now I think back, 2 that may not be true. 3 Q. Did you and Dr. Norris ever have any 4 conversations about the written agreement you 5 entered into at MUSC? 6 A. He was the target. He was the 7 transpirer(sic). That's how the -- that agreement 8 was reached. 9 Q. I understand that. My question was 10 did you ever have any conversations with 11 Dr. Norris about the written agreement? 12 A. I have all the conversations regarding 13 to the problems I had, and that was transpired to 14 the agreement. So how -- he was the -- intimately 15 involved with the agreement was about. 16 That's actually -- he probably set up 17 the -- he would be the one provide the list of 18 equipment, and there is many pieces missing from 19 the list. And also actually, he took some of the 20 equipment and my contract, but -- and over -- so 21 for center grant, and he considered that was his. 22 Yet he wasn't signing any part of it. 23 He was intimately involved, because 24 Dr. Reeves doesn't know anything directly. He was 25 just the representative MUSC to do the -- also was	Page 49 1 the dean of medical school. So he was the one 2 actually presented as white hats, being good 3 person, and try to calm down the situation and so 4 I can quickly continue my research instead of go 5 through the process at the time which will be -- 6 end up with serious damage to my career. 7 Because research is a competition, 8 that 100-meter dash. If you stop in the middle 9 working on the logistics, you will -- for sure 10 will be losing. 11 Q. You also listed -- the last person is 12 Joe Good. Obviously, I know Mr. Good. He was the 13 former in-house counsel at MUSC. 14 Did you have conversations with 15 Mr. Good about the written agreement before it was 16 entered into? 17 A. I do not have direct conversation, but 18 I had some emails copying him. I believe he was 19 the one drafted the agreement, and he also had a 20 close communication with James Norris. So there 21 are a lot of things sort of sneaked into the 22 agreement before I sign it, and that is -- all the 23 legal languages, that is all from Dr. Joe Good -- 24 Mr. Good. 25 Q. But you understand what I'm asking?
--	---	---	--

Page 50

1 Have you had any direct conversations with
2 Mr. Good? Did you --
3 A. I -- I did not. I did not have direct
4 conversation with him.
5 Q. Thank you.
6 A. I don't remember. I might, but I
7 don't remember.
8 MR. CONLEY: This is a good place to
9 take ten minutes and get some more coffee.
10 (A recess was taken.)
11 MR. CONLEY: Back on the record.
12 (Exhibit 1, Civil Action, Dong v. MUSC,
13 marked for identification.)
14 BY MR. CONLEY:
15 Q. Dr. Dong, I'm going to hand you what I
16 have marked as Exhibit 1 to your deposition. And
17 I'll just represent to you that is the lawsuit
18 that you filed, including the two exhibits that
19 were attached to the last. You can take a minute
20 to look at it, though, before we talk about it at
21 all.
22 A. Yes.
23 Q. Just keep it in front of you.
24 Dr. Dong, I asked you earlier if you
25 were represented by a lawyer before you signed the

Page 51

1 written agreement with MUSC, and you indicated, I
2 think, that you did not have a lawyer; is that
3 right?
4 A. Correct.
5 Q. Obviously, at the time you filed the
6 lawsuit initially in 2014, you did have a lawyer,
7 which was Mr. Holmes, directly down below us?
8 A. Yes.
9 Q. Do you remember when in that time span
10 you actually hired Mr. Holmes to represent you? I
11 mean, obviously, it was sometime before
12 September 2, 2014, when the lawsuit was filed. Do
13 you remember if it was days before the lawsuit was
14 filed, months before it was filed, that you hired
15 Allen?
16 A. It was almost a year or maybe even
17 more than a year.
18 Q. Meaning you think it might have been a
19 year or more before you filed the lawsuit that you
20 retained Mr. Holmes's law firm?
21 A. Correct.
22 Q. Nonetheless, Mr. Holmes did not
23 represent you at the time you entered into that
24 written agreement with MUSC?
25 A. That's correct.

Page 52

1 Q. Before you signed that written
2 agreement with MUSC that we'll talk about in a
3 minute, did you take it to a lawyer to review with
4 you and discuss at all?
5 A. No. I was being a good faculty
6 member. I didn't want to cause any problems for
7 MUSC, also any of my colleagues. I was going to
8 resolve the problem so I can -- I have a career to
9 take care of at the time. So I wasn't interested
10 in getting in a dispute with my employer, with the
11 university.
12 Q. After you entered into the written
13 agreement with MUSC, was Mr. Holmes the first
14 lawyer you took the agreement to?
15 A. Yes.
16 Q. In other words, other than Mr. Holmes,
17 you never took it to any other attorney to review
18 or discuss with you after you signed it?
19 A. Right. I do not -- I could not
20 remember how I ended up with Mr. Holmes. I think
21 maybe at the suggestion of Mr. Joe Good. I think
22 that the delay was -- I should probably not have
23 read it at the time (sic), and Mr. Joe Good was
24 leaving, and Holmes actually put his hat into the
25 ring for potential general counsel for MUSC. So

Page 53

1 he did not tell me at the time, but he keep
2 delaying, delaying, delaying it until he knew he
3 was out of the competition, and then he filed the
4 lawsuit for me.
5 Q. Can you turn to Exhibit 1 that's a
6 part of Defendant's Exhibit 1? Just turn back to
7 it and go to Exhibit 1.
8 A. Oh, Exhibit 1?
9 Q. Yes. You just went by it, Dr. Dong.
10 A. Oh, here?
11 Q. Yes.
12 A. I have early stage of cataracts, so I
13 have my glasses, but I have hard time to read it.
14 Q. That's fine. You take your time.
15 Defendant's Exhibit 1 contains Exhibit 1 that
16 we're looking at right now. That is a five-page
17 document that's entitled "Final Separation
18 Agreement between the Medical University of South
19 Carolina, including its College of Medicine, and
20 Dr." -- I'll just say -- "Dr. Dong, professor of
21 microbiology and immunology," correct?
22 A. Correct. That's my first appointment.
23 Q. If you look back on the fifth page of
24 that document, Dr. Dong, there is a signature line
25 with your name below it and then a signature above

Page 54 1 it. Is that your signature? 2 A. Yes. 3 Q. Do you recall if May 3rd, 2010, is the 4 date you signed it? 5 A. I can't recall, but this is -- 6 clearly, that's the date, 2010, yes. 7 Q. The rest of my questioning, to make it 8 simple for the record, I'm going to refer to this 9 five-page document as the agreement, all right? 10 A. Okay. 11 Q. So if I reference the agreement, I'm 12 talking about this five-page document, all right? 13 A. All right. 14 Q. And you can use the same label for it. 15 If you would also look at each page of 16 the five-page document, Dr. Dong. Other than the 17 last page where your signature appears, in the 18 other preceding four pages there are some initials 19 down in the bottom right-hand corner of each page. 20 Can you tell me if any of those initials on each 21 page are yours? 22 A. Yes. 23 Q. Is that your initials that appear on 24 each page? 25 A. Yes.	Page 55 1 Q. Do you recall how this agreement was 2 given to you to sign? What I'm asking in that 3 regard, for clarity, Dr. Dong, so I don't confuse 4 you, is I'm really asking how did you physically 5 get it? Was it emailed to you? Was it given to 6 you in hard copy by somebody to sign? Do you 7 remember how you got the copy that you actually 8 signed? 9 A. I could not remember, but likely to be 10 email. 11 Q. If it was emailed, I presume you would 12 have then printed it out in order to sign it? 13 A. I could not remember I printed out or 14 Dr. Reves printed out. I think I was asked to 15 sign, so I went to Dr. Reves's office. I believe 16 I signed -- was on the -- was print out, official 17 print out by Dr. Reves. I believe there was two 18 copies on the MUSC paper, not the white paper. 19 Q. Did I understand you correctly, 20 correct me if I'm wrong, that your recollection is 21 you actually signed it in Dr. Reves's office? 22 A. I believe so, yes. I was specifically 23 went to Dr. Reves's office. 24 Q. Was Dr. Reves there when you signed 25 it?	Page 56 1 A. I believe so, yes. 2 Q. Do you remember if anybody else was 3 there, Dr. Dong, or just the two of you? 4 A. Of course, his secretary. 5 Q. Other than his -- what I might call 6 his administrative staff, anyone else who was 7 there, other than you and Dr. Reves, that you 8 remember? 9 A. No, I don't believe there was anybody 10 else. 11 Q. Do you remember if Dr. Reves signed it 12 during the same meeting? 13 A. I could not remember. Must be 14 actually, this -- it was quite formal. 15 Q. Let me ask a follow-up to that that 16 might help. When you left Dr. Reves's office that 17 day, do you remember leaving with a fully-signed 18 copy of it just as it appears in front of you 19 today? 20 A. I could not remember. What I can 21 remember was print out two copies. I think I 22 might have an original copy. I believe I give to 23 Mr. Holmes, and then he could not find it anymore 24 and give me a scanned copy. I remember that all 25 the papers then was MUSC official paper.	Page 57 1 Q. Before you signed this agreement in 2 Dr. Reves's office on that day, did you read it 3 before you signed it? 4 A. I probably scanned through. I was 5 more interested looking to the equipment. I find 6 a few missing. Actually, I did talk to Scott 7 Reid, and he eventually located those equipment 8 that was not on list and still after signing. So 9 the equipment, he find them. He said he was going 10 to work on it, and never got anything back from 11 Reid -- Reid, Scott. 12 At the time my focus, everything is 13 how to -- because I was extremely anxious to get 14 my research started, and that completely block my 15 ability to do research. So I wasn't paying much 16 of interest -- attention to the formality or even 17 reading documents because I was not an order. I 18 was a faculty member, a professor, and I was more 19 interested to research, and I believe Dr. Dean 20 Reves, and I believe all my colleagues, except 21 James Norris and Steve Lanier. 22 Q. Do you remember, do you have any 23 substantive memory of any conversation you and 24 Dr. Reves had that day in his office before you 25 signed the agreement?
--	--	---	--

Page 58

1 A. Before I signed agreement I had
2 extensive discussion with Dr. Reves.
3 Q. That day in his office?
4 A. On that day I do not think so. I
5 thought he had reached agreement. I am not very
6 clear, but I remember I walked into his office and
7 he was -- and I was waiting in the room, and he
8 was -- his secretary brought two copies, identical
9 copies. I signed, I believe, and I -- based on my
10 memory, he signed, initial everything else, and he
11 said that's he's glad to get everything put behind
12 us and let's continue and he believe that I have a
13 bright career and that I continue my research.
14 Q. Anything else you remember about the
15 meeting with Dr. Reves that day?
16 A. No. I just remember he was -- I still
17 believed Dr. Reves is a good dean. Actually,
18 people say Dean Reves, Dean Reves. I think here
19 is also vice president of medical affairs.
20 Q. What I was going to ask you was --
21 this may sound weird, but was Dr. Reves mean that
22 day when you met with him? I mean --
23 A. No. No.
24 Q. -- was he congenial? Nice?
25 Professional?

Page 59

1 A. Never.
2 Q. If you look on the first page of the
3 treatment, Dr. Dong, and if you go down to the
4 fifth paragraph on the first page, and you see
5 that paragraph? You can take a minute to look at
6 it.
7 (The witness reviews the document, as
8 requested.)
9 THE WITNESS: Right. I did not read
10 this, but at the time I think it was somebody --
11 actually, I did. I was told I have a right to
12 seek legal advice. I didn't think I needed to
13 because it's just an internal matter with MUSC,
14 and I didn't pay much attention to this, but I
15 did -- also did not have any attorney.
16 BY MR. CONLEY:
17 Q. Am I correct that --
18 A. I believe this Dr. Joe Good is
19 responsible, too, for everything.
20 Q. Am I correct that within the 45 days
21 after you signed the agreement you did not take it
22 to a lawyer to have any lawyer look at it?
23 A. No.
24 Q. I haven't seen this anywhere, but is
25 it also correct that in the 45 days after you

Page 60

1 signed the agreement you didn't ask to revoke it
2 or rescind it?
3 A. No, because, actually, I was just
4 waiting for them to transfer my material, continue
5 my research.
6 Q. If you go up to the second paragraph
7 on that first page -- and you can read the whole
8 thing. I just have a couple of questions for you
9 on it.
10 (The witness reviews the document, as
11 requested.)
12 THE WITNESS: Yes, I read.
13 BY MR. CONLEY:
14 Q. A couple of questions about that
15 paragraph. Was your official title or position at
16 MUSC at the time you entered the agreement,
17 Dr. Dong, "Professor of "Microbiology and
18 Immunology"?
19 A. I'm just a professor. Actually, the
20 department is microbiology and immunology. So I
21 had the second -- actually, I could not remember
22 which one, second appointment at department of
23 medicine, and also have a more active role in
24 department of biochemistry and microbiology. I
25 was also member -- full member of Strom Thurmond

Page 61

1 Cancer -- Hollings Cancer Research in the Strom
2 Thurmond Building.
3 Q. Did you have any kind of formal
4 written grievance pending at the time that you
5 entered into this agreement? I haven't seen one,
6 so I'm asking.
7 A. No. Actually, in my emails -- we only
8 communicate through emails. But my email was
9 turned off abruptly, and also I was deleted from
10 the website. That's the whole violation of the
11 agreement for me to continue my research and
12 teaching.
13 So actually, they also shut off my
14 Homeroom, which is all the storage, equipment
15 storage. So it's internal storage. It's called
16 "Homeroom." So all my communication, everything
17 would be stored in the Homeroom. So the acting --
18 Steve Lanier ordered everything was turned off.
19 Q. I probably didn't ask the question
20 well. I'm just trying to find out did you have
21 any kind of formal written grievance pending at
22 the time that you signed the agreement?
23 A. No, I did not. If you -- actually, if
24 you -- including the complaint to the
25 administration of MUSC, yes, I do. But if you

Page 62 1 think other legal agreements, no. 2 Q. I didn't see where you had filed -- 3 had yet filed a formal grievance, for instance, 4 under the faculty handbook at that point. Had you 5 done that at that point? 6 A. What is formal? Once you send emails? 7 I communicated with the administration, yes. 8 Those considered formal. 9 Q. Nonetheless, any form of grievance 10 that you had pending at the time you signed this 11 agreement would have been in the form of your 12 email communications with -- 13 A. Right. 14 Q. -- MUSC personnel? 15 A. Right. You write to administration. 16 Those would not be included with Steve Lanier. 17 Probably would be John Raymond, and maybe include 18 Ray Greenberg at the time. 19 Q. If you go down to the last paragraph, 20 Dr. Dong, on the first page. Last paragraph on 21 the first page, Dr. Dong. I'm still on the first 22 page. I'll try to go page by page so you don't 23 have to flip back and forth. 24 A. All right. 25 Q. Did MUSC pay you your monthly	Page 64 1 That actually, in a way, kept me close by. It 2 would be to the benefit of the company, because I 3 was the one providing technology, advice on behalf 4 of MUSC to the company. That would be the company 5 GenPhar. 6 Q. At the time you signed this agreement, 7 which we're in May of 2010, Dr. Dong, where was 8 GenPhar's facility here locally? 9 A. It's just in Mount Pleasant, Sea Coast 10 Parkway. 11 Q. That's where GenPhar would have 12 been -- 13 A. Physically located. 14 Q. -- physically located in May of 2010? 15 A. Yes, the research lab. 16 Q. Of 2010? 17 A. Yes. It has been all the time until 18 it was closed 2018. 19 Q. At the time you signed this agreement 20 in May 2010, Dr. Dong, what was your position with 21 GenPhar? 22 A. Official position, I was the 23 consultant on behalf of MUSC, but I was also the 24 principal investigator of the contracts based on 25 the technologies. I was consulting with
Page 63 1 compensation all the way through March 31, 2012? 2 A. That's my salary. 3 Q. Yes. Did they pay that through 4 March 31, 2012? 5 A. Yes. 6 Q. We can go over to Page 2 now. I think 7 I'm done with Page 1 for now. 8 A. All right. 9 Q. Let's look at the first paragraph. 10 You can read it first. 11 (The witness reviews the document, as 12 requested.) 13 THE WITNESS: Yes. 14 BY MR. CONLEY: 15 Q. The last sentence, Dr. Dong, says: 16 "The university, in turn, acknowledges that 17 Dr. Dong will work predominantly offsite in the 18 Charleston area and will travel for academic and 19 commercial purposes." 20 When this says "work predominantly 21 offsite," where was that? What was your 22 understanding of where that work was to 23 predominantly occur? 24 A. I think they reached agreement 25 with the company, FRD, established with GenPhar.	Page 65 1 Department of Defense. 2 Q. Did you have any other title at 3 GenPhar? President? Anything like that? 4 A. They give you empty title at the time, 5 president, because the company is run by CEO and 6 the chairman of the board. So just make me feel 7 good, but I didn't feel good or anything about it 8 because my -- if I was interested in company, I 9 would have done so in California, San Francisco, 10 which funding was plentiful, and the company get 11 full support from the state, eventually become 12 public companies, and here it was basically a 13 desert of biotech companies and funding. 14 Q. Were you on the GenPhar board in 15 May 2010? 16 A. Yes, I was board, because I was 17 assigned it. There was five members. Five board 18 members has to be investors except the -- me was 19 the exception, because I was -- would present what 20 the -- the technical directions for the companies. 21 Q. In May of 2010, you were both the 22 president -- 23 A. No, I wasn't that. Actually, I 24 probably jumped too early. I wasn't anything 25 other than consultant.

Page 66	Page 68
1 Q. In May 2010? 2 A. Right. I do not know when. I could 3 not remember the time. All of the executives 4 resigned, and then I was given the -- so-called, 5 the titles. They have to actually have somebody 6 to... 7 Q. Were you on the board in May 2010 at 8 GenPhar? 9 A. I could not remember. I could not 10 remember when, but I will also say so. Mostly 11 they question me about the technologies and what 12 is the potentials and everything by the board 13 members, because they are the one actually own the 14 company and invested over \$13 million their own 15 money, not institution money, to own the company. 16 Q. In May 2010, were you an employee of 17 GenPhar? 18 A. No. I was a consultant. 19 Q. So in May of 2010, it's your 20 recollection you didn't hold any particular title 21 or position with GenPhar, you weren't employed by 22 GenPhar, and you weren't on the GenPhar board; is 23 that right? 24 A. That's my best recollection, but I was 25 also asked by the board to answer questions, and I	1 A. Yes. 2 Q. What you just told me? 3 A. Yes. 4 Q. Did you testify at either criminal 5 trial you were involved in? Did you testify at 6 those trials? 7 A. Yes. 8 Q. You testified at both of them? 9 A. No. One. 10 Q. Which one, the first one or the second 11 one? 12 A. The second one, the bench trial. 13 Q. The bench trial with Judge Norton? 14 A. Yes. 15 Q. You actually testified at that trial? 16 A. Yes, but they -- well, hopefully, this 17 is irrelevant. But I was convicted because Judge 18 Norton's law clerk was negotiating U.S. attorney's 19 position in the U.S. Attorney's Office during the 20 time while she was doing everything for Judge 21 Norton, and Judge Norton recuse himself 22 afterwards, and they transferred to another judge. 23 And the judge basically wasn't involved in the 24 trial and everything else. 25 Q. If you turn over to the third page of
Page 67	Page 69
1 did attend some of the board meetings. But mostly 2 I do not have a say-so about financials in-house, 3 other than they ask me about the technology. So I 4 basically -- I was basically -- I still a 5 scientist, not for the company -- to the company. 6 Q. Were you ever on the GenPhar board? 7 A. Later. As I said, later. I could not 8 remember when. There was a board split, and the 9 company -- I think there is a agreement 10 settlement, actually, both sides, there is -- 11 basically the investors divide into two, and both 12 sides basically make the executive resign, so 13 basically make the company to only exclusively 14 operate -- provide contract service to the 15 Department of Defense. 16 So there's no more investment money 17 coming in. So they can't be paid with DoD 18 contract funds, and also their share disagreement 19 of who was in control of the company with one of 20 the now deceased local billionaire, Jerry Zucker. 21 That's all above my involvement how 22 the company run, how the investor runs. So I 23 don't know. 24 Q. That's the full extent of your 25 involvement with GenPhar?	1 the five-page agreement, please. 2 A. Sorry? 3 Q. Turn to the third page of the 4 five-page agreement, please, Dr. Dong. So we're 5 on Page 2. I'm asking you to turn over to the 6 third page of it. The next page, Dr. Dong. 7 A. All right. 8 Q. Let's take a look at the first 9 paragraph. If you can read that first paragraph, 10 and I'll ask you some questions about it. 11 (The witness reviews the document, as 12 requested.) 13 THE WITNESS: Yeah, but that's already 14 taken away from me. 15 BY MR. CONLEY: 16 Q. The agreement says: "Dr. Dong agrees 17 to relinquish his future use of approximately 700 18 square foot of laboratory space." 19 What 700 square feet is this talking 20 about? Is that a specific place down at MUSC? 21 A. That's my -- 22 Q. Your lab? 23 A. -- lab and the -- 24 Q. Where was that? Do you remember the 25 building?

Page 70

1 A. Second floor, BHS.
2 Q. And it says: "Dr. Dong agrees to
3 relinquish his future use of approximately
4 700 square feet of laboratory space after the
5 listed equipment and materials" -- and in parens
6 it says "(inventory list is attached as Exhibit
7 A) has been transferred to his new space."
8 A. Right.
9 Q. My question is do you know what the
10 reference to new space is? Do you know what new
11 space that's referencing?
12 A. That's actually transfer the new space
13 to GenPhar.
14 Q. At that point in time that would be
15 GenPhar's facility on Sea Coast Parkway?
16 A. Yes. But it was taken away from me,
17 but the material was never transferred. So this
18 is -- this is also one of the breach. At the time
19 back then they already took away from me.
20 Q. Let's go to the second paragraph,
21 Dr. Dong. Actually, let me take that back. The
22 first paragraph references "attached Exhibit A,"
23 which is an inventory list. If you turn over to
24 Exhibit A, Exhibit A is attached to the agreement
25 we're talking about.

Page 71

1 A. Right.
2 Q. I think, if you look on the inventory
3 list, which is four pages long, down in the bottom
4 right-hand corner it has a set of initials. Are
5 those your initials? Are one of those sets of
6 initials yours?
7 A. Right, it has my initials.
8 Q. On all four pages, right?
9 A. Right.
10 Q. Did you review this inventory list at
11 the time you signed the agreement?
12 A. I did not, but I think I just trusted
13 it was generally accurately based on the record.
14 And I was also later find out some of the
15 equipment was not included, and then I called --
16 because Scott Reid was the person appointed to
17 administratively take charge of the transfer of
18 equipment and material.
19 So I contacted him and had a
20 conversation. I pointed out one of the -- some of
21 the material -- the equipment, where it was, and
22 he went to verify that. He said, "Those will be
23 moved to you."
24 Q. Did you prepare this list of equipment
25 that's a four-page exhibit to the agreement, or

Page 72

1 did somebody else prepare it?
2 A. Somebody else prepared it. I didn't
3 do any administrative work at MUSC. I believe
4 actually at the time this, the equipment I
5 transferred with me from UCSF. So the only listed
6 equipment transferred from UCSF they put in a box
7 with my grants at MUSC.
8 They all considered equipment MUSC,
9 which is not -- no, but there was a small room for
10 them to claim that. In general, as principle, all
11 equipment follow the faculty members, because the
12 grants awarded through the institution to the
13 faculty members.
14 Q. If you go to the second paragraph on
15 Page 3 of the agreement. We just talked about the
16 first paragraph, so now I've moved down to the
17 second paragraph. So it's Page 3 of the
18 agreement, Dr. Dong, second paragraph from the
19 top.
20 (The witness reviews the document, as
21 requested.)
22 THE WITNESS: I believe I did provide a
23 list through the emails. That's all the Vector
24 Core facility, and also they wanted to keep the
25 Vector Core facility at MUSC because based on that

Page 73

1 will not disvalue MUSC. It turn out, actually, my
2 money, Vector Core facility, everything was used
3 James Norris.
4 BY MR. CONLEY:
5 Q. Let me ask a question about that
6 second paragraph. I have never seen it, and it
7 wasn't attached to the agreement that's attached
8 to your complaint, which is what we're looking at
9 right now, any kind of Exhibit B approved by the
10 university.
11 A. It's just what -- it disappeared,
12 actually. That's why they breach the entire
13 contract once it done. Basically giving a person
14 to direct contact was Scott Reid, and that he said
15 he was not authorized to do this and do that. So
16 basically, I run into a stonewall.
17 Q. My question is, is it your testimony
18 today that you did submit an additional list of
19 this Vector Core equipment?
20 A. Yes.
21 Q. You submitted it within ten days of
22 May 3rd, 2010?
23 A. I could not remember the date I submit
24 it, but I did submit it with the email. And
25 actually, I was asking for the Vector Core

Page 74 1 facilities, and I think at the time I was told do 2 not interrupt Vector Core facility operation. So 3 actually, I was allowed to continue Vector Core 4 operation at MUSC. I think that was the 5 communication to me, so, based on the Vector Core 6 facility was essential for the funded products, 7 which I was the director. 8 So actually, I don't know how they 9 took away my Vector Core facility and kick me out 10 of MUSC. At beginning, as it says, I will 11 continue in my function research actually using 12 the Vector Core facility as here. So this only 13 can be transferred, but not to interrupt the 14 operation and the damage to the function Vector 15 Core facility. 16 Q. I'm asking about Exhibit B. Do you 17 have an Exhibit B that you can produce to me? 18 Have you ever seen it? 19 A. Because they actually locked down 20 my -- completely locked down my emails and block 21 my Homeroom. At the time that's the only way of 22 communication I had. I don't actually write 23 physical letters. No faculty members does that at 24 the time. 25 Q. Do you have any recollection of Page 75 1 whether you submitted this within ten days of 2 May 3rd, 2010? 3 A. I do not have recollection of exact 4 date. 5 Q. Do you have any recollection of if you 6 did submit it within ten days that the university 7 actually approved it? 8 A. The university did not respond. 9 Actually, after the signing they basically become 10 stonewalling. 11 Q. If you look down at the third 12 paragraph on that page, you can go ahead and read 13 it. I have a couple of questions for you about 14 it. 15 (The witness reviews the document, as 16 requested.) 17 THE WITNESS: Yes. 18 BY MR. CONLEY: 19 Q. The first sentence says: "In lieu of 20 rental payments for space in the GenPhar building" 21 -- in parens, it says "(once occupied)." 22 Do you know why it says "once 23 occupied"? Weren't y'all already occupying the 24 building on Sea Coast Parkway? 25 A. Once the equipment, everything been	Page 76 1 transferred. So actually, I will occupy that part 2 on behalf MUSC. So actually, right now -- before 3 that MUSC is still charging costs into my contract 4 while not providing me nothing. 5 Q. I'm just trying to figure out what 6 GenPhar building this is referencing in the 7 contract or the agreement. 8 A. It's development. GenPhar actually 9 loan me a space. 10 Q. I'm asking if you know. Do you know 11 -- 12 A. GenPhar is not a party. 13 Q. Dr. Dong, I understand that. My 14 question is what's your understanding of what 15 GenPhar building that is referencing; the GenPhar 16 building on Sea Coast Parkway or the GenPhar 17 building that was under construction? 18 A. It could not be under construction 19 because it was not finished. 20 Q. Was it under construction? Was there 21 another GenPhar building under construction? 22 A. It's not GenPhar -- the space GenPhar 23 was operating out of. 24 Q. So GenPhar -- did GenPhar lease or own 25 the building on Sea Coast Parkway? Page 77 1 A. GenPhar leased. 2 Q. Did GenPhar have another building that 3 it was building in Mount Pleasant in May 2010? 4 A. Yes. That's how the problems started 5 with GenPhar, because they -- actually, the 6 investor put in \$13 million, including the 7 facility, and the facility cost \$5 million. 8 Q. Did you believe that your equipment 9 was supposed to be transferred to the Sea Coast 10 Parkway location, or was it supposed to be 11 transferred to the new building that was under 12 construction? 13 A. That's not material with regard to the 14 contract. 15 Q. I'm asking you what your understanding 16 was. I'm not asking whether it was material or 17 not. 18 A. My understanding, it was transferred 19 to GenPhar, the space we already used. 20 Q. Which was where at the time? 21 A. Have nothing to do where, which would 22 be at Sea Coast, where GenPhar operating. They 23 transfer me to a parking lot. 24 Q. Did you read that paragraph at the 25 time you signed this agreement?
---	---

Page 78

1 A. I did not read it very carefully in
2 any of the so-called legal jargons and all the
3 details, but I signed it based on spirit they
4 allowed me to quickly restart my research in the
5 other space in GenPhar, transfer all the materials
6 timely so I can continue my research. That's all
7 I cared about.
8 Q. How much time do you think you spent
9 reading this five-page agreement before you signed
10 it?
11 A. I can't remember, but I probably
12 scanned it through. It sounds all right in the
13 superficially. I don't want to dig in too much
14 into one specific words. In the context, I think
15 this is all consistent with what Dr. Reves
16 presented to me.
17 Q. If you look down at the fifth
18 paragraph, Dr. Dong, you can read that whole fifth
19 paragraph, and I've got a few questions to ask
20 you.
21 (The witness reviews the document, as
22 requested.)
23 THE WITNESS: Yes.
24 BY MR. CONLEY:
25 Q. If you look down at the very -- the

Page 79

1 last full sentence of that paragraph, Dr. Dong, it
2 says: "Likewise, any equipment purchased through
3 extramural grants written by Dr. Dong as the sole
4 PI and which was in Dr. Dong's laboratory at the
5 time of relocation to the 700 square foot
6 laboratory space, including listed freezers and/or
7 refrigerators also located in nearby equipment
8 rooms of CSB, shall be relocated to GenPhar in
9 30 days from the effective date."
10 A. They didn't do that.
11 Q. That's what I was going to ask you. I
12 think you are already told me that. They did
13 not -- they -- I shouldn't say "they."
14 MUSC did not relocate the equipment in
15 Exhibit A within 30 days of May 3, 2010?
16 A. Correct. Also did not relocate the
17 research grants, including the Vector Core. Very
18 specific, Vector Core they were talking about it.
19 Q. We'll get to those things. I'm
20 talking about the equipment right now.
21 Your testimony is that MUSC within
22 30 days of May 3, 2010, did not relocate the
23 equipment in Exhibit A?
24 A. And B.
25 Q. Per the agreement?

Page 80

1 A. And the contract money.
2 Q. Correct, they also --
3 A. They relocated nothing.
4 Q. They also didn't relocate any other
5 equipment, to the extent it would have been listed
6 in Exhibit B, right?
7 A. Which should be Vector Core facility.
8 Q. So you and I would agree that within
9 30 days of May 3rd, 2010, MUSC did not relocate
10 any equipment, as required by this agreement?
11 A. Correct.
12 Q. That's your testimony, correct?
13 A. That's correct.
14 Q. Is it, likewise, your position that
15 the agreement required MUSC to relocate all of
16 this equipment, both the equipment listed in
17 Exhibit A, and to the extent there was Vector Core
18 equipment, they were required to do that within 30
19 days of May 3rd, 2010?
20 A. That's what the agreement.
21 Q. That's what the agreement requires,
22 right?
23 A. Yes. And I was presented they will do
24 it as soon as they can, as soon as they can, and
25 also was -- Scott Reid was in charge of the

Page 81

1 logistics.
2 Q. I'm trying to find -- just make sure I
3 understand that -- strike that. Better way to
4 ask.
5 I think I understand you correctly
6 that one of the breaches of this agreement, just
7 one, that you claim MUSC engaged in was failing to
8 relocate this equipment within 30 days of May 3rd
9 of 2010?
10 A. One of them.
11 Q. That's what I said. I said "one." I
12 didn't say "all." I said "one." That is one of
13 the breaches, right?
14 A. Correct. As well as none of my
15 research material, documents, and funding. It was
16 a complete breach. After that was the, basically,
17 stonewalling. I could not reach anybody, and
18 nobody respond to my emails other than at the time
19 they want to send me.
20 Q. If you go up to the fourth paragraph
21 on that same page -- so we're going to go back up
22 one paragraph. It's actually just a one-sentence
23 paragraph, Dr. Dong.
24 A. One, two, three, four.
25 Q. Exactly. It's very short.

Page 82

1 (The witness reviews the document, as
2 requested.)
3 THE WITNESS: Yes. Actually, MUSC --
4 MR. CONLEY: Let me ask you --
5 Dr. Dong, part of the deposition is I'm going to
6 ask you questions, and you can give me answers.
7 It's not an opportunity for you just to go on
8 narratives. I'll ask you a question, and you can
9 then give me as lengthy of an answer as you want,
10 but --
11 THE WITNESS: Ask a question.
12 MR. CONLEY: -- there needs to be a
13 question before we just go with some narrative.
14 THE WITNESS: You ask me if I see the
15 paragraph. I'm telling you I see the paragraph,
16 what it means.
17 MR. CONLEY: I haven't asked you what
18 it means. I've just asked you to take a look at
19 --
20 THE WITNESS: Strike my answer.
21 MR. CONLEY: -- look at it, and then
22 I'll ask you some questions.
23 THE WITNESS: Please do.
24 BY MR. CONLEY:
25 Q. Did you have any grants, active

Page 83

1 grants, on May 3rd, 2010, when you signed this
2 agreement?
3 A. Yes, the Vector Core grants. And also
4 I actually start a fund as reserve. I never had
5 to need to dip into it.
6 Q. So what active grants did you have at
7 the time you signed this on May 3rd?
8 A. The Vector Core grants.
9 Q. Any others?
10 A. I could not remember, but also I had
11 my start-up fund.
12 Q. The Vector Core grants, where are
13 those grants provided by? Are those provided by
14 the federal government somehow? NIH?
15 A. Correct.
16 Q. Was there more than one Vector Core
17 grant, or was there just one? You used plural.
18 I'm just trying to find out. I don't know. Was
19 there, like, one Vector Core grant, or were there
20 multiple Vector Core grants?
21 A. I could not remember, but actually,
22 Vector Core can be used in multiple grants, but I
23 was the -- I think there was a center grant or
24 program project grants.
25 Q. Do Vector Core grants have a PI?

Page 84

1 A. I was the PI. I was the director.
2 Q. I'm no expert on grants, but my
3 presumption is on -- to your recollection, on
4 May 3rd, 2010, there was still existing funding to
5 be spent under this Vector Core grant or grants,
6 right?
7 A. Yes.
8 Q. Because you were the -- I'm just
9 trying to understand. Because you were the PI on
10 the Vector Core grants, in my mind that would
11 indicate you were also the person who applied for
12 those grants?
13 A. Yes.
14 Q. Is that right?
15 A. Correct.
16 Q. It wasn't somebody else at MUSC who
17 applied for them and they just got assigned to
18 you? You actually applied for and were awarded
19 those grants?
20 A. Correct. No one else can assign
21 someone else's grants to you, or you can't use
22 anyone else's grants.
23 Q. Was anybody else a co-PI on those
24 grants, or was it just you as the sole PI, if you
25 remember? I don't know. I'm just asking you.

Page 85

1 A. I don't remember, because I'm the
2 person.
3 Q. Turn over to the fourth page,
4 Dr. Dong. We'll skip around on this page. Not to
5 confuse you, but --
6 A. Here is --
7 Q. -- if you can go down to the bottom of
8 Page 4, the next-to-last paragraph, where it
9 starts off with: "MUSC will cover." Do you see
10 that paragraph?
11 A. Last paragraph?
12 Q. Next-to-last paragraph, Dr. Dong.
13 Excuse me. Take a look at that for me for a
14 minute.
15 (The witness reviews the document, as
16 requested.)
17 THE WITNESS: Yes.
18 BY MR. CONLEY:
19 Q. Did MUSC ever make this one-time
20 \$20,000 payment?
21 A. I could not remember.
22 Q. Then if you look up at the third
23 paragraph on the page, Dr. Dong. So if you count
24 three down.
25 A. Right.

Page 86 1 Q. Take a minute and read that paragraph. 2 I have a couple of quick questions. 3 (The witness reviews the document, as 4 requested.) 5 THE WITNESS: Yes. 6 BY MR. CONLEY: 7 Q. Do you have any recollection of 8 whether that \$30,000 payment was ever made? 9 A. I think so. Actually, but that's less 10 than my salary portion in Vector Core, which is 11 funded by NIH, not the department. 12 Q. My question is was the \$30,000 payment 13 made? 14 A. I believe so, yes. 15 Q. Just to go back to make clear, you 16 don't know, sitting here today, if the \$20,000 17 payment was made in that -- towards attorneys' 18 fees or legal fees in that paragraph down towards 19 the bottom of Page 4? 20 A. Correct, because I did not believe I 21 claimed it. I didn't have attorney involved. 22 Q. That was going to be my next question 23 about that. You had earlier told me that you 24 wouldn't have had any legal fees at this point in 25 time because you never obtained --	Page 88 1 within 45 days of signing it. 2 Do you have any recollection of taking 3 it to a lawyer within 50 days of signing it? 4 A. No. I never took it to any lawyer or 5 anything for almost a year later or over a year 6 later. 7 Q. That would have been when you took it 8 to Mr. Holmes? 9 A. Correct. He's the first lawyer I 10 talked to. 11 Q. If you can go up to the paragraph 12 above the next paragraph, directly above that, 13 that says: "Enduring grant materials." Take a 14 minute to read that, Dr. Dong. 15 (The witness reviews the document, as 16 requested.) 17 THE WITNESS: Right. 18 BY MR. CONLEY: 19 Q. Did you ever -- have you ever -- well, 20 before you brought the lawsuit, did you ever ask 21 the office of general counsel, the legal office at 22 MUSC, if you could see or make copies of, you 23 know, lab books and things like that? 24 A. Actually, that is verbally presented 25 to me, they will provide all the document --
Page 87 1 A. That's what I'm saying. 2 Q. -- never obtained a lawyer? 3 A. That's what they write in -- written 4 in. So actually, I have no involvement. I did 5 not claim legal fees from them. 6 Q. That's because you didn't incur any 7 legal fees, right, because you didn't take it to a 8 lawyer before you signed it? 9 A. No, I didn't. Correct. 10 Q. And you didn't take it to a lawyer -- 11 we've already talked about you didn't take it to a 12 lawyer for much, much later after you had signed 13 it, which would have been when you took it to 14 Mr. Holmes? 15 A. Right. Correct. 16 Q. You didn't take it to a lawyer within 17 50 days of signing this agreement, did you, to 18 review the agreement with you? 19 A. I'm sorry? 20 Q. We've already talked about that. 21 You -- 22 A. I think you already asked me the 23 question. 24 Q. I mean, you indicated earlier that you 25 don't have recollection of taking it to a lawyer	Page 89 1 copies of the documents. Didn't say I have to go 2 to copy myself. So that would be too cumbersome 3 for me to make copies, because, actually, it says 4 by law. Actually, there's no law suggest that 5 general counsel keep my scientific notebooks. 6 Q. My question is simply this -- 7 A. No law, no regulation to allow general 8 counsel to keep my scientific notebooks, and they 9 should provide me the copy, based on my reading 10 this paragraph. So if there was a law, there was 11 regulations, yes, they can keep it. But if 12 there's no law, no regulations to allow MUSC to 13 keep my notebooks, that is especially after 14 repeated requests, did not provide my copies. 15 So without the scientific documents, 16 without notebooks, I will not be able to continue 17 my research. 18 Q. Did you ever ask MUSC if you could 19 make copies? 20 A. I asked MUSC provide me the copies. 21 Actually, they did not say I have -- they give me 22 the notebook, I made copy myself. They said copy 23 will be provided to me. I agreed, but at least 24 that allow me to continue my research. 25 And I did not think the legal office

Page 90 1 have any use of the document, and if there -- and 2 I didn't have no -- I did not believe -- I still 3 don't believe there was any law or regulations to 4 allow general office to keep my scientific 5 documents. 6 Q. Did you read that document on Page 4 7 before you signed the agreement? 8 A. I signed the agreement with 9 understanding there has to be law and regulation. 10 They have law and regulation to keep it. When 11 there is no law, no regulation, they should not 12 keep my scientific notebooks, and they should also 13 at least provide me copies of my scientific 14 notebooks. 15 Q. My question is simply this: Did you 16 read that paragraph on Page 4 of the agreement 17 before you signed the agreement? 18 A. I cannot remember whether I read the 19 agreement. It was a long time ago. But as I 20 said, I scanned through the entire document. 21 Q. What does scanned mean when you use 22 the word "scan"? 23 A. I just read superficially, not each 24 words, like what you did as a lawyer. So I 25 basically, general understanding, the spirit of	Page 92 1 received will be relinquished back to the federal 2 agencies as obligated in the award agreements." 3 A. That should not be the language, 4 because -- and also, I do not believe they were 5 ever relinquished back to the funding agencies, 6 but they spent them themselves -- not themselves, 7 but James Norris. 8 Q. Did you read that paragraph before you 9 signed the document? 10 A. As I said, I only read the spirit of 11 the entire agreement. I did not split hair on any 12 phrases. Also, I do not believe they relinquish a 13 penny back to funding agencies, but spent the 14 money by James Norris. If you want to split hair, 15 those are just plain lies. 16 Q. Go up to the paragraph above that one, 17 Dr. Dong. 18 A. Above? 19 Q. Yes, the next paragraph up. It says: 20 "At the direction of." 21 A. Dr. Yusuf Hannun. 22 Q. Correct. 23 THE WITNESS: Mr. Scott Reid, that's 24 another person we were talking about, and Mr. 25 Ronald Bycroft. I don't even -- they didn't do
Page 91 1 the agreement. So I don't want to split hairs 2 with one phrase, one terminology. You probably do 3 as a professional, but that's not my profession. 4 Q. If you look up at the next paragraph 5 above that, where it says: "The university agrees 6 to relinquish," next paragraph right above the one 7 we were just speaking about, Dr. Dong. 8 (The witness reviews the document, as 9 requested.) 10 THE WITNESS: Right. 11 BY MR. CONLEY: 12 Q. At the time you -- so I asked you 13 about grants you had at the time you signed the 14 agreement. Did you have any commercially-funded 15 research awards at the time you signed this 16 agreement, if you recall? 17 A. I believe there was some funding from 18 GenPhar to MUSC and FRD. Actually, those funding 19 I never see a penny. Those GenPhar agreed to 20 funding my research in the laboratory in exchange 21 for me being the consultant at the GenPhar. I 22 think either FRD, I believe is mostly Steve -- 23 sorry, James Norris spent all the money. 24 Q. The second sentence in that paragraph 25 says: "Actively federally-funded research awards	Page 93 1 any of those. Also Yusuf Hannun was-- 2 MR. CONLEY: Again, Dr. Dong, I need 3 to ask you a question. This isn't an opportunity 4 for you just to sit in a deposition and tell me 5 everything you want to say. I haven't even asked 6 you a question yet. 7 THE WITNESS: You asked me if I see 8 this. I tell you what I see. 9 MR. CONLEY: I asked you to review the 10 paragraph, and then -- 11 THE WITNESS: Yes, I did. I told you 12 what my impression was. 13 MR. CONLEY: I didn't ask you your 14 impression. I haven't asked you your impression. 15 I haven't asked you a single question. 16 THE WITNESS: Ask me a question. 17 MR. CONLEY: The way the deposition 18 works, Dr. Dong -- 19 THE WITNESS: Don't give me lessons. 20 MR. CONLEY: I'm not giving you 21 lessons. There is a set of rules that apply, and 22 it requires that I ask you a question. I'll ask 23 you a question, and you can give an answer. 24 THE WITNESS: Go ahead. 25 THE REPORTER: I can only get one

Page 94

1 person at a time, please.
2 THE WITNESS: So he speak too fast.
3 BY MR. CONLEY:
4 Q. Dr. Dong, this paragraph says: "At
5 the direction of Yusuf and Mr. Scott Reid and
6 Mr. Ronald Bycroft will attempt to locate any
7 vectors or similar materials shared with other
8 investigators for repropagation by Dr. Dong, and
9 will attempt to locate written enduring hardcopy
10 records which have been lost?"
11 Did you read that sentence before you
12 signed the agreement?
13 A. As I said, you are splitting hair
14 again. I do not know other than the spirit of the
15 agreement is they're going to locate the vectors
16 and give me back for propagation.
17 Q. Does that paragraph say they're going
18 to locate or they're going to attempt to locate?
19 A. As I said, it's not my profession to
20 split the hairs. I think that means they going to
21 locate it.
22 Q. That paragraph goes on to say:
23 "This" -- meaning the attempt to locate this
24 information -- "will occur within the 45-day" --
25 "within the 45-day window above."

Page 95

1 A. They didn't do it.
2 Q. It would be one of your contentions in
3 this lawsuit that that is another -- that is one
4 of another -- of other breaches of the agreement,
5 right?
6 A. Anything in the agreement they
7 breached will be point of complaint.
8 Q. Correct. But that's one of them,
9 correct? They didn't do this within this 45-day
10 window, right?
11 A. They didn't do any of those.
12 Q. And then it says: "Any additional
13 items located after that time and search will also
14 be provided to Dr. Dong."
15 Do you know if any of those three
16 gentlemen ever located any information after the
17 45-day period ran?
18 A. I don't know if they did or didn't do.
19 Actually, I did contact Scott Reid a number of
20 times. He was the chairman, so he would be very
21 busy. I didn't think it would be proper to bother
22 him for the details. But Scott Reid is very
23 capable person, and he is also the base manager.
24 He was a good person. He used to be the business
25 manager at the department of biochemistry until

Page 96

1 they had fallout with James Norris.
2 I do not know who is Ronald Bycroft.
3 Q. If you go up to what would be,
4 Dr. Dong, the second paragraph on that page, so
5 the second paragraph from the top. It starts
6 with: "Dr. Dong." If you could read that, and
7 then I'll have some questions for you about it.
8 (The witness reviews the document, as
9 requested.)
10 THE WITNESS: Right.
11 BY MR. CONLEY:
12 Q. Have you read it, sir?
13 A. Yes.
14 Q. That paragraph says: "You will
15 transfer any research material, including genetic
16 materials, DNA constructions, viral and plasma
17 vectors, antibodies, and enzymes to Dr. Dong's new
18 research location for his continued research,
19 including the materials which were provided by
20 Dr. Dong to the Vector Core for services while
21 Dr. Dong was the director."
22 Did you do that? Did you make -- did
23 you transfer those material?
24 A. They took the material from me. They
25 locked me from the lab. Are you going to split

Page 97

1 words again? How do I transfer when they took the
2 position, lock me out of my lab? Those my
3 materials should be transferred.
4 Q. So, again, I wasn't there when any of
5 this happened, so I'm just asking you. Do I
6 understand you correctly that you couldn't
7 transfer it yourself because they locked you?
8 A. Out of my office.
9 Q. They locked it in a fashion that you
10 couldn't access it, right?
11 A. Correct. They changed the lock. They
12 never done nothing in the history of United States
13 in any universities, certainly not in the history
14 of MUSC. That's completely illegal. Actually, I
15 was funded by NIH. That's complete violation of
16 NIH rules. If I was any administrator, I was part
17 of NIH.
18 Q. As I understand what you're telling me
19 is you couldn't transfer it yourself because you
20 couldn't even access it; is that correct?
21 A. Yes.
22 Q. Did you ask for access to it?
23 A. Of course. That's the whole thing
24 I've been asking for. That's whole agreement. It
25 was in order for me to get access to my research

Page 98 1 materials to continue my career. 2 Q. What were you told when you asked for 3 access to it so you could move it? What were you 4 told? 5 A. After I signed this agreement, 6 everything will be available, everybody will 7 cooperate with me to make the transfer. Once this 8 signed, it become a stonewall. I could not 9 contact anybody. Nobody respond to me. 10 And I talk to Scott Reid. He is going 11 to ask for my permissions, and then there is no 12 response. 13 Q. If you go up to the top paragraph, 14 first paragraph, you can read it, and I'll have a 15 few questions for you about it. 16 (The witness reviews the document, as 17 requested.) 18 THE WITNESS: Correct. 19 BY MR. CONLEY: 20 Q. Again, same question: Did you read 21 that paragraph before you signed the agreement? 22 A. I as -- again, I did not -- I read in 23 the context of the agreement. I did not try to 24 split the meaning of each specific words. 25 Q. That paragraph says: "Equipment	Page 100 1 those equipment as well as my equipment never been 2 transferred. 3 Q. If you can look at what is Exhibit A 4 to the agreement, which is the list of equipment. 5 A. Right. 6 Q. I have a couple of questions about the 7 middle column, Dr. Dong. I don't know if you can 8 shed some light on this or not. But the middle 9 column is titled "Funding." Do you see that? 10 A. Right. 11 Q. Then it's got various labels, as I 12 read under here. So I see one says "Startup." Do 13 you know what that references? Why it says 14 "Startup"? What does that mean, if you know? 15 A. It's the startup funds. 16 Q. I don't know what those are. Maybe 17 you can explain? 18 A. As a condition to recruit me from 19 MUSC, I think MUSC offer me -- I could be wrong -- 20 \$65,000 startup funds. That means the money for 21 me to spend. 22 Q. On equipment? 23 A. On equipment, set up lab, everything 24 else, and also the expenses of transfer my 25 equipment, laboratory, personnel, and everything
Page 99 1 relocated to GenPhar under this agreement," which 2 would, apparently, be everything listed in Exhibit 3 A or Exhibit -- 4 A. No, actually -- 5 Q. Let me finish my question. 6 A. Sure. 7 Q. -- which, apparently, would be 8 everything listed in Exhibit 1 to the agreement -- 9 or A to the agreement, excuse me, and presuming 10 there were or was an Exhibit B, would be returned 11 to MUSC at its expense at the end of your 12 appointment in March 2012, right? 13 A. That's not right. My understanding 14 is, based on otherwise permitted by existing 15 university policy or extra -- sorry, external 16 sponsor policies and approvals. 17 So actually, there is no university 18 policy or external sponsor policy, especially NIH, 19 they will not allow to take my equipment back to 20 university. However, there is a narrow gap; if 21 the Vector Core continues and function at MUSC, 22 those equipment should be returned to MUSC to 23 continue any funded research. I will not be able 24 to take them away from MUSC, which is consistent 25 with external policies, which I agreed. However,	Page 101 1 for you to start a new location. 2 Q. Then there is another label under that 3 same "Funding" column. Some of them say "No 4 Tags." Do you know what that means? 5 A. It's because those are my equipment, 6 and it's already lost track where the funding come 7 from, but those are my equipment. 8 Q. Everything that says "No Tags"? 9 A. Correct. It's just that no longer 10 have track where it -- the initial funding was 11 from. 12 Q. Then there is another label under that 13 column that says "UCSF." I assume that's 14 equipment you brought from the University of 15 California, San Francisco when you moved to MUSC? 16 A. I think all of the equipment, 17 including no tag, was transferred from -- either 18 from MUSC or the university before that. 19 Q. I'm asking -- we have talked about no 20 tag. I'm asking you about the UCSF tag now. Is 21 that tag -- where it says "UCSF" under that 22 "Funding" column, Dr. Dong, does that mean that 23 that's a piece of equipment that came from UCSF 24 when you moved to MUSC? 25 A. That means, actually, that tag was not

Page 102

1 removed. So UCSF tag was still on it.
2 Q. But you brought it here with you from
3 UCSF?
4 A. All of the equipment I brought with me
5 from UCSF, because actually when they transfer to
6 you, relinquish the right to the PIs, which most
7 universities would do. They remove the tag.
8 However, one of the equipment they forgot to
9 remove or failed to remove, the tag will still be
10 on the equipment.
11 Q. The startup equipment you would not
12 have brought here with you? That's something you
13 would have gotten once you got here?
14 A. Awarded to me as a condition for me to
15 transfer.
16 Q. I get that. But I'm just asking,
17 startup equipment would be equipment that you got
18 once you got here by way of startup funds?
19 A. Yes.
20 Q. What is "Paddock"? There is a label
21 under this that says "Paddock" on some of the
22 equipment.
23 A. Actually, those are -- I bought from
24 Dr. Paddock. Dr. Paddock also let me have -- he
25 actually had his own company as a faculty of MUSC.

Page 103

1 So that's James Norris himself. So when he left,
2 the equipment move with him. However, he retire.
3 He has no use of it. And actually, he sold to me.
4 So that was...
5 Q. So Paddock just means that's from a
6 former professor at MUSC?
7 A. Correct.
8 Q. That you bought the equipment from
9 him?
10 A. Correct.
11 Q. I'm just trying to figure out what the
12 label is.
13 A. That's what tells you the equipment
14 follows the person. It belongs with a person.
15 Q. What about "Arrigo"? So there's some
16 on there that say -- I assume that's like Paddock.
17 It's A-r-r-i-g-o.
18 A. Where?
19 Q. If you read on down that "Funding"
20 column, you see some that say "Arrigo,"
21 A-r-r-i-g-o. Is that a former MUSC professor,
22 like Paddock?
23 A. No. Arrigo is -- I think was -- I do
24 not remember. Actually, I can't remember, but I
25 don't think Arrigo was a person at MUSC.

Page 104

1 Q. Then some are labeled "Vector Core."
2 I presume that means they were --
3 A. Vector Core equipment.
4 Q. -- that equipment -- let me finish my
5 question, Dr. Dong.
6 I presume that is equipment that was
7 purchased with Vector Core grant funds?
8 A. Correct.
9 Q. Do you have any idea why the Vector
10 Core equipment all seems to have an MUSC tag
11 number and most of the other stuff doesn't? Any
12 idea?
13 A. Because I applied Vector Core on
14 behalf of MUSC. I was at MUSC. For example, you
15 apply the grant at UCSF; in addition to my name,
16 there's also UCSF on it.
17 Q. If you go over to the second page of
18 this list, Dr. Dong, there's some on there that
19 say "GenPhar." So under that same column, the
20 "Funding" column, there are some that show
21 GenPhar.
22 A. Right.
23 Q. I don't know. So that's why I'm
24 asking. Why would some of them be labeled
25 GenPhar?

Page 105

1 A. Some of them, actually, the funding is
2 provided by GenPhar on my behalf. For example,
3 computer is most difficult equipment to adjust --
4 to justify in the academic grant because most
5 people like to buy computers actually. So
6 instead, simplify the process, GenPhar provide the
7 money for me to buy the computer. So that's one
8 of the top-line computer at the time.
9 Q. If I see GenPhar, that, to me, as a
10 layperson, not knowing how grants work, that would
11 indicate to me that that piece of equipment was
12 purchased by way of monies given to MUSC by
13 GenPhar --
14 A. Under my name, correct.
15 Q. -- correct?
16 A. Yes.
17 Q. On that same page, if you go down
18 about the middle of the page, Dr. Dong, there's
19 some that have a very weird tag that say "TOR
20 Core=3," and then "DongNIH=4."
21 Do you know -- I'm on the second page.
22 A. Those are -- that's what I'm saying,
23 Vector Core is for several grants. So actually,
24 this is internal designation which grants coming
25 from. Regardless, those my money, my funding

Page 106 1 bought under my name. 2 Actually, so there is meaningless for 3 you or any layman. It's -- the equipment is mine, 4 bought under my name, but originally there may be 5 designation to trace which grant that money coming 6 from. So you are not supposed to mix the grants 7 by spending grants on different research projects. 8 That's just a designation at that time. 9 For the purpose of this contract, it 10 is meaningless. But at that time, yes, there is 11 meaning for which grants that equipment came from, 12 so that equipment will be charged to that grant 13 and serve the purpose for that grant specifically, 14 predominantly. 15 Vector Core is generally used on 16 facilities, or can be served for multiple grants. 17 MR. CONLEY: Let's take about 18 45 minutes for lunch, and then we'll come back. 19 This is a good point to take a break. 20 (A lunch recess was taken.) 21 MR. CONLEY: Back on the record. 22 BY MR. CONLEY: 23 Q. Do you still have the exhibit in front 24 of you, Dr. Dong? 25 A. Yes, I do.	Page 108 1 and also blocked my email, Homeroom. So I 2 completely blocked from my function as a 3 professor. That's part of the breach. 4 Q. The next paragraph down is a 5 one-sentence paragraph that says: "During this 6 period, Dr. Dong may use the title, quote, 7 'Director of Biotherapeutics and Vaccine 8 Development,'" end quote. 9 After you entered into this agreement 10 with MUSC did you use that title any longer? 11 A. I don't remember, but that's the part 12 of the agreement. Because as a condition, 13 actually have to expand my research area, and, in 14 a way, actually for the benefit of MUSC, so I can 15 differentiate my research area from those being 16 taken away from me by James Norris. 17 Q. Sitting here today, do you ever recall 18 using that title after you entered into the 19 agreement? 20 A. I can't remember, but I did get, in 21 fact, research grant in the amount of \$4.5 million 22 by MUSC and was denied by Steven Lanier, which 23 actually one of the conditions, at least presented 24 to me, if I get more grants, I would be back for 25 MUSC.
Page 107 1 Q. Great. We're going to go back to 2 Exhibit 1, which is the agreement itself, not the 3 list of property, Dr. Dong. I'll skip through 4 here and ask you a few questions that I jumped 5 over initially. 6 So if you can first go to Page 2 of 7 the agreement, the second paragraph on that page 8 says: "Dr. Dong agrees to carry his customary 9 share of teaching, lecturing, and instructional 10 responsibilities as assigned and communicated to 11 him in writing by the chairman of each 12 department." 13 My question is after you entered into 14 this agreement with MUSC, did you do any more 15 teaching, lecturing, or what you and I might call 16 instruction down at MUSC? 17 A. I was blocked. Actually, that was 18 part of the violation of the agreement, because I 19 was presented I could continue my research, 20 teaching, because my whole career was being a 21 professor, and then I was deleted from the 22 department website, and I was given no access to 23 any graduate students or candidates. 24 I blocked from attending any of the 25 faculty meetings and any function, for example,	Page 109 1 Q. If you look down at the fifth 2 paragraph, it starts with: "Dr. Dong agrees and 3 commits." 4 It says: "Dr. Dong agrees and commits 5 to submitting an irrevocable letter of resignation 6 no later than March 31, 2021." 7 You and I would agree that letter -- 8 such a letter was never submitted by you, right? 9 A. No, because I could not apply for any 10 job. I had been professor, and entire ability of 11 my scientific career had been abruptly stopped. 12 Q. Go over to the next page, Page 3. The 13 next page, Dr. Dong, Page 3. I think you're still 14 on Page 2, sir. Page 3, fourth paragraph down. I 15 asked you about this earlier, but I'll circle back 16 to it. It's a one-sentence paragraph. 17 It says: "The university will 18 continue to provide the customary physical support 19 and oversight for research awards received through 20 MUSC in the division of basic science?" 21 A. They never did. 22 Q. My question is you just mentioned some 23 type of one -- excuse me, \$4.5 million grant you 24 received. Is that something that MUSC agreed to 25 provide physical support and oversight for, or did

Page 110

1 they say they would not do that?

2 A. They agreed to support and provide.

3 And actually, it was one of the conditions

4 presented to me: If I get more grant for MUSC,

5 they will definitely support.

6 Q. My question is the \$4.5 million grant

7 you mentioned, was that an NIH grant?

8 A. Yes.

9 Q. Were you actually awarded the grant?

10 A. Yes.

11 Q. Do you remember what year and month it

12 was, Dr. Dong?

13 A. I could not. That's why, actually, I

14 wanted the more material, discovery material.

15 None of this I could give you the exact date.

16 Q. I presume it was after you entered

17 into the agreement, you were awarded this NIH

18 grant, correct?

19 A. Yes. As a part of the agreement, they

20 will provide -- basically, not only accept the

21 grants, but they provide administrative management

22 of grants. That's part of the essential

23 components for anybody, professor, to receive NIH

24 grants.

25 Q. Go to the bottom paragraph on the same

Page 111

1 page, Dr. Dong. It says: "Dr. Dong's access to

2 campus facilities and their use shall not be

3 limited during his remaining years of employment."

4 I think you've already told me earlier

5 they did limit your access to campus facilities

6 and such, right?

7 A. They didn't give me any access.

8 Q. Just so I know the timeline, when you

9 say they didn't give you any access, did they cut

10 your access off immediately upon you signing this

11 agreement, or was it sometime after --

12 A. They -- they --

13 Q. Let me finish. You will get to

14 answer.

15 -- or was it sometime after -- weeks

16 or months after you signed the agreement that they

17 cut off all your access to facilities and email?

18 A. They cut off my -- all my access to my

19 research laboratory, to my office, to my material,

20 to my personnel basically by locking me out and

21 changing the locks. Never done to any faculty

22 member at MUSC, not -- there was a precedence at

23 any university, especially funded by -- faculty

24 member is funded by NIH.

25 They are obligated to support me, to

Page 112

1 support my research. As part of my agreement, I

2 was receiving NIH grants. Actually, that's not

3 only violation of all faculty rules; they also

4 violate the regulations with NIH, the admission.

5 If I was mean-spirited, I would file

6 report with NIH, and all of their grants will be

7 under review and would be freezed. So actually, I

8 was never intending to harm MUSC in any way. I

9 was only interested to continue my research.

10 Q. My question was when did they cut off

11 your access? You said they cut it off. I'm just

12 trying to figure out when, Dr. Dong. Was it

13 immediately upon you signing the agreement, or was

14 it weeks or months after that they cut off your

15 access to your lab and to email? I'm trying to

16 figure out when it occurred, not why or how, but

17 when.

18 A. That was before we sign agreement.

19 That's why, actually, I reached the agreement, try

20 to reinitiate my research.

21 Q. Maybe this will help me. Before you

22 signed the agreement, had you already been -- I'll

23 use the word "locked out" --

24 A. Yes.

25 Q. Dr. Dong, you've got -- for the court

Page 113

1 reporter's benefit, you have to let me finish my

2 questions. You're going to know when I finish my

3 questions.

4 A. Go ahead.

5 Q. Let me finish. I'll let you give

6 whatever answer you want to give. But you have to

7 let me -- it's becoming very difficult for the

8 court reporter. I'm not going to interrupt you.

9 Just don't interrupt me.

10 Was it before you signed the agreement

11 that they -- I'll use the word "locked" you out of

12 your lab?

13 A. Yes.

14 Q. Before May 3rd, 2010, you had already

15 been locked out of your laboratory?

16 A. Correct.

17 Q. After you signed the agreement, they

18 never gave you renewed access to your laboratory?

19 A. Correct.

20 Q. It continued? In other words, the

21 lack of access continued?

22 A. Right. Part of the agreement is to

23 give me back my research ability, give me access

24 to my equipment, personnel, funding, but they

25 actually continued the lockout. Once the signed

Page 114 1 agreement, that they -- they thought they were 2 done, actually they asked me to chasing -- 3 whatever, chasing tails, and I go around, talk to 4 everybody supposedly being charged, and they will 5 say I will report. I will do -- I'll find out 6 what I need to do next. 7 So they were basically stonewalling 8 me. They did not give me any access to my 9 research laboratory, and I was -- happen before, 10 actually. 11 Q. After you signed the agreement, were 12 you ever given access to your office again? 13 A. No. 14 Q. Was your access to your office cut off 15 before you signed the agreement? 16 A. Yes. The agreement, it was to 17 re-allow me to enter my office and my research 18 material. They never did. 19 Q. I wasn't there when all of this 20 happened, so I'm trying to educate myself here a 21 little bit by way of this. 22 What I hear you telling me is after 23 you signed this agreement on May 3rd, 2010, MUSC 24 never allowed you access again ever to your office 25 or your lab space?	Page 116 1 also protocols and everything was stored. 2 Q. What I hear you saying is you're 3 unsure whether your email was cut off before you 4 entered the agreement or sometime after; is that 5 right? 6 A. That's correct. 7 Q. You're unsure? 8 A. The actual only the email part of it, 9 but the most of the information, my laboratory, 10 technical information, everything else stored in 11 Homeroom, but I was stopped. 12 Q. When was your Homeroom access cut off, 13 before or after you entered into the agreement? 14 A. I could not remember, but everything 15 was cut off without a notice. I suddenly realize 16 I don't have anything. Although, I could make a 17 copy, but I don't know technically how to do that 18 at the time. It was all -- I got a so-called IT 19 support from MUSC, but at least they cut off my -- 20 all my access to MUSC's system. 21 Q. When your access to your lab and 22 office were cut off to you, did that also cut you 23 off from your logbooks and things of that nature? 24 A. Yes, everything. 25 Q. Meaning all of your materials,
Page 115 1 A. That's correct. 2 Q. Did they ever allow you -- that's a 3 bad way to ask. 4 By way of not allowing you access to 5 your lab space and your office again, did that 6 same prohibition on access cut you off from access 7 to your -- to other material that might have been 8 yours, equipment, that sort of thing? 9 A. That's everything I have. That was in 10 my laboratory and in my office and also my core 11 facilities, my collaborations, my teaching 12 ability, my research ability, and also my 13 communications. 14 I lost contact with all my colleagues 15 throughout the university. I don't remember the 16 email address, and I can't contact anybody once 17 they turn off my email system. 18 Q. Let's talk about your email for a 19 minute. Was your email access cut off before or 20 after you signed the agreement? 21 A. I could not remember clearly, but I 22 think there was a period of time during this I'm 23 supposedly working at MUSC, but actually at the 24 time they already cut off my Homeroom. Because 25 that's where a lot of my research documents and	Page 117 1 documents, paperwork, that would have all been in 2 your lab and office; is that right? 3 A. As well, in the Homeroom. 4 Q. I understand. 5 A. Correct. It was all stored. 6 Q. After you signed the agreement, just 7 for clarification, no one ever allowed you to go 8 back into your office or lab space after that? 9 A. Correct. 10 Q. This is just by way of a question from 11 me. Do you even know whether MUSC still has your 12 lab books and that kind of documentation that was 13 in your office when you were locked out? Do you 14 even know if they still have it? 15 A. That would be a requirement for 16 documents to produce. 17 Q. I'm not asking you about requirements. 18 I'm asking whether you know if they do or don't 19 still have them. It may be you just don't know. 20 A. I don't know. I have no access to it. 21 How do I know what they did to it? I know they 22 continued to publish using the material I have. 23 That's all my technology. They continue using it 24 in periodicals and publications, continue using 25 them to apply for grants. Those are my material.

Page 118 1 My research projects. 2 Q. Dr. Dong, if you look at your -- just, 3 if you turn back to the first page of that 4 document, and I'll direct you where to go. First 5 page of the whole document, I'm sorry. Dr. Dong, 6 just flip the whole thing over back to the first 7 page. 8 Now go to the second page of your 9 complaint, Dr. Dong. No, that's not the 10 complaint. That's just the cover. Keep going. 11 That's the first page of it. Now go to the second 12 page. Go down to that Subparagraph F, and read 13 that for me. And then I have a couple of 14 questions for you. 15 (The witness reviews the document, as 16 requested.) 17 THE WITNESS: Yes. 18 BY MR. CONLEY: 19 Q. So that paragraph appears to have a 20 claim that's unrelated to the written agreement 21 we've been talking about. If that's the case, can 22 you explain the allegation in Paragraph F to me? 23 I'm not sure I really understand it. 24 A. I think this was suggested by the 25 attorney.	Page 120 1 company, he has -- need a majority of shares. 2 Whatever the agreement he made between 3 him and MUSC, MUSC transferred all MUSC shares to 4 the German investor, and that will be including 5 1/3 of my share awarding to FRD and MUSC, because 6 based on the faculty agreement, when there is a 7 contract -- commercial contract signed with a 8 commercial company, there is a formula to divide 9 the income. 10 So not actually only they give the 11 entire MUSC portion to the German national, but 12 also including my 1/3 of the share obtained from 13 MUSC in order for the German to majority control, 14 and then complete disrupt the -- so he can better 15 fight the other investors and seeking control of 16 the company. 17 And it turn out even with the MUSC 18 shares he didn't have the majority. So that's -- 19 and then actually once he had control, not only I 20 was kicked out from MUSC, I was also kicked out 21 from GenPhar. So I have no place to go. I had no 22 place to go. 23 Q. This transfer of shares you're 24 discussing, did that occur before or after you 25 signed this agreement with MUSC?
Page 119 1 Q. Wait just a minute. Don't tell me 2 anything that your lawyers have ever said to you. 3 Anything your lawyers have talked to you about or 4 said to you, that's privileged information. I 5 don't want to know about it. I don't want you to 6 tell me. 7 A. I appreciate it. There was a time 8 actually MUSC actually actively interfered. Not 9 only block my position, but actually interfered my 10 position at GenPhar to allow me continuing my 11 research actually at the time, because there was 12 agreement. I was a consultant. Although, I 13 didn't have my research equipment and everything 14 else. 15 So actually, the MUSC FRD obtained 16 some shares -- actually, it's options from 17 GenPhar. By agreement, I will have 1/3 of those 18 shares, and the 2/3 I think goes to FRD and goes 19 to the department, the value. 20 And then actually, for whatever the 21 agreement, a German national, he was later 22 investor, he actually purchase some shares, and he 23 got participate a few other investors saying he 24 was going to invest more, but -- and then he 25 was -- in order for him to get control of the	Page 121 1 A. After I signed the agreement. 2 Q. After you signed the agreement? 3 A. Yes. But MUSC still hold their shares 4 through my so-called helping FRD to start the 5 company, provide technologies and consulting to 6 the company, and for that FRD actually got 7 significant amount of shares. 8 Q. So, in other words, generally, what I 9 hear you saying is after you entered into this 10 agreement you and I have been talking about today, 11 MUSC transferred whatever shares the FRD held in 12 GenPhar to this German national; is that right? 13 A. Correct. 14 Q. And what you're telling me is that 1/3 15 of whatever -- however many shares MUSC 16 transferred to the German national, 1/3 of their 17 shares, according to you, didn't really belong to 18 MUSC at that point; they belonged to you? 19 A. No. No. It's the -- there was a rule 20 at MUSC -- rules how to encourage faculties to 21 sponsor biotech companies. I wasn't the only one, 22 but I was one of a few that was successful, 23 including James Norris himself. He has his own 24 company. Also Yusuf Hannun and other members in 25 other departments. There are multiple faculty

Page 122 1 members started companies. 2 There was a university policy and 3 formulation, how the benefit derived from 4 commercial companies divided within university, 5 including the person who actually contribute the 6 technology computation. There was a formulation 7 how much share, how much percentage the person 8 get. 9 Q. What I hear you saying is there is a 10 percentage of whatever shares MUSC gave to this 11 German national that actually under MUSC's rules 12 should have belonged to you, not MUSC? 13 A. Not only damages done to me, 14 because -- 15 Q. I'm just asking you if my 16 understanding is correct. I'm not asking if you 17 were damaged by it. Is that correct? Are you 18 claiming that a piece of these shares moved -- 19 given back to this German national actually belong 20 to you and not MUSC? Is that what I hear you 21 saying? 22 A. If you will let me make my statement, 23 and I think we'll be better off in many ways. 24 Q. Go ahead. 25 A. Based on -- that's what I said, based	Page 124 1 research at GenPhar. 2 Q. Did GenPhar eventually kick you out? 3 A. During that period of time, GenPhar 4 was kick -- did kick me out. 5 Q. What period of time are we talking 6 about? 7 A. I don't remember. That's why, 8 actually, I need to get the documents from MUSC to 9 document what kind of agreement it made or 10 actually the timeframe they made. 11 Q. Did you continue to do work for 12 GenPhar after you signed this agreement 2010? 13 A. I was on a consulting role. They 14 allowed me to do the research, but I have nothing 15 else to do but to continue my consulting with 16 GenPhar so I can have a position. 17 Q. Was there ever a time when you were 18 the CEO of GenPhar? 19 A. No. Actually, at the end when 20 everybody left, so they have to be a person 21 carrying the name, but during this entire process 22 the company was run by chairman of the board, 23 which is Steve Hutchinson, also who was the CEO, 24 and once after the -- they started fighting, 25 actually installed the guy. It was Kevin Die
Page 123 1 on MUSC formulation, the benefit to faculties, 2 there is a percentage share owned by MUSC will be 3 awarded to the person who will be responsible for 4 the income by MUSC. 5 So based on that formulation and that 6 policy of MUSC, I wasn't the only faculty members 7 to benefit the shares of the financial income from 8 a company that I consulting with, helped to start. 9 So that share should be mine, awarded 10 from MUSC. Just like salary I awarded from MUSC 11 or bonus I awarded from MUSC, that will be mine. 12 Q. How many shares were supposed to be 13 yours? Do you know? 14 A. I don't know. So I never got it. But 15 the damage to me was not only the value of the 16 shares, but actually they use my share, the 17 percentage of share I brought to MUSC, to 18 participate a conspiracy for one of the investors 19 to fire the other investors and then in order to 20 seek control of the company. 21 Of course, I was on the side of the 22 company as well, so they can kick me out of the 23 company as well. So basically, I left not only 24 not be able to continue my research at MUSC, but 25 also actually block me from continuing my job, my	Page 125 1 (sic), who was the CEO. 2 Once, after the fight, everybody is 3 gone, there is no CEO -- no official CEO. I was 4 only functioning as the principle investor, but 5 one -- actually, there was somebody even sign, for 6 example, lease agreement, anything else. Because 7 I was the sole principal investigator, I signed 8 it, but I was never officially named by the board 9 CEO or otherwise. 10 I was the chief scientific officer as 11 a consultant, and also at the time GenPhar insists 12 on me being the president, which is only title, 13 and that was rejected by FRD. So they didn't want 14 me to have any non-scientific function because I 15 could not function as non-scientist. I do not do 16 any -- even at MUSC, I am treated role is through 17 business management. I never manage money. I 18 never manage role in regulatory affairs. Only 19 science. 20 Q. You never managed money at GenPhar? 21 A. No. I don't sign checks. I don't 22 review grants. I don't review accounts. It's all 23 so-called insulated from me. 24 Q. Did you ever send letters to investors 25 about the finance status of GenPhar?

Page 126

1 A. Yes. I was the only person left as
2 the -- to -- actually, as the secretary or
3 business manager, draft the financial report with
4 approval of Steve Hutchinson, and I will be the
5 one sign it because Steve Hutchinson officially
6 resigned as the agreement between the investor
7 disputes.
8 So neither party actually owned the
9 company, could not install anybody in the company
10 except the management the grants that's report by
11 the Department of Defense and NIH.
12 Q. Did you oversee the building of
13 GenPhar's new construction building over in Mount
14 Pleasant?
15 A. I wasn't, because I was the scientist,
16 but there was -- no one else was there as the
17 general contractor oversees it. So actually, I
18 was -- I would have input only for the scientific
19 requirement, and I was the -- solely responsible
20 designing the clean rooms, the research
21 laboratories for DoD, but other than that I have
22 no knowledge of any construction or no expertise
23 how they do construction.
24 Q. Do you know Deborah Owens?
25 A. Deborah Owens was the finance manager

Page 127

1 of the company.
2 Q. Do you know Elaine van Borst?
3 A. Elaine van Borst was the part-time
4 secretary who was the whistleblower, and also the
5 internal accounting. So all of the accounting was
6 done by accounting firm, audited by another firm,
7 all hired by the board. That's their money. They
8 got to watch for it.
9 All of the financials, still actually
10 Steve Hutchinson was the person out of Wall
11 Street. He is the financial person. So even he
12 superficial resign. He was still not after he
13 hired the auditing firm and select the CPA
14 accounting firms on behalf the investors.
15 Q. Did the Fourth Circuit Court of
16 Appeals recently affirm your conviction?
17 A. Yes. But actually, they only looking
18 for one issue at a time. So they vacate the
19 financial penalty against me.
20 Q. Did they affirm Judge Norton's
21 conviction of you?
22 A. Yes. They didn't -- basically did not
23 review it. And those actually have no relevance
24 whatsoever. They're years after, and those --
25 Judge Toal have more information than I do and

Page 128

1 made several comments that's not true.
2 So actually, the indictment
3 was unsealed I think early 2015. Before it
4 unsealed is a felony of anybody who disclose it.
5 I don't think United States Attorney will --
6 would, but they could. This goes to MUSC before
7 even I knew it.
8 So actually, there is a year limit, a
9 nine-months limit -- time limit for speedy trial.
10 So it's about a year in 2015. That's years after.
11 I will never sign agreement if there's a problem
12 at GenPhar. So those all -- first of all, is
13 irrelevant. Second of all, they're excuses to
14 they breach the contract years after the contract
15 has been breached. Those have no relevance
16 whatsoever.
17 It has relevance because they push me
18 to GenPhar, and they have to find somebody
19 responsible, because I was the principal
20 investigator on those contracts. They prosecute
21 the company for using money inconsistent with the
22 terms and conditions of the contract by building a
23 facility.
24 What benefit do I get out of it? What
25 is the violation of contract terms, conditions

Page 129

1 become criminal? So we can't litigate those, and
2 we should not be actually include that
3 information. Completely irrelevant to this case.
4 Q. What about the illegal campaign
5 contributions you were found guilty of? Did you
6 have any involvement in those campaign
7 contributions to Lindsey Graham?
8 A. Yes. That's also years after.
9 Q. Tell me about that. What involvement
10 did you have in those?
11 A. No. Actually, it's from the same
12 German person. I was on the -- he wanted to -- in
13 addition to the auditing done by the company, he
14 wanted additional auditing by himself, and he want
15 the company -- he initially want the company to
16 pay for the auditing. The existing investor did
17 not agree. So in order for me to compromise
18 between the investors, because they are the key
19 control interest of a company, so I agree for him
20 to do his auditing, but he also agreed to pay for
21 it.
22 Once the actual -- also, there is a
23 time while I was on the around-world travel, paid
24 by a family member, and I was costing \$90,000 for
25 my wife and on the charter flight. It's travel

Page 130 1 around the world. So he wanted me to answer the 2 question. I said could you -- to make a long 3 story short, could you wait until I come back, 4 because this lifetime event and cost \$90,000. He 5 said, Don't worry about it; I'll pay for it. 6 He's a billionaire himself, all right. 7 So once the dispute come about, he said he would 8 not pay for it. He only pay 40 percent, 9 50 percent of cost, which equivalent to \$35,000, 10 and he did not want to reimburse the company. He 11 said, That's reimbursement for you to take the 12 time around-the-world travel since he said so. 13 But I did not think that the auditing 14 was for the company regardless who wanted to do 15 it, so I did not think it was appropriate for me 16 to take \$35,000. At the same time, the consultant 17 for government relationship set up by Jerry 18 Zucker, which also multibillionaire locally, as a 19 requirement, we have to hire this law firm, the 20 consulting firm to so-called establish government 21 relationship. I was signed it. I never wanted 22 to. 23 The consultant form asked me to 24 contribute to Lyndsey Graham's contribution. I 25 said, Why don't you do it? He said, We can't do Page 131 1 it anymore because we're going to -- because April 2 month of the event. So there is overzealous 3 looking for the law firms who make a contribution 4 on behalf of the others. So he can't do it. 5 So I would say, Okay, I will write a 6 check, because that's was given to me personally 7 by this German investors. So I had to say, Well, 8 okay, I'll just donate this for Lyndsey Graham, 9 because I was asked to donate Lyndsey Graham. I 10 did not think was a profit for me personally take 11 the money, because the auditing is behalf of 12 company. 13 And that money was returned from my, 14 saying demand -- exceed the limits, your limit. 15 So I thought there was -- each person out of 16 communist China, I thought because you buy me 17 flowers there is quantant (sic), and everybody live 18 by quantant. I thought I reached my quantant. And 19 I said, We have a company. I said, Everybody else 20 has contributes to Lyndsey Graham. They said, No. 21 I say, Okay, if you support Lyndsey Graham because 22 he support our contract about defense program, he 23 support Department of Defense, support our defense 24 grant, if he agree, you can take the money, talk 25 to Katie and make contribution.	Page 132 1 I didn't know that was over the limit, 2 was so-called legal limit, and then the -- by 3 giving the money to the other people, that's 4 called straw-whatever donation. So I was 5 convicted for contribution using strawman. I have 6 no -- I think the criminal has to be mens rea. 7 You have to have intention to break the -- no -- 8 the violation of the law. I did not. I wasn't a 9 political person. 10 So I just -- money was given to me by 11 the German investor that actually tried to -- I 12 was the conduit for foreign invest contribution, 13 and there is clear agreement he is giving the 14 money to me personally to compensate me 15 personally, but that's just how the conviction 16 occurred. 17 It had nothing to do with -- that also 18 happened years, years after the breach of 19 contract. Have nothing to do with anything. If I 20 didn't sign agreement, go to GenPhar, nothing like 21 this would happen to me because I wasn't manager 22 at any time. I have no experience in managing a 23 company, political contribution, I have none. 24 Q. It looks like the political 25 contributions were all made years before the Page 133 1 agreement was signed. 2 A. No, it could not be. 3 Q. I'm seeing lobbying fees going all the 4 way back to 2007 as part of your charges. 5 A. That's not my -- lobbying fee is 6 not -- actually, it's the political agreement was 7 as set up by Jerry Zucker. I have nothing to do 8 with the company. They call it lobbying fee, but 9 that's the government relation consultant company. 10 That's what presented. The company called 11 American Defense. So I am no knowledge whatsoever 12 about what's at the time. And I only learn new 13 word, lobbyist, why they called lobbyist. 14 When I receiving the company that, 15 actually, is the word in place. It was set up by 16 Jerry Zucker through one of his friends, I think, 17 Ben Sasse. He was deputy secretary for Reagan. 18 I'm talking about beyond my knowledge. 19 That's just -- to me, that's rumor. All I know is 20 the company called American Defense. It 21 supposedly have the business as to how to breach 22 the gap between defense companies and the 23 Department of Defense. 24 Q. Is Vaxima, Inc. still in operation, 25 Dr. Dong?
---	--

Page 134

1 A. No. It was just a paper company.
2 When I was kicked out from GenPhar, I was -- I
3 thought I failed MUSC because the -- there was
4 no -- I was charged to start a biotech company and
5 bring high-paid jobs to South Carolina. And Ray
6 Greenberg specifically had a conversation with me,
7 who was the president of the university. So I
8 thought I failed, and I tried to start another
9 one, but basically I could not raise a single
10 dollar in terms of funding.
11 But then the -- after the two parts
12 are fighting, we -- actually, they brought me back
13 to in charge of the assignment. They know they
14 could not -- neither party could do it. So they
15 brought me back.
16 So that was -- Vaxima was basically
17 incorporated, become a subsidiary of GenPhar, only
18 they call it service division, which only using
19 GenPhar's technology to serve other companies, and
20 the companies never exist as individual company or
21 actually have a single dollar investment, but just
22 become a name under GenPhar to provide a service
23 to other companies.
24 Because GenPhar is a product
25 development company, and when you have product

Page 135

1 development, you can't do service for the other
2 clients because they afraid you may use their
3 technology to help your products. So you have to
4 have a separate entity and agreement that
5 technologies never transfer.
6 There is also no relevance whatsoever
7 to the current case. The only relevance is if I
8 wasn't pushed to GenPhar with the -- they take my
9 research and material and push to GenPhar, I would
10 never be in trouble.
11 Q. What do you mean push you to GenPhar?
12 A. Of course, this agreement, because
13 they took away all my research. The only
14 opportunity for me to -- and being enticed to a
15 cool-down period. At the time my only concern is
16 my academic career.
17 I agreed on everything in order for me
18 to continue my research. That's my livelihood.
19 That's my career. Everything depend on it. So I
20 agree to everything in rush in order for me to
21 continue my research. Not only threw away my
22 research, actually they try to block me from doing
23 my research at GenPhar and also actually as a
24 result and I'm being the only person in charge,
25 because everybody officially resign.

Page 136

1 Q. Your relationship to GenPhar goes all
2 the way back to 2002, right?
3 A. That's under the contract of FRD and
4 GenPhar. It was on behalf of MUSC. So I always
5 been full-time professor. That's -- actually, all
6 the other faculty members doing the same.
7 University encourage faculty members
8 to sponsor biotechnology. It's not only MUSC.
9 It's all over the country, exemplified by MIT,
10 Hopkins, UCSF. Of course, Massachusetts is the
11 hotspot biotech companies. And of course,
12 California is hotspot biotech companies. So
13 that's all national trend, and they actually tried
14 to mimic UCSF.
15 UCSF got more than \$300 million a year
16 from industry support, a lot more than
17 \$300 million. At the time it was \$300 million
18 from NIH. And the common saying is there's almost
19 same or twice the amount from industry. So many
20 universities try to mimic, and also it was the
21 initiative of high-tech university under the
22 government. That's actually the single purpose I
23 was recruited to MUSC, and I think Ken Roozen can
24 testify to it.
25 (Exhibit 2, 3/14/11 Letter to Dr. Dong

Page 137

1 from MUSC, marked for identification.)
2 BY MR. CONLEY:
3 Q. Dr. Dong, I'll hand you what I've
4 marked as Exhibit 2 and ask you to take a look at
5 it, please.
6 A. This letter is fake in a way because
7 this person actually was regarded one of the
8 worst, whatever, the vice president of affairs at
9 MUSC. She didn't last long. She had no
10 involvement from the beginning to the end, but she
11 took responsibility. Inventory was done by her.
12 No, it was done by Steven Lanier, long before this
13 agreement was signed. This is a false statement.
14 Q. Did you receive this letter, which is
15 Defendant's Exhibit 2?
16 A. I believe I might. I might. I can't
17 remember.
18 Q. Did you attend this inventory that
19 occurred March 24th and 25th?
20 A. Which year is this?
21 Q. It says "March 14, 2011," Dr. Dong.
22 A. No, I was never asked.
23 Q. My question is simply this: Did you
24 attend in any shape, form, or fashion an inventory
25 on either March 24th or March 25th, 2011?

Page 138 1 A. No. I don't remember. 2 Q. Well, that's different. My question 3 is -- you need to tell me you either didn't attend 4 or you don't remember whether you attended. 5 A. I don't remember there was ever a 6 requirement, and also I do not remember. The -- 7 actually, the inventory was done long before she 8 was the, whatever, with medical. I never met her. 9 I never -- and she sent this letter, was 10 completely false, based on false information. 11 Q. Dr. Dong, my question is about 12 March 24th and 25, 2011: Did you attend on either 13 of those days any kind of inventory related to 14 your materials or equipment? You either did, you 15 didn't, or you don't remember. 16 A. I don't remember. 17 Q. Thank you. 18 A. Likely, I didn't, but if I did, I 19 would remember it. Where was this letter sent to, 20 this confirmation -- confidential information 21 supposedly? The only person I could recognize 22 this name is Steve Lanier. He's the one under the 23 false statement of inventory. 24 What is the reason for inventory? 25 It's not after I leave -- I left, but this is	Page 140 1 there, they already break the locks, and they are 2 actually in process of transfer everything out, 3 but they are not doing any inventory. They just 4 took the material out of those freezers and 5 transferred somewhere else so they would not be in 6 that location anymore. 7 Those keys already -- those actually 8 locks already being broken. I don't know when, 9 but clearly they did not need me, didn't need the 10 key. So I was standing there. Actually, no one 11 talked to me, and so... 12 Q. So you didn't stay for the entire 13 event; is that right? You left? 14 A. Correct, but that's the -- outside the 15 agreement. Why do I -- because they -- first of 16 all, they only -- I was informed, I do remember, 17 informed to bring the key. 18 Q. Your position is as of 19 March 24th/25th, when this inventory occurred, I 20 think what I heard, your position is MUSC had 21 already breached the agreement at that point? 22 A. Of course. Have nothing to do with 23 it. They are not transferring material to me, and 24 they said they are going to do inventory because 25 they -- first of all, they removed all of my
Page 139 1 already long past the -- over due of the transfer 2 of the document -- the material documents. They 3 just follow up to cover up for their actions. 4 (Exhibit 3, Email Correspondence, re: 5 Inventory of Laboratory Material, marked for 6 identification.) 7 BY MR. CONLEY: 8 Q. Let me ask you to take a look at 9 Defendant's Exhibit Number 3 for me, Dr. Dong. 10 A. Oh, I remember the event, but that's 11 long after they breached the contract. 12 Q. Tell me what you remember about the 13 event. That's what I want to ask you about. 14 A. They actually wanted me to bring the 15 keys. They ask me to bring the keys to the 16 freezers, but when I got there they already break 17 up the freezer and everything else. 18 Q. Why did they want you to bring the 19 keys to the freezer, Dr. Dong? 20 A. Because the freezer belongs to me. It 21 was locked, but the -- first of all, they removed 22 the freezer. So I have no access to my freezers. 23 So immaterial. 24 They locked into a separate room. 25 They asked me to bring the keys, but when I got	Page 141 1 equipment freezers to a secret location, locked by 2 James Norris. So I -- with a key, I will not be 3 able to get access to it. Then they said they 4 were going to do inventory, asked me to bring the 5 keys, so in a way I will give them consent, but 6 when I got there, all of the locks had been long 7 broke. 8 (Exhibit 4, 9/20/11 Letter to Dr. Dong 9 from MUSC, marked for identification.) 10 MR. CONLEY: I hand you Defendant's 11 Exhibit 4, Dr. Dong. 12 THE WITNESS: So why -- first of all, 13 why is it you only have the documents your benefit 14 and you deny any of my documents? 15 MR. CONLEY: Because this is my 16 deposition, so I get to choose what documents I 17 want to ask you about. 18 THE WITNESS: But I don't have -- I 19 didn't have this document. 20 MR. CONLEY: Yes, you did. This was 21 produced to you, along with all of the others. 22 The Bates numbers on there indicate so. 23 THE WITNESS: It's 2011, right, a year 24 later -- September, a year and a half later. So 25 whatever happened to it is no relevance, but...

Page 142

1 This is absolutely false. Actually, I
2 would not be -- I would not know I was indicted by
3 2011. The indictment was -- actually, there is
4 sequential indictment within the months by the
5 same grand jury. Actually, each -- I was told
6 each indictment was only narrowed down. Instead
7 of superseding or adding more, they narrowed down
8 from broadly indictment from paying illegal aliens
9 to whatever. So no one actually saw the first and
10 second, except the third.
11 The only legally effective third
12 indictment should be 2013, all right. And there
13 was not unsealed until 20- -- late 2014 or early
14 2015. So there's nine-months period, based on
15 law, for speedy trial. Otherwise, they violate --
16 that's a constitutional violation. So there's no
17 way they knew it.
18 It is a felony violation by anybody if
19 disclose information, and there's no way they
20 would know 2011 there was indictment. I don't
21 believe this email -- this information is real or
22 just a coverup act.
23 BY MR. CONLEY:
24 Q. Did you receive Defendant's Exhibit 4?
25 A. I don't remember how they sent to me.

Page 143

1 Q. They mailed it to your address on
2 [REDACTED]. In September 2011, were you
3 living at [REDACTED] in [REDACTED]
4 [REDACTED]?
5 A. I think I was separated long before
6 that. I live in [REDACTED].
7 Q. Is that your testimony, you weren't
8 living at that address then?
9 A. I believe so, because I was separated
10 three years before my divorce.
11 (Exhibit 5, 9/29/11 Letter to Dr. Dong
12 from MUSC, marked for identification.)
13 BY MR. CONLEY:
14 Q. This is Defendant's Exhibit 5,
15 Dr. Dong. Take a look this Exhibit 5, Dr. Dong.
16 A. Whatever they are, revision is not
17 without my signature and is not -- is violating,
18 but if they say revised, but I wouldn't even read
19 -- I have not seen it, but I don't even need to
20 read it.
21 Q. You have never seen Defendant's
22 Exhibit 5?
23 A. No.
24 Q. Well, it's attached to your lawsuit,
25 Dr. Dong.

Page 144

1 A. Sorry?
2 Q. That same document is Exhibit 2 to
3 your lawsuit. You have, obviously, seen it
4 before. You must have seen it back in at least
5 2014, when you filed your lawsuit.
6 A. It was attached to my lawsuit?
7 Q. Yes, sir, it is. If you look at the
8 complaint, it's attached to it as Exhibit 2.
9 A. That's already after the agreement
10 been breached. What's the benefit? What's the
11 fact they put it on --
12 Q. I'm only asking if you recall
13 receiving the document, Dr. Dong. You either do
14 or you don't.
15 A. I do not, actually.
16 Q. Would you at least look at your
17 complaint and agree with me that that's Exhibit 2
18 to your complaint? It looks like the same
19 document to me.
20 (The witness reviews the document, as
21 requested.)
22 THE WITNESS: Yes, I see it.
23 BY MR. CONLEY:
24 Q. You filed your lawsuit September 2014,
25 right?

Page 145

1 A. That late?
2 Q. Yes, sir. Look at the filing date on
3 it.
4 A. I think I don't -- I can't remember
5 how exactly. I don't remember seeing it. But
6 actually, I do -- I know Allan Holmes got some
7 documents from MUSC as well.
8 MR. CONLEY: Let's take a short break.
9 (A recess was taken.)
10 MR. CONLEY: I don't have anything
11 further.
12 (The deposition was concluded at 2:23
13 p.m.)
14 (The witness, after having been advised
15 of the right to read and sign this transcript,
16 does not waive that right.)
17
18
19
20
21
22
23
24
25

Page 146		Page 148	
1	CERTIFICATE OF REPORTER	1	JIAN-YUN (JOHN) DONG, M.D., Ph.D. - Witness
2		2	johny.dong@me.com
3	I, Roxanne M. Easterwood, Registered	3	October 27, 2022
4	Professional Reporter and Notary Public for the	4	RE: Dong, MD, Jian- Yun (John) v. The Medical University Of
5	State of South Carolina at Large, do hereby		South Carolina
6	certify that the foregoing transcript is a true,	5	10/18/2022, Jian-Yun John Dong (#5516370)
7	accurate, and complete record.	6	The above-referenced transcript is available for
8	I further certify that I am neither	7	review.
9	related to nor counsel for any party to the cause	8	Within the applicable timeframe, the witness should
10	pending or interested in the events thereof.	9	read the testimony to verify its accuracy. If there are
11	Witness my hand, I have hereunto	10	any changes, the witness should note those with the
12	affixed my official seal this 18th day of October	11	reason, on the attached Errata Sheet.
13	2022 at Charleston, Charleston County, South	12	The witness should sign the Acknowledgment of
14	Carolina.	13	Deponent and Errata and return to the deposing attorney.
15		14	Copies should be sent to all counsel, and to Veritext at
16		15	cs-southeast@veritext.com.
17		16	
18		17	Return completed errata within 30 days from
19		18	receipt of testimony.
20		19	If the witness fails to do so within the time
21		20	allotted, the transcript may be used as if signed.
22		21	
23		22	Yours,
24		23	Veritext Legal Solutions
25		24	
25		25	

Page 147		Page 149	
1	I N D E X	1	Dong, MD, Jian- Yun (John) v. The Medical University Of South
2	Page Line		Carolina
3	JIAN-YUN (JOHN) DONG, M.D., 3 3	2	Jian-Yun John Dong (#5516370)
4	Ph.D.	3	E R R A T A S H E E T
5	EXAMINATION 3 5	4	PAGE__ LINE__ CHANGE__
6	BY MR. CONLEY	5	
7	CERTIFICATE OF REPORTER 146 1	6	REASON__
8		7	PAGE__ LINE__ CHANGE__
9	REQUESTED INFORMATION INDEX	8	
10	(No Information Requested)	9	REASON__
11		10	PAGE__ LINE__ CHANGE__
12	E X H I B I T S	11	
13	Page Line	12	REASON__
14	Exhibit 1, Civil Action, Dong 50 12	13	PAGE__ LINE__ CHANGE__
15	v. MUSC	14	
16	Exhibit 2, 3/14/11 Letter to 136 25	15	REASON__
17	Dr. Dong from MUSC	16	PAGE__ LINE__ CHANGE__
18	Exhibit 3, Email 139 4	17	
19	Correspondence, re: Inventory	18	REASON__
20	of Laboratory Material	19	PAGE__ LINE__ CHANGE__
21	Exhibit 4, 9/20/11 Letter to 141 8	20	
22	Dr. Dong from MUSC	21	REASON__
23	Exhibit 5, 9/29/11 Letter to 143 11	22	
24	Dr. Dong from MUSC	23	
25		24	Jian-Yun John Dong Date
25		25	

Jian-Yun (John) Dong , MD, PhD
Dong, MD, Jian- Yun (John) v. The Medical University Of South Carolina

October 18, 2022

ELECTRONICALLY FILED - 2023 Mar 31 11:26 AM - CHARLESTON - COMMON PLEAS - CASE#2016CP1006683

Page 150

1 Dong, MD, Jian- Yun (John) v. The Medical University Of South
Carolina

2 Jian-Yun John Dong (#5516370)

3 ACKNOWLEDGEMENT OF DEPONENT

4 I, Jian-Yun John Dong, do hereby declare that I
5 have read the foregoing transcript, I have made any
6 corrections, additions, or changes I deemed necessary as
7 noted above to be appended hereto, and that the same is
8 a true, correct and complete transcript of the testimony
9 given by me.

10

11 _____

12 Jian-Yun John Dong Date

13 *If notary is required

14 SUBSCRIBED AND SWORN TO BEFORE ME THIS

15 _____ DAY OF _____, 20__.

16

17

18 _____

19 NOTARY PUBLIC

20

21

22

23

24

25

39 (Page 150)
-0684-

&	2/3 119:18	27 148:3	45 59:20,25 88:1
& 2:9	20 142:13 150:15	29401 2:10	94:24,25 95:9,17
1	20,000 85:20	29431 10:14	106:18
1 50:12,16 53:5,6	86:16	29466 15:2	5
53:7,8,15,15	2002 136:2	29492 2:4	5 77:7 143:11,14
63:7 99:8 107:2	2007 133:4	3	143:15,22 147:5
146:24 147:7,14	2010 54:3,6 64:7	3 72:15,17 79:15	147:23
1/3 119:17 120:5	64:14,16,20	79:22 105:20	50 87:17 88:3
120:12 121:14	65:15,21 66:1,7	109:12,13,14	130:9 147:14
121:16	66:16,19 73:22	139:4,9 147:3,3	5516370 148:5
10-06683 1:6	75:2 77:3 79:15	147:5,18	149:2 150:2
10/18/2022	79:22 80:9,19	3/14/11 136:25	6
148:5	81:9 83:1 84:4	147:16	65 17:17,18
100 49:8	113:14 114:23	30 8:18 79:9,15	65,000 100:20
10:00 1:15	124:12	79:22 80:9,18	66 17:17
11 147:23	2011 137:21,25	81:8 148:17	7
12 147:14	138:12 141:23	30,000 86:8,12	700 69:17,19
13 66:14 77:6	142:3,20 143:2	300 136:15,17,17	70:4 79:5
136 147:16	2012 13:6 63:1,4	31 63:1,4 109:6	71 2:4 9:21
139 147:18	99:12	310 2:10	8
14 137:21	2013 142:12	35,000 130:9,16	8 147:21
141 147:21	2014 9:25 10:5	3rd 54:3 73:22	843-577-9626
143 147:23	51:6,12 142:13	75:2 80:9,19	2:11
146 147:7	144:5,24	81:8 83:1,7 84:4	843-991-2332
15 9:25 10:5	2015 11:19 128:3	113:14 114:23	2:5
16 11:19	128:10 142:14	4	9
171 1:16 2:10	2016 1:6 11:19	4 85:8 86:19	9/20/11 141:8
17th 10:22	2018 64:18	90:6,16 105:20	147:21
18 1:14	2021 109:6	141:8,11 142:24	9/29/11 143:11
18th 146:12	2022 1:14 146:13	147:18,21	147:23
2	148:3	4.5 108:21	90,000 129:24
2 51:12 63:6	2025 146:24	109:23 110:6	130:4
69:5 107:6	21897 146:22	40 130:8	a
109:14 136:25	24th 137:19,25	4201 15:1	a.m. 1:15
137:4,15 144:2,8	138:12 140:19	4211 143:3	
144:17 147:16	25 138:12 147:16	441 10:11	
	25th 137:19,25		
	140:19		

abide 7:15 ability 23:23 57:15 109:10 113:23 115:12 115:12 able 3:24 32:16 33:21 44:13 89:16 99:23 123:24 141:3 abruptly 61:9 109:11 absolutely 142:1 abused 29:21 academic 21:11 21:11,12 22:4,6 22:18 23:6,16,18 23:18 63:18 105:4 135:16 academics 35:9 accept 110:20 access 41:8 97:10,20,22,25 98:3 107:22 111:1,5,7,9,10 111:17,18 112:11,15 113:18,21,23 114:8,12,14,24 115:4,6,6,19 116:12,20,21 117:20 139:22 141:3 accounting 127:5,5,6,14 accounts 125:22 accrued 19:3 accuracy 148:9	accurate 3:25 5:13 146:7 accurately 71:13 accused 26:24 acknowledge... 150:3 acknowledges 63:16 acknowledgm... 148:12 act 142:22 acting 61:17 action 50:12 147:14 actions 139:3 activated 19:1 active 21:18,25 60:23 82:25 83:6 actively 21:7 91:25 119:8 activities 29:5 30:2 37:4 actual 27:17,18 29:8 41:2 116:8 129:22 adding 142:7 addition 104:15 129:13 additional 73:18 95:12 129:14 additions 150:6 address 9:20,24 10:5,7,9,15,18 10:24 11:3,7 15:10,17,18,18 15:19,20,21 19:12 115:16	143:1,8 addresses 15:17 adjust 105:3 administration 26:20 31:24 37:11 39:20 61:25 62:7,15 administrative 36:6 56:6 72:3 110:21 administratively 71:17 administrator 25:8 97:16 admission 112:4 advance 30:8,13 31:7 advantage 31:6 41:14 advice 59:12 64:3 advised 145:14 affairs 58:19 125:18 137:8 affirm 127:16,20 affixed 146:12 afraid 135:2 age 17:15 agencies 92:2,5 92:13 ago 11:21 40:21 90:19 agree 5:6,8 7:14 80:8 109:7 129:17,19 131:24 135:20 144:17	agreed 14:12 89:23 91:19 99:25 109:24 110:2 129:20 135:17 agreement 24:21 25:1,16,20 26:13 26:17,19 27:8 28:5,7,8,9,11,12 28:13,20 29:6,9 29:11,13 31:1,3 31:9,12 32:13,24 34:18 37:18,19 37:24 38:4 39:18,18 40:7,12 40:14,15 41:20 41:21,22,23,24 42:3,18 43:25 44:10,11,12 46:7 47:12,14,17 48:4 48:7,11,14,15 49:15,19,22 51:1 51:24 52:2,13,14 53:18 54:9,11 55:1 57:1,25 58:1,5 59:21 60:1,16 61:5,11 61:22 62:11 63:24 64:6,19 67:9 69:1,4,16 70:24 71:11,25 72:15,18 73:7 76:7 77:25 78:9 79:25 80:10,15 80:20,21 81:6 83:2 87:17,18 90:7,8,16,17,19 91:1,14,16 92:11
--	---	---	--

94:12,15 95:4,6 97:24 98:5,21,23 99:1,8,9 100:4 107:2,7,14,18 108:9,12,19 110:17,19 111:11,16 112:1 112:13,18,19,22 113:10,17,22 114:1,11,15,16 114:23 115:20 116:4,13 117:6 118:20 119:12 119:17,21 120:2 120:6,25 121:1,2 121:10 124:9,12 125:6 126:6 128:11 132:13 132:20 133:1,6 135:4,12 137:13 140:15,21 144:9 agreements 62:1 92:2 agrees 69:16 70:2 91:5 107:8 109:2,4 ahead 7:9,25 8:3 75:12 93:24 113:4 122:24 airbnb 19:16 aliens 142:8 allan 145:6 allegation 118:22 allen 51:15 allison 11:15 allotted 148:20	allow 89:7,12,24 90:4 99:19 114:17 115:2 119:10 allowed 7:17 74:3 78:4 114:24 117:7 124:14 allowing 115:4 american 133:11 133:20 amount 108:21 121:7 136:19 answer 5:1,4,8 5:10,17 6:17 22:8,13,16,17,21 22:22 23:25 42:19 66:25 82:9,20 93:23 111:14 113:6 130:1 answering 7:2 7:10 12:7 answers 4:1 6:1 82:6 antibodies 96:17 anxious 38:5 57:13 anybody 7:17 17:3 39:9 56:2,9 81:17 84:23 98:9 110:23 115:16 126:9 128:4 142:18 anymore 21:13 56:23 131:1 140:6	anyway 4:21 apparently 99:2 99:7 appeals 127:16 appear 54:23 appearances 2:1 appears 54:17 56:18 118:19 appended 150:7 applicable 148:8 applied 21:5 22:18 23:7,13,24 84:11,17,18 104:13 apply 22:6 23:17 93:21 104:15 109:9 117:25 applying 23:19 23:19 27:3 appointed 37:14 71:16 appointment 35:23 53:22 60:22 99:12 appreciate 119:7 appropriate 130:15 approval 126:4 approvals 99:16 approved 73:9 75:7 approximately 9:23 69:17 70:3 april 131:1 area 14:23 16:11 16:21 63:18 108:13,15	arrigo 103:15,20 103:23,25 aside 23:6 asked 3:15 7:9 14:13 24:2 50:24 55:14 66:25 82:17,18 87:22 89:20 91:12 93:5,7,9 93:14,15 98:2 109:15 114:2 130:23 131:9 137:22 139:25 141:4 asking 4:22 5:5 5:14,18 7:1 26:16 31:11,13 42:18 49:25 55:2,4 61:6 69:5 73:25 74:16 76:10 77:15,16 84:25 97:5,24 101:19,20 102:16 104:24 117:17,18 122:15,16 144:12 assign 84:20 assigned 65:17 84:17 107:10 assignment 33:9 134:13 assistant 41:3 association 18:23 assume 31:21,22 101:13 103:16
--	--	---	--

[attached - beyond]

Page 4

attached 50:19 70:6,22,24 73:7 73:7 143:24 144:6,8 148:11	123:10,11 awarding 120:5 awards 91:15,25 109:19	89:9 99:14 120:6 122:25,25 123:5 138:10 142:14	58:9,12 59:18 72:3,22 77:8 86:14,20 90:2,3 91:17,22 92:4,12 137:16 142:21 143:9
attempt 94:6,9 94:18,23	b	bashful 4:21 basic 109:20	believed 38:5 58:17
attend 67:1 137:18,24 138:3 138:12	b 10:12,12,13 40:23 73:9 74:16,17 79:24 80:6 99:10 147:12	basically 14:12 24:8 25:10 26:8 26:9 35:1 41:6 43:1 45:21 65:12 67:4,4,11 67:12,13 68:23 73:13,16 75:9 81:16 90:25 110:20 111:20 114:7 123:23 127:22 134:9,16	belong 121:17 122:19 belonged 121:18 122:12 belongs 103:14 139:20
attended 138:4 attending 107:24 attention 57:16 59:14	back 13:23 27:9 35:6 36:25 42:16 48:1 50:11 53:6,23 57:10 62:23 70:19,21 81:21 86:15 92:1,5,13 94:16 99:19 106:18,21 107:1 108:24 109:15 113:23 117:8 118:3,6 122:19 130:3 133:4 134:12,15 136:2 144:4	basis 18:2 bates 141:22 bconley 2:11 becoming 113:7 beginning 74:10 137:10 behalf 39:6 48:1 64:3,23 76:2 104:14 105:2 127:14 131:4,11 136:4	ben 133:17 bench 68:12,13 beneficiary 30:21 benefit 22:14 30:7,21 64:2 108:14 113:1 122:3 123:1,7 128:24 141:13 144:10
attorney 52:17 59:15 86:21 118:25 128:5 148:13	backed 37:4 background 21:12 23:11,16 23:18 28:12	basic 109:20 basically 14:12 24:8 25:10 26:8 26:9 35:1 41:6 43:1 45:21 65:12 67:4,4,11 67:12,13 68:23 73:13,16 75:9 81:16 90:25 110:20 111:20 114:7 123:23 127:22 134:9,16	benefits 17:24 17:25 18:14,23 19:3 benefitted 30:11 37:19
attorney's 68:18 68:19	bacon 41:5 bad 13:4 28:9 115:3	basis 18:2 bates 141:22 bconley 2:11 becoming 113:7 beginning 74:10 137:10 behalf 39:6 48:1 64:3,23 76:2 104:14 105:2 127:14 131:4,11 136:4	best 20:6 44:14 66:24
attorneys 2:7 86:17	base 95:23 based 16:25 30:17 58:9 64:24 71:13 72:25 74:5 78:3	believe 20:3,13 25:5 27:15,20 29:19,25 31:17 32:7 36:12 38:7 40:25 42:22 44:21 45:3,16 46:25 49:18 55:15,17,22 56:1 56:9,22 57:19,20	beth 25:4 35:20 better 34:19 81:3 120:14 122:23
audited 127:6 auditing 26:6 27:1,24 28:1 41:16 127:13 129:13,14,16,20 130:13 131:11			beyond 28:12 133:18
author 30:15 authority 36:3 37:9			
authorized 73:15			
available 98:6 148:6			
award 92:2 awarded 72:12 84:18 102:14 110:9,17 123:3,9			

bhs 70:1 billionaire 67:20 130:6 biochemistry 35:21 36:18,19 60:24 95:25 biology 35:21 biomedical 33:16 biosafety 27:23 27:25 28:1 biotech 39:1,6 65:13 121:21 134:4 136:11,12 biotechnology 136:8 biotherapeutics 108:7 bit 114:21 block 26:5 31:6 31:7 37:7 57:14 74:20 119:9 123:25 135:22 blocked 25:24 107:17,24 108:1 108:2 board 65:6,14,16 65:17 66:7,12,22 66:25 67:1,6,8 124:22 125:8 127:7 bob 2:9 4:8 [REDACTED] 10:12 11:4 15:17 bonus 123:11 books 88:23 117:12	borst 127:2,3 bother 95:21 bottom 54:19 71:3 85:7 86:19 110:25 bought 102:23 103:8 106:1,4 box 72:6 brains 5:4 breach 42:3 70:18 73:12 81:16 108:3 128:14 132:18 133:21 breached 37:18 95:7 128:15 139:11 140:21 144:10 breaches 81:6,13 95:4 break 4:13 6:25 7:3,5,10,11,18 106:19 132:7 139:16 140:1 145:8 brian 42:20 brief 24:10 briefly 10:10,17 bright 58:13 bring 35:6 134:5 139:14,15,18,25 140:17 141:4 broadly 142:8 broke 141:7 broken 140:8 brought 58:8 88:20 101:14 102:2,4,12	123:17 134:12 134:15 building 61:2 69:25 75:20,24 76:6,15,16,17,21 76:25 77:2,3,11 126:12,13 128:22 business 25:8 35:19 95:24 125:17 126:3 133:21 busy 95:21 buy 105:5,7 131:16 bycroft 92:25 94:6 96:2	campus 36:7 111:2,5 cancer 61:1,1 candidates 107:23 capable 95:23 care 8:25 20:12 52:9 cared 78:7 career 27:10 28:15,16 29:18 30:8,13 31:7,8 42:5 49:6 52:8 58:13 98:1 107:20 109:11 135:16,19 careful 15:13 carefully 78:1 carolina 1:1,7 2:8 15:2 16:8 17:3 18:11,14,22 39:2 53:19 134:5 146:5,14 148:4 149:1 150:1 carry 107:8 carrying 124:21 case 1:6 6:22 8:5 24:3,7 25:6 34:10 118:21 129:3 135:7 cataracts 53:12 caught 38:14 cause 39:24 52:6 146:9 causing 27:11 center 48:21 83:23
		c c 3:1 40:23,23 44:4 46:11 california 20:6,9 65:9 101:15 136:12 call 7:19 34:24 56:5 107:15 133:8 134:18 called 8:6 18:22 34:13 36:7 61:15 66:4 71:15 78:2 116:18 121:4 125:23 130:20 132:2,4 133:10 133:13,20 calm 49:3 campaign 129:4 129:6	

ceo 65:5 124:18 124:23 125:1,3,3 125:9 certain 33:15 certainly 97:13 certificate 146:1 147:7 certify 146:6,8 chairman 25:9 27:19 36:16,17 65:6 95:20 107:11 124:22 chairmanship 36:19 change 149:4,7 149:10,13,16,19 changed 97:11 changes 148:10 150:6 changing 111:21 charge 30:16 35:18 37:3,15 71:17 80:25 134:13 135:24 charged 26:24 106:12 114:4 134:4 charges 133:4 charging 76:3 charleston 1:2 1:16 2:4,10 13:8 14:23 63:18 146:13,13 charter 129:25 chasing 114:2,3 check 18:24 131:6	checks 125:21 chief 125:10 children 14:16 14:20 china 131:16 chip 43:14 choose 141:16 christina 29:23 30:6 christy 30:6 45:8 church 1:16 2:10 circle 109:15 circuit 1:2 127:15 citizen 16:23 civil 50:12 147:14 claim 72:10 81:7 87:5 118:20 claimed 86:21 claiming 25:25 26:1 122:18 claims 6:22 24:6 25:6 27:16 31:19 35:17 36:13 38:20 40:25 42:22 43:16 44:7,22 45:4,17 46:16 47:1 clarification 117:7 clarity 55:3 clean 126:20 clear 20:2 58:6 86:15 132:13 clearly 54:6 115:21 140:9	clerk 68:18 cleveland 2:9 clevelandlabor... 2:11 clients 135:2 close 33:8,19,20 34:3,3 36:15 49:20 64:1 closed 64:18 closely 47:19 closest 33:19 club 10:20 coast 64:9 70:15 75:24 76:16,25 77:9,22 coffee 50:9 cold 42:5 cole 33:4,6,23 collaboration 39:22 collaborations 115:11 collaborator 33:8 collaborators 29:4,14 33:19,20 colleagues 27:6 34:3 38:7 45:19 46:4 52:7 57:20 115:14 college 16:18 53:19 colleges 21:6 column 100:7,9 101:3,13,22 103:20 104:19 104:20	combined 20:14 come 13:23 101:6 106:18 130:3,7 coming 67:17 105:24 106:5 comments 128:1 commercial 63:19 120:7,8 122:4 commercially 91:14 commission 146:24 commits 109:3,4 committee 27:24 28:1 29:16 common 1:1 136:18 communicate 61:8 communicated 62:7 107:10 communication 49:20 61:16 74:5,22 communications 32:21 39:25 62:12 115:13 communist 12:25 131:16 companies 65:12 65:13,20 121:21 122:1,4 133:22 134:19,20,23 136:11,12 company 38:23 39:4,6 63:25
---	--	---	--

64:2,4,4 65:5,8 65:10 66:14,15 67:5,5,9,13,19 67:22 102:25 120:1,8,16 121:5 121:6,24 123:8 123:20,22,23 124:22 126:9,9 127:1 128:21 129:13,15,15,19 130:10,14 131:12,19 132:23 133:8,9 133:10,14,20 134:1,4,20,25 compensate 132:14 compensation 63:1 competing 36:18 competition 49:7 53:3 complaint 39:23 40:1 47:18 61:24 73:8 95:7 118:9,10 144:8 144:17,18 complete 81:16 97:15 120:14 146:7 150:8 completed 148:17 completely 14:11 42:4 57:14 74:20 97:14 108:2 129:3 138:10	components 110:23 compromise 27:7 41:25 129:17 compromised 26:20 34:13 computation 122:6 computer 105:3 105:7,8 computers 105:5 concern 135:15 concluded 7:22 7:22 8:10 145:12 condition 43:1 100:18 102:14 108:12 conditions 108:23 110:3 128:22,25 conduct 22:4,5 conducted 33:14 conducting 30:7 42:4 conduit 132:12 confidential 138:20 confirmation 138:20 confuse 4:14,16 4:17 6:20 55:3 85:5 congenial 58:24 conley 2:9,9 3:6 4:8 22:23 23:2 50:8,11,14 59:16	60:13 63:14 69:15 73:4 75:18 78:24 82:4,12,17,21,24 85:18 86:6 88:18 91:11 93:2,9,13,17,20 94:3 96:11 98:19 106:17,21 106:22 118:18 137:2 139:7 141:10,15,20 142:23 143:13 144:23 145:8,10 147:6 connection 24:5 24:8 27:15 consent 141:5 considered 48:21 62:8 72:8 consistent 78:15 99:24 conspiracy 123:18 conspired 47:20 constitutional 142:16 construction 42:15 76:17,18 76:20,21 77:12 126:13,22,23 constructions 96:16 consultant 64:23 65:25 66:18 91:21 119:12 125:11 130:16 130:23 133:9	consulting 64:25 121:5 123:8 124:13,15 130:20 contact 73:14 95:19 98:9 115:14,16 contacted 71:19 contains 53:15 contentions 95:2 context 78:14 98:23 continue 35:3,7 42:2 49:4 58:12 58:13 60:4 61:11 74:3,11 78:6 89:16,24 98:1 99:23 107:19 109:18 112:9 117:23,24 123:24 124:11 124:15 135:18 135:21 continued 96:18 113:20,21,25 117:22 continues 99:21 continuing 119:10 123:25 continuous 32:18 contract 26:25 48:20 67:14,18 73:13 76:3,7 77:14 80:1 106:9 120:7,7 128:14,14,22,25 131:22 132:19
---	--	---	--

136:3 139:11 contractor 126:17 contracts 64:24 128:20 contribute 122:5 130:24 contributes 131:20 contribution 130:24 131:3,25 132:5,12,23 contributions 129:5,7 132:25 control 67:19 119:25 120:13 120:15,19 123:20 129:19 convenience 5:25 conversation 49:17 50:4 57:23 71:20 134:6 conversations 25:15,19 29:8 48:4,10,12 49:14 50:1 convicted 68:17 132:5 conviction 127:16,21 132:15 cool 135:15 cooperate 98:7 copied 24:16 copies 55:18 56:21 58:8,9	88:22 89:1,3,14 89:19,20 90:13 148:14 copy 8:17 55:6,7 56:18,22,24 89:2 89:9,22,22 116:17 copying 49:18 core 72:24,25 73:2,19,25 74:2 74:3,5,9,12,15 79:17,18 80:7,17 83:3,8,12,16,19 83:20,22,25 84:5 84:10 86:10 96:20 99:21 104:1,3,7,10,13 105:20,23 106:15 115:10 corner 54:19 71:4 correct 6:5 11:23 15:22 20:19 31:20 51:4,21,25 53:21 53:22 55:20 59:17,20,25 79:16 80:2,11,12 80:13 81:14 83:15 84:15,20 86:20 87:9,15 88:9 92:22 95:8 95:9 97:11,20 98:18 101:9 103:7,10 104:8 105:14,15 110:18 113:16 113:19 115:1	116:6 117:5,9 121:13 122:16 122:17 140:14 150:8 corrections 150:6 correctly 6:2 12:16 55:19 81:5 97:6 correspondence 139:4 147:19 correspondent 30:15 cost 77:7 130:4,9 costing 129:24 costs 76:3 counsel 1:18 2:1 40:16 49:13 52:25 88:21 89:5,8 146:9 148:14 count 85:23 counterpart 35:20 country 10:19 136:9 county 1:2 13:8 146:13 couple 6:24 15:16 60:8,14 75:13 86:2 100:6 118:13 course 27:17 56:4 97:23 123:21 135:12 136:10,11 140:22	court 1:1 3:15 6:1 8:11,12,25 12:8 22:14 112:25 113:8 127:15 cover 85:9 118:10 139:3 covered 45:22 covers 41:24 coverup 142:22 cp 1:6 cpa 127:13 credit 30:9 criminal 26:1 68:4 129:1 132:6 cs 148:15 csb 79:8 cumbersome 89:2 current 9:19 11:12,17 16:12 17:2 31:20 33:4 135:7 currently 17:10 customary 107:8 109:18 cut 111:9,17,18 112:10,11,14 114:14 115:6,19 115:24 116:3,12 116:15,19,22,22
			d
			d 3:1 9:18,21 12:1 14:19 31:16 44:18 46:12 147:1

damage 27:11 49:6 74:14 123:15 damaged 28:17 122:17 damages 122:13 dash 49:8 date 1:14 54:4,6 73:23 75:4 79:9 110:15 145:2 149:24 150:12 dates 9:22 11:16 12:21,23 daughter 14:17 16:7 david 33:4 day 56:17 57:2 57:24 58:3,4,15 58:22 94:24,25 95:9,17 146:12 150:15 days 8:18 51:13 59:20,25 73:21 75:1,6 79:9,15 79:22 80:9,19 81:8 87:17 88:1 88:3 138:13 148:17 dean 38:6 40:16 49:1 57:19 58:17,18,18 deanna 14:19 deborah 126:24 126:25 deceased 67:20 declare 150:4 deemed 150:6	deeply 25:21 defendant 1:8,18 2:7 defendant's 53:6 53:15 137:15 139:9 141:10 142:24 143:14 143:21 defense 65:1 67:15 126:11 131:22,23,23 133:11,20,22,23 deferred 18:15 definitely 29:4 110:5 [REDACTED] 2:4 9:21 10:4,7,16 11:7 15:17 20:20 21:2 delay 52:22 delaying 53:2,2 53:2 deleted 61:9 107:21 demand 131:14 denied 108:22 deny 141:14 department 27:20 29:15,17 35:21 36:18 45:24 60:20,22 60:24 65:1 67:15 86:11 95:25 107:12,22 119:19 126:11 131:23 133:23 departments 121:25	depend 135:19 deponent 148:13 150:3 depose 24:3 31:16 33:7 34:1 34:2,9 deposed 3:13 7:16 deposing 148:13 deposition 1:13 6:13 7:16,21 8:2 8:7,10 27:14 28:24 29:1 35:12 36:10 50:16 82:5 93:4 93:17 141:16 145:12 deputy 133:17 derived 122:3 describe 15:7 desert 65:13 designation 105:24 106:5,8 designed 6:20 designing 126:20 desperately 28:14 details 27:22 78:3 95:22 develop 38:25 development 38:18 76:8 108:8 134:25 135:1 die 124:25 different 17:13 17:13 35:3 42:2	42:2 106:7 138:2 differentiate 108:15 differing 20:4 difficult 105:3 113:7 dig 78:13 dip 83:5 direct 32:3 49:17 50:1,3 73:14 118:4 direction 92:20 94:5 directions 65:20 directly 31:1 40:13,14 47:13 48:24 51:7 88:12 director 38:17 39:9 43:17 74:7 84:1 96:21 108:7 dirty 40:19 disagreement 67:18 disappeared 73:11 disclose 128:4 142:19 disclosures 43:21 discovery 6:21 24:9 110:14 discuss 52:4,18 discussing 120:24
--	--	--	--

discussion 28:11 58:2 discussions 26:13 28:19 dispute 45:20 47:4 52:10 130:7 disputes 126:7 disqualify 27:2 disrupt 120:14 distract 47:6 disvalue 73:1 divide 67:11 120:8 divided 122:4 division 109:20 134:18 divorce 13:7,11 13:17 14:1 143:10 divorced 11:2 12:19 13:3 dna 96:16 doc 33:11 docs 22:1 35:9 doctor 18:4 doctors 38:8 document 53:17 53:24 54:9,12,16 59:7 60:10 63:11 69:11 72:20 75:15 78:21 82:1 85:15 86:3 88:15,25 90:1,6 90:20 91:8 92:9 96:8 98:16 118:4,5,15 124:9	139:2 141:19 144:2,13,19,20 documentation 117:12 documents 36:4 37:21 42:7 57:17 81:15 89:1,15 90:5 115:25 117:1,16 124:8 139:2 141:13,14,16 145:7 dod 67:17 126:21 doing 5:15 9:10 12:15 28:15 36:5 37:12 41:16 68:20 135:22 136:6 140:3 dollar 134:10,21 donate 131:8,9 donation 132:4 dong 1:4,13 2:3 3:3,7,23 9:18,23 11:15 14:19 16:23 22:20,24 30:133:2 37:23 44:23 50:12,15 50:24 53:9,20,24 54:16 55:3 56:3 59:3 60:17 62:20,21 63:15 63:17 64:7,20 69:4,6,16 70:2 70:21 72:18 76:13 78:18 79:1,3 81:23	82:5 85:4,12,23 88:14 91:7 92:17 93:2,18 94:4,8 95:14 96:4,6,20,21 100:7 101:22 104:5,18 105:18 106:24 107:3,8 108:6 109:2,4,13 110:12 111:1 112:12,25 118:2 118:5,9 133:25 136:25 137:3,21 138:11 139:9,19 141:8,11 143:11 143:15,15,25 144:13 147:3,14 147:17,22,24 148:1,4,5 149:1 149:2,24 150:1,2 150:4,12 dong's 79:4 96:17 111:1 dongnih 105:20 door 47:2 dr 3:7,23 9:23 16:23 22:24 24:6 25:9,23 26:8 28:4,19,22 28:24 29:1,8,19 29:21,24 30:1,3 30:4,11,22 31:1 31:11,18 32:5,12 32:21 33:2,6,23 34:7,8 35:16,22 36:8,9,12,14,16 36:25 37:5,11,12 37:23 38:6,11,16	38:19,22 39:14 39:16,22 40:6,11 40:24 41:4,6,7,9 41:15,19,25 42:17,20,21,25 43:3,4,6,18,23 44:3,14,23 45:1 45:14,17,20 46:6 46:11,15,17,23 47:4,6,8,10,13 47:23 48:3,11,24 49:23 50:15,24 53:9,20,20,24 54:16 55:3,14,15 55:17,21,23,24 56:3,7,11,16 57:2,19,24 58:2 58:15,17,21 59:3 59:18 60:17 62:20,21 63:15 63:17 64:7,20 69:4,6,16 70:2 70:21 72:18 76:13 78:15,18 79:1,3,4 81:23 82:5 85:4,12,23 88:14 91:7 92:17,21 93:2,18 94:4,8 95:14 96:4,6,17,20,21 100:7 101:22 102:24,24 104:5 104:18 105:18 106:24 107:3,8 108:6 109:2,4,13 110:12 111:1,1 112:12,25 118:2 118:5,9 133:25
--	--	--	--

136:25 137:3,21 138:11 139:9,19 141:8,11 143:11 143:15,15,25 144:13 147:17 147:22,24 draft 126:3 drafted 49:19 drawing 17:20 17:21 drive 10:12 15:1 143:2,3,6 due 12:24 139:1 duly 3:4	efficiently 6:7 either 43:12 68:4 91:22 101:17 137:25 138:3,12 138:14 144:13 elaine 127:2,3 elect 8:12 eleven 24:2 else's 84:21,22 email 8:15 55:10 61:8 62:12 73:24 108:1 111:17 112:15 115:16,17,18,19 116:3,8 139:4 142:21 147:18 emailed 55:5,11 emails 24:17 49:18 61:7,8 62:6 72:23 74:20 81:18 employable 23:9 employed 15:24 16:13 17:10 66:21 employee 18:14 18:23 66:16 employer 23:13 52:10 employment 18:10 21:4,8 22:9,19 23:8,14 111:3 empty 65:4 encourage 121:20 136:7 ended 21:4 22:9 22:19 23:8,14	32:8 33:24 52:20 enduring 88:13 94:9 engaged 81:7 engineer 42:14 enter 26:7 42:11 114:17 entered 25:16 28:6 29:9 31:2 39:17 40:7,12 43:25 46:8 47:15 48:5 49:16 51:23 52:12 60:16 61:5 107:13 108:9,18 110:16 116:4,13 121:9 entering 25:20 25:25 26:5 32:21 37:7,24 enticed 135:14 entire 5:7 14:6,9 73:12 90:20 92:11 109:10 120:11 124:21 140:12 entitled 53:17 entity 135:4 enzymes 96:17 equation 31:9 equipment 21:15 22:2 23:23 26:10 27:9 30:24 31:6 35:24 36:1,5 37:22 42:6 47:5 47:21 48:18,20	57:5,7,9 61:14 70:5 71:15,18,21 71:24 72:4,6,8 72:11 73:19 75:25 77:8 79:2 79:7,14,20,23 80:5,10,16,16,18 81:8 98:25 99:19,22 100:1,1 100:4,22,23,25 101:5,7,14,16,23 102:4,8,10,11,17 102:17,22 103:2 103:8,13 104:3,4 104:6,10 105:3 105:11 106:3,11 106:12 113:24 115:8 119:13 138:14 141:1 equivalent 130:9 errata 148:11,13 148:17 especially 35:5 89:13 99:18 111:23 essential 74:6 110:22 establish 130:20 established 63:25 ethical 38:8 event 26:7 29:5 31:4 130:4 131:2 139:10,13 140:13 events 13:4 24:12 25:22 26:19 27:17,18
e			
e 3:1,1 9:21 10:12,13 11:14 12:1 14:19 38:15 39:7,8 42:20 43:7 44:4 46:11 147:1,12 149:3,3,3 earlier 19:12 43:10 45:10 50:24 86:23 87:24 109:15 111:4 early 53:12 65:24 128:3 142:13 easterwood 1:19 146:3,23 educate 114:20 effective 79:9 142:11 efficient 8:4			

28:8 29:12 33:21 34:5 41:2 44:9 146:10 eventually 36:20 37:18 47:10 57:7 65:11 124:2 everybody 98:6 114:4 124:20 125:2 131:17,19 135:25 ex 13:13 14:4,22 15:23 17:3 exact 9:22 11:16 15:19 75:3 110:15 exactly 10:14 81:25 145:5 examination 3:5 28:2 147:5 example 104:14 105:2 107:25 125:6 exceed 131:14 exception 38:9 65:19 exchange 91:20 exclusively 67:13 excuse 26:4 85:13 99:9 109:23 excuses 128:13 executive 37:1 67:12 executives 66:3 exemplified 136:9	exhibit 50:12,16 53:5,6,7,8,15,15 70:6,22,24,24 71:25 73:9 74:16,17 79:15 79:23 80:6,17 99:2,3,8,10 100:3 106:23 107:2 136:25 137:4,15 139:4,9 141:8,11 142:24 143:11,14,15,22 144:2,8,17 147:14,16,18,21 147:23 exhibits 50:18 exist 134:20 existing 84:4 99:14 129:16 exists 36:1 expand 108:13 expense 99:11 expenses 100:24 experience 23:11 132:22 experienced 29:20 experiments 42:13 expert 84:2 expertise 126:22 expires 146:24 explain 100:17 118:22 explaining 35:1 extensive 58:2 extent 67:24 80:5,17	external 99:15 99:18,25 extra 99:15 extramural 79:3 extremely 57:13 f f 118:12,22 face 6:4 facilities 47:5 74:1 106:16 111:2,5,17 115:11 facility 21:17 64:8 70:15 72:24,25 73:2 74:2,6,9,12,15 77:7,7 80:7 128:23 fact 108:21 144:11 faculties 121:20 123:1 faculty 31:25 32:2,18 33:14 36:17 52:5 57:18 62:4 72:11,13 74:23 102:25 107:25 111:21,23 112:3 120:6 121:25 123:6 136:6,7 failed 102:9 134:3,8 failing 81:7 fails 148:19 fair 5:19,20 6:8	faith 28:9 fake 137:6 fallout 96:1 false 137:13 138:10,10,23 142:1 familiar 3:10 family 17:6 129:24 fashion 97:9 137:24 fast 5:23 94:2 february 146:24 federal 27:3 30:17 83:14 92:1 federally 91:25 fee 133:5,8 feel 65:6,7 fees 86:18,18,24 87:5,7 133:3 feet 69:19 70:4 fellows 33:11 35:9 felony 128:4 142:18 fifth 53:23 59:4 78:17,18 109:1 fight 120:15 125:2 fighting 27:10 124:24 134:12 figure 76:5 103:11 112:12 112:16 file 14:6 43:20 112:5
--	--	---	--

general 9:9 12:22 25:5 31:17,22 33:13 35:15 36:11 40:16 45:16 46:14 52:25 72:10 88:21 89:5,7 90:4,25 126:17 generally 5:5 6:2 6:25 8:1 9:24 17:19 24:2,4 71:13 106:15 121:8 genetic 26:2,9 30:11,23 31:4 36:5 41:17 42:5 96:15 genphar 38:23 47:24 63:25 64:5,11,21 65:3 65:14 66:8,17,21 66:22,22 67:6,25 70:13 75:20 76:6,8,12,15,15 76:16,21,22,22 76:24,24 77:1,2 77:5,19,22 78:5 79:8 91:18,19,21 99:1 104:19,21 104:25 105:2,6,9 105:13 119:10 119:17 120:21 121:12 124:1,2,3 124:12,16,18 125:11,20,25 128:12,18 132:20 134:2,17	134:22,24 135:8 135:9,11,23 136:1,4 genphar's 64:8 70:15 126:13 134:19 gentlemen 95:16 german 119:21 120:4,11,13 121:12,16 122:11,19 129:12 131:7 132:11 getting 6:5 9:1 52:10 give 4:1 5:17 9:15,19 10:11 11:12,24 14:18 22:13,15,21,22 25:4 29:24 31:17 33:5 36:11 37:17 47:24 56:22,24 65:4 82:6,9 89:21 93:19,23 94:16 110:15 111:7,9 113:5,6 113:23,23 114:8 120:10 141:5 given 15:16 36:2 36:3,20 55:2,5 66:4 105:12 107:22 114:12 122:19 131:6 132:10 150:9 giving 30:5,9 73:13 93:20 132:3,13	glad 58:11 gladden 25:4,15 26:12 35:20 glasses 53:13 go 3:17 6:10 7:9 7:25 8:2 9:17 35:25 42:16 49:4 53:7 59:3 60:6 62:19,22 63:6 70:20 72:14 75:12 81:20,21 82:7,13 85:7 86:15 88:11 89:1 92:16 93:24 96:3 98:13 104:17 105:17 107:1,6 109:12 110:25 113:4 114:3 117:7 118:4,8,11,12 120:21,22 122:24 132:20 goes 11:15 94:22 119:18,18 128:6 136:1 going 3:17 5:8 17:17 21:19 24:1 28:15 44:13 46:3 50:15 52:7 54:8 57:9 58:20 79:11 81:21 82:5 86:22 94:15,17,18,20 96:25 98:10 107:1 113:2,8 118:10 119:24	131:1 133:3 140:24 141:4 good 3:7,8 4:16 6:3 8:24 34:19 34:19,24 35:4 36:10 39:21 45:12 49:2,12,12 49:15,23,24 50:2 50:8 52:5,21,23 58:17 59:18 65:7,7 95:24 106:19 goodman 40:15 gotten 102:13 governed 31:25 31:25 government 83:14 130:17,20 133:9 136:22 graduate 33:10 35:8 42:24 44:9 44:24 107:23 graduation 43:3 graham 129:7 131:8,9,20,21 graham's 130:24 grand 142:5 grant 26:25 37:13 48:21 83:17,19,23 84:5 88:13 104:7,15 105:4 106:5,12 106:13 108:21 109:23 110:4,6,7 110:9,18 131:24 grants 27:2,3 72:7,12 79:3,17 82:25 83:1,3,6,8
--	---	---	---

83:12,13,20,22 83:24,25 84:2,5 84:10,12,19,21 84:22,24 91:13 105:10,23,24 106:6,7,11,16 108:24 110:21 110:22,24 112:2 112:6 117:25 125:22 126:10 great 21:24 107:1 greater 14:23 greenberg 62:18 134:6 grew 12:25 grievance 61:4 61:21 62:3,9 guess 13:6 41:13 guilty 129:5 guy 34:24 124:25	handbook 62:4 handbooks 31:25 hannun 35:22 36:20 92:21 93:1 121:24 happen 42:12 114:9 132:21 happened 24:13 97:5 114:20 132:18 141:25 happening 24:12 happy 4:12 hard 5:11 53:13 55:6 hardcopy 94:9 harm 27:6,6 46:4,4 112:8 hat 34:20 52:24 hats 49:2 head 12:8,13,14 hear 17:18 114:22 116:2 121:9 122:9,20 heard 140:20 hearing 40:20 held 16:20 121:11 help 3:20 4:3 6:7 38:25 56:16 112:21 135:3 helped 123:8 helpful 6:2 helping 27:21 121:4 helps 6:4 hereto 150:7	hereunto 146:11 hesitate 4:8 6:11 hey 5:14 hiding 26:9 high 134:5 136:21 highly 38:8 hirable 21:19 hire 130:19 hired 51:10,14 127:7,13 history 97:12,13 hold 35:2 41:4 66:20 121:3 hole 42:20,21 hole's 43:3 hollings 61:1 holmes 51:7,10 51:22 52:13,16 52:20,24 56:23 87:14 88:8 145:6 holmes's 51:20 home 14:25 15:7 homeroom 61:14,16,17 74:21 108:1 115:24 116:11 116:12 117:3 honest 25:12 hood 43:14,16 43:24 hopefully 68:16 hopkins 136:10 hospital 16:11 hotspot 136:11 136:12	hour 6:25 7:4 house 15:3 19:9 19:11,11,13,21 20:17,20,21,23 20:24,25 21:2 49:13 67:2 husband 46:13 hutchinson 124:23 126:4,5 127:10
h		i	
h 9:21 11:15 12:1 28:22 40:23 42:20 44:4,18 147:12 149:3 hair 92:11,14 94:13 hairs 91:1 94:20 half 141:24 hand 50:15 54:19 71:4 137:3 141:10 146:11			idea 24:5 25:5 29:24 31:17 33:5 36:12 104:9,12 identical 58:8 identification 50:13 137:1 139:6 141:9 143:12 identified 33:6 identify 20:16 23:12 illegal 97:14 129:4 142:8 illegally 30:22 imagine 12:9 immaterial 139:23 immediately 111:10 112:13 immorally 30:22 immunology 53:21 60:18,20 impact 46:1 impacted 29:18

[implement - irrevocable]

Page 16

implement 35:18 importance 33:15 34:5 43:22 important 5:24 importantly 4:1 impression 34:23 93:12,14 93:14 include 62:17 129:2 included 25:10 62:16 71:15 including 29:1 41:16 50:18 53:19 61:24 77:6 79:6,17 96:15,19 101:17 120:4,12 121:23 122:5 income 18:1,7,9 19:7,19,22,24 20:16,17,18 120:9 123:4,7 inconsistent 128:21 incorporated 134:17 incur 87:6 index 2:16 147:9 indicate 84:11 105:11 141:22 indicated 27:13 28:23 31:15 35:11 36:9 51:1 87:24 indicted 142:2	indictment 128:2 142:3,4,6 142:8,12,20 indirectly 30:10 individual 134:20 industrial 23:10 industries 23:10 39:1 industry 23:7 136:16,19 information 94:24 95:16 116:9,10 119:4 127:25 129:3 138:10,20 142:19,21 147:9 147:10 informed 140:16 140:17 initial 58:10 101:10 initially 51:6 107:5 129:15 initials 54:18,20 54:23 71:4,5,6,7 initiative 136:21 input 126:18 insists 125:11 install 126:9 installed 124:25 instance 62:3 institution 66:15 72:12 instruction 107:16 instructional 107:9	insulated 125:23 intending 112:8 intention 27:5 132:7 interest 21:2 57:16 129:19 interested 29:19 52:9 57:5,19 65:8 112:9 146:10 interfered 119:8 119:9 interim 24:10 internal 59:13 61:15 105:24 127:5 interplay 39:3 interrogatories 39:12 43:15 45:15 interrupt 74:2 74:13 113:8,9 intimate 43:18 intimately 33:11 48:14,23 inventory 70:6 70:23 71:2,10 137:11,18,24 138:7,13,23,24 139:5 140:3,19 140:24 141:4 147:19 invest 119:24 132:12 invested 66:14 investigation 26:2	investigator 64:24 125:7 128:20 investigators 94:8 investment 67:16 134:21 investor 67:22 77:6 119:22 120:4 125:4 126:6 129:16 132:11 investors 38:23 65:18 67:11 119:23 120:15 123:18,19 125:24 127:14 129:18 131:7 involved 24:11 24:13,20 25:19 25:21,21 26:12 26:17 28:4 30:2 38:21,22,24 39:5 40:1,6,11,13,14 41:17 43:24 44:20 47:13 48:15,23 68:5,23 86:21 involvement 30:25 31:12 32:13 41:20 42:17 46:7 67:21,25 87:4 129:6,9 137:10 irrelevant 68:17 128:13 129:3 irrevocable 109:5
---	---	--	---

issue 45:25 127:18 issues 45:21 item 5:21 items 6:24 95:13	john 1:4,13 2:3 3:3 9:17 32:11 36:25 38:22 39:14,20 62:17 147:3 148:1,4,5 149:1,2,24 150:1 150:2,4,12 johnson 29:23 29:24 31:1,11 45:2,6,8 johnny.dong 2:5 148:2 joined 33:9 journal 21:10 judge 68:13,17 68:20,21,22,23 127:20,25 judicial 1:2 jumped 65:24 107:4 jury 142:5 justify 105:4	keys 139:15,15 139:19,25 140:7 141:5 kick 74:9 123:22 124:2,4,4 kicked 120:20,20 134:2 kind 20:9 40:17 61:3,21 73:9 117:12 124:9 138:13 knew 44:25 53:2 128:7 142:17 know 3:18 4:20 6:3,18 7:6,18 13:5,13 14:23 15:23,24 16:3,5 16:6 20:22 25:11 27:14 29:25 30:25 31:18,22 34:10 35:16,16 36:12 39:3,10 41:19 42:12,12,17,22 43:12,13,21,24 44:6,6,8,9,18,22 45:2,17 46:15,25 47:25 48:24 49:12 66:2 67:23 70:9,10 74:8 75:22 76:10,10 83:18 84:25 86:16 88:23 94:14 95:15,18 96:2 100:7,13,14,16 101:4 104:23 105:21 111:8	113:2 116:17 117:11,14,18,19 117:20,21,21 119:5 123:13,14 126:24 127:2 132:1 133:19 134:13 140:8 142:2,20 145:6 knowing 105:10 knowledge 16:20 20:8 24:5 29:12 31:11 32:3,3,12 33:15,23 43:19 46:6 47:8,14 126:22 133:11 133:18 known 25:7 knows 25:5 27:15,17,18,22 29:2,3,4 33:12 38:19 40:18,25 40:25 41:2 43:16 45:3
j 9:17 33:4 james 25:9,10,23 26:22 27:20 29:22 30:3,4,11 30:13,14 31:7 34:7 36:16 37:5 37:20 38:10 46:1 47:10 49:20 57:21 73:3 91:23 92:7 92:14 96:1 103:1 108:16 121:23 141:2 janitor 21:20 jargons 78:2 jennifer 44:3 jerry 34:8 67:20 130:17 133:7,16 jersey 16:10 jian 1:4,13 2:3 3:3 147:3 148:1 148:4,5 149:1,2 149:24 150:1,2,4 150:12 job 16:21 109:10 123:25 jobs 23:12,24 134:5 joe 40:15 49:12 49:23 52:21,23 59:18	k 40:23 katie 131:25 keep 50:23 53:1 72:24 89:5,8,11 89:13 90:4,10,12 118:10 ken 38:15 136:23 kenneth 43:6 kept 64:1 kevin 124:25 key 129:18 140:10,17 141:2	l 9:21 31:16 42:20 46:11,11 46:12 lab 21:25 22:7 26:5,7 27:9 30:23 36:5 37:22 39:4 42:9 42:11,11,25 64:15 69:22,23 88:23 96:25 97:2 100:23 112:15 113:12 114:25 115:5	

116:21 117:2,8 117:12 label 54:14 101:2,12 102:20 103:12 labeled 104:1,24 labels 100:11 laboratories 126:21 laboratory 25:25 30:5 36:4 37:7,9 41:4 47:3 69:18 70:4 79:4 79:6 91:20 100:25 111:19 113:15,18 114:9 115:10 116:9 139:5 147:20 lack 34:19 113:21 lady 3:20 10:11 19:9 19:21 20:17 london 46:11,15 46:21 language 92:3 languages 49:23 lanier 36:8,12,14 38:10 40:17,17 47:20,23 57:21 61:18 62:16 108:22 137:12 138:22 lanier's 36:9 large 146:5 late 142:13 145:1	law 51:20 68:18 89:4,4,7,10,12 90:3,9,10,11 130:19 131:3 142:15 lawsuit 27:16 29:2 30:1 31:18 34:11 35:17 36:13 38:20 42:23 43:16 44:7,8,22 45:3 45:18 46:15 47:1 50:17 51:6 51:12,13,19 53:4 88:20 95:3 143:24 144:3,5,6 144:24 lawyer 3:14 13:10,14,16,21 13:25 14:4,6,14 37:25 50:25 51:2,6 52:3,14 59:22,22 87:2,8 87:10,12,16,25 88:3,4,9 90:24 lawyers 119:2,3 layman 106:3 layperson 105:10 lays 9:2 lead 37:23 47:11 leading 25:19 learn 133:12 lease 76:24 125:6 leased 77:1 leave 138:25	leaving 52:24 56:17 lecturing 107:9 107:15 left 36:20,23,25 43:18 56:16 103:1 123:23 124:20 126:1 138:25 140:13 legal 49:23 59:12 62:1 78:2 86:18 86:24 87:5,7 88:21 89:25 132:2 148:23 legally 142:11 legitimize 43:2 lend 39:4 lengthy 82:9 lessons 93:19,21 letter 109:5,7,8 136:25 137:6,14 138:9,19 141:8 143:11 147:16 147:21,23 letters 74:23 125:24 level 25:17 lies 92:15 lieu 75:19 life 13:1 18:5 lifetime 130:4 light 100:8 lights 33:21 likewise 5:8 7:2 79:2 80:14 limit 111:5 128:8 128:9,9 131:14 132:1,2	limitations 23:17 limited 24:9 111:3 limits 131:14 lindsey 129:7 line 53:24 105:8 147:2,13 149:4,7 149:10,13,16,19 lisa 31:16 list 35:25 48:17 48:19 57:8 70:6 70:23 71:3,10,24 72:23 73:18 100:4 104:18 107:3 listed 39:11,13 42:21 43:14 44:3 45:1,15 49:11 70:5 72:5 79:6 80:5,16 99:2,8 litigate 129:1 little 114:21 live 10:25 11:1,4 11:5,8,8,10 14:22 16:7 131:17 143:6 lived 9:24 10:4 10:10,17,24 11:2 11:6 15:8 livelihood 135:18 lives 14:24,25 living 10:16 143:3,8 llc 2:9 loan 76:9
--	---	--	--

lobbying 133:3,5 133:8 lobbyist 133:13 133:13 local 16:21 67:20 locally 64:8 130:18 locate 94:6,9,15 94:18,18,21,23 located 36:2 57:7 64:13,14 79:7 95:13,16 location 1:16 35:4 42:3 77:10 96:18 101:1 140:6 141:1 lock 97:2,11 locked 74:19,20 96:25 97:7,9 112:23 113:11 113:15 117:13 139:21,24 141:1 locking 111:20 lockout 113:25 locks 111:21 140:1,8 141:6 logbooks 116:23 logistics 49:9 81:1 london 45:14,17 46:6,20 47:6,8 47:19 london's 46:17 46:23 long 9:23 11:17 39:9 71:3 90:19 130:2 137:9,12 138:7 139:1,11	141:6 143:5 longer 101:9 108:10 look 7:5 9:1 21:7 21:8 50:20 53:23 54:15 59:2,5,22 63:9 69:8 71:2 75:11 78:17,25 82:18 82:21 85:13,22 91:4 100:3 109:1 118:2 137:4 139:8 143:15 144:7,16 145:2 looking 9:22 24:4 53:16 57:5 73:8 127:17 131:3 looks 46:10 132:24 144:18 losing 49:10 lost 94:10 101:6 115:14 lot 17:13 19:15 27:22 34:14,17 41:24 49:21 77:23 115:25 136:16 louisiana 36:24 low 132:8 lucile 46:11,17 46:20 47:6 lunch 106:18,20 lyndsey 130:24 131:8,9,20,21	m m 40:22 44:18 146:3,23 m.d. 1:4,13 2:3 3:3 147:3 148:1 mail 8:15 mailed 143:1 major 46:1 majority 120:1 120:13,18 making 41:1 manage 125:17 125:18 managed 125:20 management 110:21 125:17 126:10 manager 35:19 95:23,25 126:3 126:25 132:21 managing 132:22 mandate 39:1 march 63:1,4 99:12 109:6 137:19,21,25,25 138:12 140:19 marital 15:7 mark 24:3,9 marked 50:13,16 137:1,4 139:5 141:9 143:12 marriage 11:11 11:21 14:20,25 15:12 17:1 marriages 12:2 married 11:18	massachusetts 136:10 material 21:13 21:14 25:13,22 26:3,10 27:8 30:4,7,12,20,23 31:4 35:19 36:5 41:17 42:6 43:2 47:21,21 60:4 70:17 71:18,21 77:13,16 81:15 96:15,23,24 110:14,14 111:19 114:18 115:7 117:22,25 135:9 139:2,5 140:4,23 147:20 materials 21:18 33:16 34:6 41:8 70:5 78:5 88:13 94:7 96:16,19 97:3 98:1 116:25 138:14 matter 59:13 matters 36:6 md 148:4 149:1 150:1 me.com 2:5 148:2 mean 17:12,14 19:15,15,16 23:3 51:11 58:21,22 87:24 90:21 100:14 101:22 112:5 135:11 meaning 6:11 7:18 17:24 51:18 94:23
---	--	--	--

98:24 106:11 116:25 meaningless 106:2,10 means 5:16 8:10 22:3,5 23:5 82:16,18 94:20 100:20 101:4,25 103:5 104:2 meant 3:20 4:3 4:15 6:20 48:1 measured 5:25 mechanism 35:2 medical 1:7 2:7 16:18 18:10 32:1 33:13 49:1 53:18 58:19 138:8 148:4 149:1 150:1 medicine 53:19 60:23 meeting 24:25 56:12 58:15 meetings 24:19 24:21 25:19 67:1 107:25 member 32:18 33:14 52:6 57:18 60:25,25 111:22,24 129:24 members 17:6 32:2 65:17,18 66:13 72:11,13 74:23 121:24 122:1 123:6 136:6,7	memory 12:20 12:24 13:25 57:23 58:10 mens 132:6 mention 12:6 mentioned 11:20 12:3 40:20 109:22 110:7 met 3:10 14:13 24:14 31:22 32:5 58:22 138:8 meter 49:8 methodology 9:9 michael 27:12 microbiology 53:21 60:17,20 60:24 middle 49:8 100:7,8 105:18 million 66:14 77:6,7 108:21 109:23 110:6 136:15,17,17 mimic 136:14,20 mind 17:19 84:10 mine 29:4 106:3 123:9,11 minute 7:3 11:20 50:19 52:3 59:5 85:14 86:1 88:14 115:19 119:1 minutes 7:7,7 50:9 106:18 missing 35:25 48:18 57:6	misspelling 45:7 misusing 26:25 37:13 mit 136:9 mix 106:6 moment 7:6 money 25:23 26:10 29:21 37:13 41:10 66:15,15 67:16 73:2 80:1 91:23 92:14 100:20 105:7,25 106:5 125:17,20 127:7 128:21 131:11 131:13,24 132:3 132:10,14 monies 105:12 monitor 21:8 month 18:24 19:8 110:11 131:2 monthly 18:2 62:25 months 51:14 111:16 112:14 128:9 142:4,14 morning 3:7,8 20:15 mortgage 20:21 [REDACTED] 10:11 19:10,21 20:17 143:6 mount 10:22 15:1 64:9 77:3 126:13 143:3 move 21:24 98:3 103:2	moved 36:21 71:23 72:16 101:15,24 122:18 multibillionaire 130:18 multiple 83:20 83:22 106:16 121:25 musc 18:21 19:4 20:5,14 21:4,22 22:9,19 23:8,14 24:7,8,18,23 25:16,20 26:14 27:2,2,6,10,11 28:6,10 29:9 31:2,23,24 32:4 32:8,14,15,17,19 32:24 33:5,20,24 34:4 35:5,6,6 37:4,19,24 38:18 38:25 39:1,6,24 40:12,16 41:21 44:1 46:2,8 47:15 48:1,5,25 49:13 50:12 51:1,24 52:2,7 52:13,25 55:18 56:25 59:13 60:16 61:25 62:14,25 64:4,23 69:20 72:3,7,8 72:25 73:1 74:4 74:10 76:2,3 79:14,21 80:9,15 81:7 82:3 84:16 85:9,19 88:22 89:12,18,20
--	--	--	--

91:18 97:14 99:11,21,22,24 100:19,19 101:15,18,24 102:25 103:6,21 103:25 104:10 104:14,14 105:12 107:14 107:16 108:10 108:14,22,25 109:20,24 110:4 111:22 112:8 114:23 115:23 116:19 117:11 119:8,15 120:3,3 120:3,5,11,13,17 120:20,25 121:3 121:11,15,18,20 122:10,12,20 123:1,2,4,6,10 123:10,11,17,24 124:8 125:16 128:6 134:3 136:4,8,23 137:1 137:9 140:20 141:9 143:12 145:7 147:15,17 147:22,24 musc's 116:20 122:11	44:18 46:12,12 147:1 name 9:15,18 11:13,14,24 12:1 13:22 14:10,18 16:10 35:12 38:13 40:20 44:14 53:25 104:15 105:14 106:1,4 124:21 134:22 138:22 named 125:8 narrative 82:13 narratives 82:8 narrow 99:20 narrowed 142:6 142:7 national 119:21 120:11 121:12 121:16 122:11 122:19 136:13 nationwide 20:7 naturalized 16:24 nature 116:23 nearby 79:7 necessary 150:6 need 3:18 4:14 10:1 11:16 12:6 83:5 93:2 114:6 120:1 124:8 138:3 140:9,9 143:19 needed 59:12 needs 82:12 negotiated 34:13 negotiating 68:18	negotiation 34:21,24 neither 126:8 134:14 146:8 never 3:19 6:12 14:13 20:12 24:14 31:21 52:17 57:10 59:1 70:17 73:6 83:4 86:25 87:2 88:4 91:19 97:12 100:1 109:8,21 111:21 112:8 113:18 114:18,24 123:14 125:8,17 125:18,20 128:11 130:21 134:20 135:5,10 137:22 138:8,9 143:21 new 16:10 38:23 70:7,10,10,12 77:11 96:17 101:1 126:13 133:12 nice 3:9 58:24 nih 83:14 86:11 97:15,16,17 99:18 110:7,17 110:23 111:24 112:2,4,6 126:11 136:18 nine 128:9 142:14 ninth 1:2 nod 12:8,13,14	non 125:14,15 norris 25:9,10 25:23 26:8,22 27:20 29:19,22 30:3,4,11,14,14 30:22 34:7 36:16 37:5,11,12 37:20 38:10 41:4,9,25 42:25 43:4,23 45:20 46:1 47:4,10,13 48:3,11 49:20 57:21 73:3 91:23 92:7,14 96:1 103:1 108:16 121:23 141:2 norris's 31:7 north 10:22 norton 68:13,21 68:21 norton's 68:18 127:20 notary 146:4 150:13,19 note 148:10 notebook 89:22 notebooks 89:5 89:8,13,16 90:12 90:14 noted 150:7 notes 42:9,11,11 notice 116:15 noticed 38:11 nowadays 19:15 number 3:10 21:9 95:19 104:11 139:9
n			
n 3:1 9:17,17,18 10:12,12,13,13 11:14 12:1,1 14:19,19 31:16 38:15 39:7,8,8 40:22,23 43:7			

numbers 141:22	68:19 88:21,21	operation 23:23	pace 5:25
o	89:25 90:4 97:8	74:2,4,14 133:24	paddock 102:20
o 3:1 9:18,21	111:19 114:12	opportunities	102:21,24,24
10:12,12,13	114:14,17,24	21:9	103:5,16,22
11:15 38:15	115:5,10 116:22	opportunity	page 53:16,23
39:7,8,8,8 40:22	117:2,8,13	82:7 93:3	54:9,12,15,16,17
42:20 43:7,7	officer 125:10	135:14	54:19,21,24 59:2
44:18 46:12	official 55:16	opposite 46:5	59:4 60:7 62:20
103:17,21	56:25 60:15	option 8:6 23:15	62:21,22,22,22
objection 22:20	64:22 125:3	options 119:16	63:6,7 68:25
obligated 92:2	146:12	order 31:7 55:12	69:1,3,4,5,6,6
111:25	officially 11:14	57:17 97:25	71:25 72:15,17
obligations 9:2	125:8 126:5	119:25 120:13	75:12 78:9
obtain 30:17	135:25	123:19 129:17	81:21 85:3,4,8
obtained 86:25	offsite 63:17,21	135:17,20	85:23 86:19
87:2 119:15	oh 53:8,10	ordered 61:18	90:6,16 96:4
120:12	139:10	original 56:22	104:17 105:17
obtaining 30:7	okay 4:4,10,23	originally 106:4	105:18,21 107:6
obviously 7:22	4:24 7:23 8:19	outright 20:21	107:7 109:12,12
23:25 49:12	9:3 15:16 18:19	outside 140:14	109:13,13,14,14
51:5,11 144:3	34:16 54:10	overall 46:2	111:1 118:3,5,7
occasions 3:10	131:5,8,21	oversee 36:3	118:8,11,12
occupied 75:21	old 17:16 28:8	126:12	147:2,13 149:4,7
75:23	once 7:22 8:14	oversees 126:17	149:10,13,16,19
occupy 76:1	8:24 9:3 39:23	oversight 109:19	pages 54:18 71:3
occupying 75:23	41:10 62:6	109:25	71:8
occur 63:23	73:13 75:21,22	overzealous	paid 67:17
94:24 120:24	75:25 98:7	131:2	129:23 134:5
occurred 112:16	102:13,18	owens 126:24,25	paper 36:3 55:18
132:16 137:19	113:25 115:16	owned 123:2	55:18 56:25
140:19	120:19 124:24	126:8	134:1
october 1:14	125:2 129:22	ownership 21:1	papers 56:25
146:12 148:3	130:7	p	paperwork
offer 100:19	ongoing 26:6	p 3:1 11:14	117:1
office 37:9 55:15	operate 67:14	28:22 44:4,4	paragraph 59:4
55:21,23 56:16	operating 76:23	p.m. 145:13	59:5 60:6,15
57:2,24 58:3,6	77:22		62:19,20 63:9
			69:9,9 70:20,22

72:14,16,17,18 73:6 75:12 77:24 78:18,19 79:1 81:20,22,23 82:15,15 85:8,10 85:11,12,23 86:1 86:18 88:11,12 89:10 90:16 91:4,6,24 92:8 92:16,19 93:10 94:4,17,22 96:4 96:5,14 98:13,14 98:21,25 107:7 108:4,5 109:2,14 109:16 110:25 118:19,22 parens 70:5 75:21 parents 13:1 parking 77:23 parkway 64:10 70:15 75:24 76:16,25 77:10 part 13:25 29:10 31:9 38:24 41:23 48:22 53:6 76:1 82:5 97:16 107:18 108:3,11 110:19 110:22 112:1 113:22 116:8 127:3 133:4 participate 119:23 123:18 particular 66:20 parts 4:13 134:11	party 6:12 76:12 126:8 134:14 146:9 patent 43:20 patriots 15:6,10 15:21 pay 59:14 62:25 63:3 129:16,20 130:5,8,8 paying 57:15 142:8 payment 85:20 86:8,12,17 payments 75:20 payroll 41:7 penalty 127:19 pending 61:4,21 62:10 146:10 penny 91:19 92:13 pension 20:6,9 pensions 20:3 people 4:21,25 17:13 24:2 37:14 39:11,13 42:10 58:18 105:5 132:3 percent 130:8,9 percentage 122:7,10 123:2 123:17 perform 23:23 period 24:11 95:17 108:6 115:22 124:3,5 135:15 142:14 periodicals 117:24	permanent 16:25 permanently 19:17,18 permissions 98:11 permitted 99:14 persecuted 13:1 person 26:25 30:5,16 34:12,20 35:25 36:15 37:14 40:14 42:9 45:9 46:10 46:22 49:3,11 71:16 73:13 84:11 85:2 92:24 94:1 95:23,24 103:14 103:14,25 122:5 122:7 123:3 124:20 126:1 127:10,11 129:12 131:15 132:9 135:24 137:7 138:21 person's 14:10 personally 131:6 131:10 132:14 132:15 personnel 42:6 62:14 100:25 111:20 113:24 pertains 29:25 ph.d. 1:4,13 2:3 3:3 147:4 148:1 phone 7:19 9:12 10:2	phrase 91:2 phrases 92:12 physical 74:23 109:18,25 physically 55:4 64:13,14 pi 79:4 83:25 84:1,9,23,24 picture 47:19 piece 35:24 36:1 101:23 105:11 122:18 pieces 48:18 pis 102:6 place 50:8 69:20 120:21,22 133:15 places 19:25 plain 92:15 plaintiff 1:5 2:2 plasma 96:16 played 38:24 playing 34:23 pleas 1:1 pleasant 10:22 15:1 64:9 77:3 126:14 143:4 please 69:1,4 82:23 94:1 137:5 plentiful 65:10 plural 83:17 pocket 41:11 point 6:15 8:17 15:1,6,11,21 17:21 62:4,5 70:14 86:24 95:7 106:19
--	--	---	--

[point - provide]

Page 24

121:18 140:21 143:2,3 pointed 71:20 policies 99:16,25 policy 31:23,24 99:15,18,18 122:2 123:6 political 132:9 132:23,24 133:6 portion 86:10 120:11 position 21:17 22:7 27:7 31:10 34:14 47:3 60:15 64:20,22 66:21 68:19 80:14 97:2 119:9,10 124:16 140:18,20 positions 21:5 22:18 23:6,7 post 22:1 33:11 35:9 posture 6:3,13 potential 52:25 potentially 39:23 potentials 66:12 practice 33:13 precedence 111:22 preceding 54:18 predominantly 63:17,20,23 106:14 prepare 71:24 72:1	prepared 8:14 8:25 72:2 prepares 8:11 present 65:19 presented 49:2 78:16 80:23 88:24 107:19 108:23 110:4 133:10 president 27:19 33:4,24 34:2 37:2,6,10 40:3,3 45:23 58:19 65:3,5,22 125:12 134:7 137:8 prestigious 21:23 presume 7:1 8:21 18:20 55:11 104:2,6 110:16 presuming 99:9 presumption 84:3 prevent 26:21 principal 64:24 125:7 128:19 principle 72:10 125:4 print 55:16,17 56:21 printed 55:12,13 55:14 prior 10:7 32:21 private 23:7,9 privileged 119:4 pro 2:2 6:12	probably 5:23 7:2 8:21 18:13 34:15 48:16 52:22 57:4 61:19 62:17 65:24 78:11 91:2 problem 12:20 39:24 47:9 52:8 128:11 problems 24:18 37:12 48:13 52:6 77:4 process 3:18 6:19 13:22 14:1 14:5,12 32:18 40:2 47:9 49:5 105:6 124:21 140:2 produce 74:17 117:16 produced 141:21 product 134:24 134:25 products 74:6 135:3 profession 91:3 94:19 professional 58:25 91:3 146:4 professionals 38:9 professions 38:9 professor 18:4 21:21 29:15 33:14 41:3 46:19 53:20	57:18 60:17,19 103:6,21 107:21 108:3 109:10 110:23 136:5 professorship 23:18 profit 131:10 program 83:24 131:22 prohibition 115:6 project 21:25 43:3,3,4,19 83:24 projects 21:18 28:14 30:16,20 31:5 33:9,10,16 37:21 106:7 118:1 promise 22:12 promised 34:17 35:7 promote 41:5 promoted 45:22 promotion 43:1 pronounce 44:13 propagation 94:16 proper 95:21 property 107:3 prosecute 128:20 protect 29:21 protocols 116:1 prove 35:4 proven 27:4 provide 8:17 35:2 48:17
---	---	--	--

ELECTRONICALLY FILED - 2023 Mar 31 11:26 AM - CHARLESTON - COMMON PLEAS - CASE#2016CP1006683

67:14 72:22 88:25 89:9,14,20 90:13 105:6 109:18,25 110:2 110:20,21 121:5 134:22 provided 83:13 83:13 89:23 95:14 96:19 105:2 providing 18:1 64:3 76:4 provost 24:10 31:20 32:7,9,11 39:15,17,21 public 18:14,22 65:12 146:4 150:19 publication 30:14 publications 117:24 publish 117:22 purchase 119:22 purchased 79:2 104:7 105:12 purpose 106:9 106:13 136:22 purposes 63:19 push 128:17 135:9,11 pushed 135:8 put 27:25 41:11 45:23 52:24 58:11 72:6 77:6 144:11	q question 4:7,13 4:15 5:5,7,9,15 5:18 6:14,14,18 6:19 7:9 22:12 22:14,15 33:1 42:16 48:9 61:19 66:11 70:9 73:5,17 76:14 82:8,11,13 86:12,22 87:23 89:6 90:15 93:3 93:6,15,16,22,23 98:20 99:5 104:5 107:13 109:22 110:6 112:10 117:10 130:2 137:23 138:2,11 questioning 54:7 questions 3:15 3:25 5:1 6:10 7:1,3 9:5,8 12:7 60:8,14 66:25 69:10 75:13 78:19 82:6,22 86:2 96:7 98:15 100:6 107:4 113:2,3 118:14 quick 86:2 quickly 27:9 49:4 78:4 quite 20:11 56:14 quotant 131:17 131:18,18 quote 108:6,8	r r 3:1 12:1 38:15 39:7,8,8 40:23 43:7 44:18,18,18 103:17,17,21,21 149:3,3 raise 134:9 ran 95:17 ray 62:18 134:5 raymond 32:11 36:25 38:22 39:14,16,22 40:6 40:11 62:17 rea 132:6 reach 27:7 81:17 reached 17:15 28:6 32:14 41:20 48:8 58:5 63:24 112:19 131:18 read 8:13,21 52:23 53:13 57:2 59:9 60:7 60:12 63:10 69:9 75:12 77:24 78:1,18 86:1 88:14 90:6 90:16,18,23 92:8 92:10 94:11 96:6,12 98:14,20 98:22 100:12 103:19 118:12 143:18,20 145:15 148:9 150:5 reading 8:7 57:17 78:9 89:9	ready 46:2 reagan 133:17 real 24:12 142:21 realize 116:15 really 3:20 6:7 26:8 55:4 118:23 121:17 rear 2:16 reason 3:23 21:10 23:1 138:24 148:11 149:6,9,12,15,18 149:21 recall 14:4 25:14 28:18 29:7 32:20 54:3,5 55:1 91:16 108:17 144:12 receipt 148:18 receive 9:3 18:9 18:20,21,23 19:8 19:20,24 110:23 137:14 142:24 received 92:1 109:19,24 receiving 17:23 19:2 20:8 112:2 133:14 144:13 recess 50:10 106:20 145:9 recipient 30:21 recognize 138:21 recollection 14:3 28:5 40:5,10 55:20 66:20,24 74:25 75:3,5 84:3 86:7 87:25
--	--	---	---

88:2 record 5:13 6:6 9:16 50:11 54:8 71:13 106:21 146:7 records 94:10 recruit 100:18 recruited 21:22 36:25 136:23 recruiting 38:24 recruitment 29:16 recuse 68:21 refer 54:8 reference 54:11 70:10 referenced 148:6 references 70:22 100:13 referencing 70:11 76:6,15 refrigerators 79:7 regard 25:1,15 55:3 77:13 regarded 137:7 regarding 26:21 48:12 regardless 105:25 130:14 registered 146:3 regulation 89:7 90:9,10,11 regulations 89:11,12 90:3 112:4 regulatory 125:18	reid 35:13,16 57:7,11,11 71:16 73:14 80:25 92:23 94:5 95:19,22 98:10 reids 35:13,14 reimburse 130:10 reimbursement 130:11 reinitiate 112:20 rejected 125:13 related 17:4 25:2 138:13 146:9 relates 29:2 relation 133:9 relationship 32:1 34:3 39:22 130:17,21 136:1 relevance 127:23 128:15,17 135:6 135:7 141:25 relinquish 69:17 70:3 91:6 92:12 102:6 relinquished 92:1,5 relocate 79:14 79:16,22 80:4,9 80:15 81:8 relocated 79:8 80:3 99:1 relocation 79:5 remaining 111:3 remember 9:13 10:18 12:12,18 13:2,5,7,16,22 14:10 15:19	16:10 24:15,15 24:16,17,19,25 25:18 26:12,17 38:11 50:6,7 51:9,13 52:20 55:7,9,13 56:2,8 56:11,13,17,20 56:21,24 57:22 58:6,14,16 60:21 66:3,9,10 67:8 69:24 73:23 78:11 83:10,21 84:25 85:1,21 90:18 103:24,24 108:11,20 110:11 115:15 115:21 116:14 124:7 137:17 138:1,4,5,6,15 138:16,19 139:10,12 140:16 142:25 145:4,5 remind 9:11 12:13 reminds 12:5 remove 102:7,9 102:9 removed 14:11 102:1 139:21 140:25 renewed 113:18 rent 19:14,15,16 19:16,18,20 20:17 rental 75:20 rented 19:9	repeat 42:13 repeated 89:14 rephrase 4:13,23 report 39:20 112:6 114:5 126:3,10 reported 1:19 37:11 reporter 3:15 6:1 8:11,12,25 12:9 93:25 113:8 146:1,4 147:7 reporter's 22:14 113:1 reporting 26:22 47:7 reports 28:2 represent 50:17 51:10,23 representative 48:25 represented 13:10 32:15 50:25 representing 37:25 repropagation 94:8 requested 59:8 60:11 63:12 69:12 72:21 75:16 78:22 82:2 85:16 86:4 88:16 91:9 96:9 98:17 118:16 144:21 147:9,10
--	--	--	--

requests 89:14	113:23 114:9,17	rest 54:7	98:16 118:15
required 80:10	115:12,25 118:1	restart 78:4	144:20
80:15,18 150:13	119:11,13	restate 4:9	revised 143:18
requirement	123:24 124:1,14	result 19:3	revision 143:16
117:15 126:19	126:20 135:9,13	135:24	revoke 60:1
130:19 138:6	135:18,21,22,23	retained 51:20	right 4:5,11,17
requirements	reserve 83:4	retire 103:2	4:18 6:3,9,16,22
117:17	reside 10:8	retired 15:25	6:23 7:12,13 8:8
requires 80:21	resided 15:20	16:2,14,15,17	8:20,22 9:4
93:22	residence 10:24	17:11,12,14,19	10:14,17,21,23
rescind 60:2	15:8	retirees 18:1	11:22 12:17
research 21:12	resident 16:25	retirement 17:15	14:2,8 15:21,22
21:14,17,18,18	residential 9:20	17:23,25 18:7,9	16:16 19:7,13,19
21:25 22:2,4,6	10:9	18:20,24 19:2	19:22 20:10,16
25:22 27:8	residing 10:15	retrospect 28:9	32:8 33:3,25
28:14,16 29:20	resign 67:12	return 148:13,17	38:17 39:16
30:8,12,16,18,20	127:12 135:25	returned 99:10	46:22,24 51:3
30:20,23 31:4,5	resignation	99:22 131:13	52:19 53:16
31:5,6 33:10,12	109:5	reves 34:8 38:6	54:9,12,13,19
33:13,16 34:4,5	resigned 66:4	40:16 48:24	59:9,11 62:13,15
35:3,5,8,10 36:6	126:6	55:14,17,24 56:7	62:24 63:8 66:2
37:2,3,8,20,21	resolve 52:8	56:11 57:20,24	66:23 69:7 70:8
38:18 41:8 42:1	resources 30:12	58:2,15,17,18,18	71:1,4,7,8,9 73:9
42:2,4,6,8 43:2,3	respect 18:21	58:21 78:15	76:2 78:12
43:19 47:21	respond 75:8	reves's 55:15,21	79:20 80:6,22
49:4,7 57:14,15	81:18 98:9	55:23 56:16	81:13 84:6,14
57:19 58:13	response 98:12	57:2	85:25 87:7,15
60:5 61:1,11	responses 12:10	review 8:18 52:3	88:17 91:6,10
64:15 74:11	39:12	52:17 71:10	95:5,10 96:10
78:4,6 79:17	responsibilities	87:18 93:9	97:10 99:12,13
81:15 89:17,24	107:10	112:7 125:22,22	100:5,10 102:6
91:15,20,25	responsibility	127:23 148:7	104:22 109:8
96:15,18,18	137:11	reviews 59:7	111:6 113:22
97:25 99:23	responsible	60:10 63:11	116:5 117:2
106:7 107:19	36:15 59:19	69:11 72:20	121:12 130:6
108:13,15,21	123:3 126:19	75:15 78:21	136:2 140:13
109:19 111:19	128:19	82:1 85:15 86:3	141:23 142:12
112:1,9,20		88:15 91:8 96:8	144:25 145:15

145:16 ring 52:25 [REDACTED] 10:18,19,19,25 15:3,18 role 60:23 124:13 125:16 125:18 ronald 92:25 94:6 96:2 room 3:14 58:7 72:9 139:24 rooms 79:8 126:20 roozen 43:6,11 43:18 136:23 rosen 38:12,15 38:15,16,19 39:7 43:9 roson 43:10 rough 24:4 roxanne 1:19 146:3,23 rpr 1:19 146:23 rubinchick 40:21,22,24 41:6 41:7,15,19 42:17 rude 5:15 12:15 rule 9:2 12:25 121:19 rules 8:6,19 9:2 93:21 97:16 112:3 121:20 122:11 rumor 133:19 run 65:5 67:22 73:16 124:22	runs 67:22 rush 135:20 s s 3:1 31:16 38:15 39:7,8,8 40:22 44:4,4 147:12 149:3 saladin 31:16,18 32:5,12,21 salary 63:2 86:10 123:10 samyon 40:21,21 san 65:9 101:15 sasse 133:17 sat 3:14 save 8:1 saw 142:9 saying 4:10,22 43:8 87:1 105:22 116:2 119:23 121:9 122:9,21 131:14 136:18 says 45:6 63:15 63:20 69:16 70:2,6 74:10 75:19,21,22 79:2 88:13 89:3 91:5 91:25 92:19 94:4 95:12 96:14 98:25 100:12,13 101:8 101:13,21 102:21 107:8 108:5 109:4,17 111:1 137:21	sc 1:16 2:4,10 scan 90:22 scanned 56:24 57:4 78:12 90:20,21 schepps 44:4 schmidt 27:12 28:4,19 school 49:1 science 21:10 109:20 125:19 scientific 29:14 42:14 89:5,8,15 90:4,12,13 109:11 125:10 125:14 126:18 scientist 67:5 125:15 126:15 scott 35:12,14 57:6,11 71:16 73:14 80:25 92:23 94:5 95:19,22 98:10 se 2:2 6:12 28:7 sea 64:9 70:15 75:24 76:16,25 77:9,22 seal 146:12 search 95:13 second 4:25 11:10,21 14:20 35:22 60:6,21,22 68:10,12 70:1,20 72:14,17,18 73:6 91:24 96:4,5 104:17 105:21 107:7 118:8,11 128:13 142:10	secret 141:1 secretary 56:4 58:8 126:2 127:4 133:17 security 17:20 17:21,24 18:8 19:8,20 20:18 see 3:9 6:4 12:11 59:4 62:2 82:14 82:15 85:9 88:22 91:19 93:7,8 100:9,12 103:20 105:9 144:22 seeing 133:3 145:5 seek 59:12 123:20 seeking 24:17 120:15 seen 59:24 61:5 73:6 74:18 143:19,21 144:3 144:4 select 127:13 send 62:6 81:19 125:24 sent 42:25 138:9 138:19 142:25 148:14 sentence 38:3 63:15 75:19 79:1 81:22 91:24 94:11 108:5 109:16 separate 135:4 139:24
---	--	--	--

separated 143:5 143:9 separation 53:17 september 51:12 141:24 143:2 144:24 sequential 142:4 serious 39:24 49:6 serve 106:13 134:19 served 106:16 service 67:14 134:18,22 135:1 services 96:20 set 48:16 71:4 93:21 100:23 130:17 133:7,15 sets 71:5 setting 23:6 38:22 settlement 67:10 setup 43:5 severe 27:11 severely 28:16 shadow 40:17 shape 137:24 share 67:18 107:9 120:5,12 122:7 123:2,9,16 123:17 shared 94:7 shares 119:16,18 119:22 120:1,3 120:18,23 121:3 121:7,11,15,17 122:10,18 123:7 123:12,16	sharing 47:5 shed 33:21 100:8 sheet 148:11 short 81:25 130:3 145:8 show 104:20 shut 61:13 sic 35:14 48:7 52:23 125:1 131:17 side 21:24 123:21 sides 67:10,12 sign 8:13,22 47:16 49:22 55:2,6,12,15 112:18 125:5,21 126:5 128:11 132:20 145:15 148:12 signature 53:24 53:25 54:1,17 143:17 146:22 signed 24:21 25:1 26:14 38:4 39:18 44:10,11 50:25 52:1,18 54:4 55:8,16,21 55:24 56:11,17 57:1,3,25 58:1,9 58:10 59:21 60:1 61:22 62:10 64:6,19 71:11 77:25 78:3,9 83:1,7 87:8,12 90:7,8 90:17 91:13,15 92:9 94:12 98:5	98:8,21 111:16 112:22 113:10 113:17,25 114:11,15,23 115:20 117:6 120:7,25 121:1,2 124:12 125:7 130:21 133:1 137:13 148:20 significant 29:12 121:7 signing 8:7 47:11 48:22 57:8 75:9 87:17 88:1,3 111:10 112:13 silence 9:11 10:3 similar 45:21 94:7 simple 54:8 simplify 105:6 simplistic 8:9 simply 89:6 90:15 137:23 single 34:12 93:15 134:9,21 136:22 sir 96:12 109:14 144:7 145:2 sit 22:12 93:4 sitting 20:15 86:16 108:17 situation 49:3 skip 37:16 85:4 107:3 slipped 38:4 slow 5:23	small 4:13 31:9 41:23 72:9 smith 45:2,6 smooth 36:4 sneaked 49:21 social 17:20,21 17:24 18:8 19:8 19:20 20:18 sold 103:3 sole 79:3 84:24 125:7 solely 6:20 126:19 solutions 148:23 somebody 5:18 7:19,21 19:17 26:2 35:12 55:6 59:10 66:5 72:1 72:2 84:16 125:5 128:18 soon 80:24,24 sorry 15:15 18:18 30:6 34:14 39:15 45:13 46:13 69:2 87:19 91:23 99:15 118:5 144:1 sort 5:24 6:4 9:8 9:9 49:21 115:8 sothmann 24:3,6 24:9,20 sound 58:21 sounds 13:24 78:12 sources 18:7 19:6,19,21,24 20:16
--	--	--	--

south 1:1,7 2:7 15:2 16:7 17:3 18:10,13,22 39:2 53:18 134:5 146:5,13 148:4 149:1 150:1 southeast 148:15 space 39:5 69:18 70:4,7,10,11,12 75:20 76:9,22 77:19 78:5 79:6 114:25 115:5 117:8 span 51:9 speak 5:2,7,23 7:17 94:2 speaking 44:19 91:7 specific 69:20 78:14 79:18 98:24 specifically 38:25 55:22 106:13 134:6 speedy 128:9 142:15 spell 38:13 43:12 spelled 44:17 spend 100:21 spending 25:23 106:7 spent 78:8 84:5 91:23 92:6,13 spirit 78:3 90:25 92:10 94:14 spirited 112:5 split 67:8 91:1 92:11,14 94:20	96:25 98:24 splitting 94:13 sponsor 99:16 99:18 121:21 136:8 spouse 11:17,25 12:18 13:13 14:4,22 15:23 46:23 square 69:18,19 70:4 79:5 staff 56:6 stage 53:12 standing 140:10 start 5:3,12,17 21:16 23:20 42:1 47:4 83:4 83:11 101:1 121:4 123:8 134:4,8 started 9:9 10:16 39:20,23 57:14 77:4 122:1 124:24 starts 85:9 96:5 109:2 startup 100:12 100:14,15,20 102:11,17,18 state 1:1 36:22 39:2 65:11 146:5 stated 23:1 statement 122:22 137:13 138:23 states 97:12 128:5	status 16:24 125:25 stay 140:12 stephanie 45:1,5 45:6 stephen 28:22,22 steve 45:14 46:23 47:19,20 47:23 57:21 61:18 62:16 91:22 124:23 126:4,5 127:10 138:22 steven 36:8 38:10 40:16,17 108:22 137:12 stole 26:2 stonewall 73:16 98:8 stonewalling 75:10 81:17 114:7 stop 26:8 28:15 42:4 49:8 stopped 42:5 109:11 116:11 storage 61:14,15 61:15 stored 61:17 116:1,10 117:5 story 130:3 straw 132:4 strawman 132:5 street 1:16 2:4 2:10 9:21 10:8 10:16 11:8 20:20 21:2 127:11	strike 81:3 82:20 strom 60:25 61:1 student 33:11 44:9 students 35:8 42:25 44:25 107:23 stuff 104:11 submit 73:18,23 73:24 75:6 submitted 73:21 75:1 109:8 submitting 109:5 subparagraph 118:12 subscribed 150:14 subsidiary 134:17 substantive 57:23 successful 121:22 suddenly 116:15 suffer 12:24 suggest 89:4 suggested 118:24 suggestion 52:21 suite 2:10 superficial 127:12 superficially 78:13 90:23 superseding 142:7
---	--	---	--

support 65:11 109:18,25 110:2 110:5 111:25 112:1 116:19 131:21,22,23,23 136:16 supposed 77:9 77:10 106:6 123:12 supposedly 114:4 115:23 133:21 138:21 suppression 12:24 sure 3:24 4:10 4:19 5:9 6:1,5 12:15 16:6 20:11 38:14 49:9 81:2 99:6 118:23 surgeon 16:9 23:24 surgeon's 23:22 sworn 3:4 150:14 system 20:2,7 32:17 115:17 116:20	tags 101:4,8 tails 114:3 take 6:25 7:3,5,6 7:7,10,11,18 8:25 12:9 20:12 23:22 26:9 27:13 28:24,25 30:4 35:11 36:9 37:8,20 41:10 50:9,19 52:3,9 53:14 59:5,21 69:8 70:21 71:17 82:18 85:13 86:1 87:7 87:10,11,16 88:13 99:19,24 106:17,19 130:11,16 131:10,24 135:8 137:4 139:8 143:15 145:8 taken 1:18 21:13 21:14 22:5 33:16 34:6 41:13 43:23 47:18 50:10 69:14 70:16 106:20 108:16 145:9 talk 4:3 5:12,24 7:19,23 18:16 47:24 50:20 52:2 57:6 98:10 114:3 115:18 131:24 talked 45:9 72:15 87:11,20 88:10 101:19	119:3 140:11 talking 15:13 43:10 54:12 69:19 70:25 79:18,20 92:24 118:21 121:10 124:5 133:18 target 47:17 48:6 teacher 16:18 teaching 35:8 61:12 107:9,15 107:20 115:11 tech 136:21 technical 65:20 116:10 technically 116:17 technician 22:1 23:20 technologies 37:21 43:19,22 64:25 66:11 121:5 135:5 technology 43:22 64:3 67:3 117:23 122:6 134:19 135:3 tell 4:21 5:5 8:12 16:4 17:14 24:4 25:12 26:5 28:25 34:8 35:15 40:24 42:21 43:15 44:21 45:2,16 46:14,25 53:1 54:20 93:4,8 119:1,6 129:9	138:3 139:12 telling 26:11 82:15 97:18 114:22 121:14 tells 103:13 ten 7:3,7,7 50:9 73:21 75:1,6 tend 5:16 tendency 5:1,22 12:8 38:6 tends 34:18 tenure 34:4 tenureship 32:4 terminology 91:2 terms 8:9 37:13 128:22,25 134:10 testified 3:4 68:8 68:15 testify 32:16 68:4,5 136:24 testimony 6:5,21 7:18,20,21 12:16 73:17 79:21 80:12 143:7 148:9,18 150:8 text 7:20 thank 26:11 50:5 138:17 themselves 92:6 thereof 146:10 thing 7:8,25 41:24 60:8 97:23 115:8 118:6 things 3:17,20 4:2 6:7 7:14 9:6
t			
t 44:18 147:12 149:3,3 table 3:21 tag 101:17,20,20 101:21,25 102:1 102:7,9 104:10 105:19			

17:13 19:15 49:21 79:19 88:23 116:23 think 5:3,22 8:3 10:13 11:20 12:23 13:4,5 20:11 24:10 29:2 34:22 39:8 39:25 43:8 45:7 45:7,21,23,25 46:18 47:18 48:1 51:2,18 52:20,21 55:14 56:21 58:4,18 59:10,12 62:1 63:6,24 67:9 71:2,12 74:1,4 78:8,14 79:12 81:5 83:23 86:9 87:22 89:25 91:22 94:20 95:21 100:19 101:16 103:23 103:25 109:13 111:4 115:22 118:24 119:18 122:23 128:3,5 130:13,15 131:10 132:6 133:16 136:23 140:20 143:5 145:4 thinking 17:20 third 68:25 69:3 69:6 75:11 85:22 142:10,11 thought 47:25 58:5 114:1	131:15,16,18 134:3,8 three 81:24 85:24 95:15 143:10 threw 135:21 thurmond 60:25 61:2 time 1:15 5:13 5:13 7:5 8:18 14:4,9 15:8 24:11 25:10 26:4 27:11 28:13 32:8,11 33:24 36:23 38:5 39:9,17 41:18 49:5 51:5 51:9,23 52:9,23 53:1,13,14 57:12 59:10 60:16 61:4,22 62:10,18 64:6,17,19 65:4 66:3 68:20 70:14,18 71:11 72:4 74:1,21,24 77:20,25 78:8 79:5 81:18 83:7 85:19 86:25 90:19 91:12,13 91:15 94:1 95:13 105:8 106:8,10 115:22 115:24 116:18 119:7,11 124:3,5 124:17 125:11 127:3,18 128:9 129:23 130:12 130:16 132:22	133:12 135:15 136:5,17 148:19 timeframe 124:10 148:8 timeline 111:8 timely 78:6 times 95:20 tired 7:1,2 title 37:2 60:15 65:2,4 66:20 108:6,10,18 125:12 titled 100:9 titles 66:5 toal 127:25 today 3:9 4:7 6:11 8:11 56:19 73:18 86:16 108:17 121:10 told 18:8 19:12 59:11 68:2 74:1 79:12 86:23 93:11 98:2,4 111:4 142:5 tomlinson 28:23 29:8 tomlinson's 28:24 29:1 tool 6:21 top 72:19 96:5 98:13 105:8 tor 105:19 trace 106:5 track 101:6,10 trained 33:10 trainee 23:19 30:3	trainees 22:1 training 35:9 transcript 2:16 3:25 8:7,11,13 8:22,24 145:15 146:6 148:6,20 150:5,8 transfer 35:19 36:4 41:16 60:4 70:12 71:17 77:23 78:5 96:15,23 97:1,7 97:19 98:7 100:24 102:5,15 120:23 135:5 139:1 140:2 transferred 20:14 22:3 40:2 68:22 70:7,17 72:5,6 74:13 76:1 77:9,11,18 97:3 100:2 101:17 120:3 121:11,16 140:5 transferring 140:23 transpired 26:19 28:8 29:5,13 33:22 44:10 47:9,11 48:13 transpirer 48:7 travel 63:18 129:23,25 130:12 treated 125:16 treatment 59:3 trend 136:13
--	--	--	--

trial 68:5,12,13 68:15,24 128:9 142:15 trials 68:6 tricked 37:17 tried 40:1 47:4 132:11 134:8 136:13 trigger 27:1 trouble 135:10 true 48:2 128:1 146:6 150:8 trusted 71:12 truth 25:12 try 4:23 7:3 12:12 28:10 49:3 62:22 98:23 112:19 135:22 136:20 trying 10:3 18:6 28:14 43:20 61:20 76:5 81:2 83:18 84:9 103:11 112:12 112:15 114:20 tulane 36:24 turn 53:5,6 63:16 68:25 69:3,5 70:23 73:1 85:3 115:17 118:3 120:17 turned 61:9,18 twice 136:19 two 12:3 40:21 47:20 50:18 55:17 56:3,21 58:8 67:11	81:24 134:11 type 23:13 109:23 u u 9:17 10:13 40:23 46:11 u.s. 16:23 68:18 68:19 ucsf 20:5 21:22 38:25 72:5,6 101:13,20,21,23 102:1,3,5 104:15 104:16 136:10 136:14,15 ultimate 30:16 ultimately 36:14 37:3,17 understand 3:22 4:7,10,20,22 7:24 31:10 38:3 48:9 49:25 55:19 76:13 81:3,5 84:9 97:6 97:18 117:4 118:23 understanding 63:22 76:14 77:15,18 90:9,25 99:13 122:16 united 97:12 128:5 universities 18:3 20:4 21:6,9 97:13 102:7 136:20 university 1:7 2:7 18:10 21:23	32:1 36:21,24 37:10 40:4 45:22 46:4 52:11 53:18 63:16 73:10 75:6,8 91:5 99:15,17,20 101:14,18 109:17 111:23 115:15 122:2,4 134:7 136:7,21 148:4 149:1 150:1 unrelated 118:20 unsealed 128:3,4 142:13 unsure 116:3,7 use 26:10 27:1 30:24 47:22 54:14 69:17 70:3 84:21 90:1 90:21 103:3 108:6,10 111:2 112:23 113:11 123:16 135:2 usually 5:2 v v 50:12 147:15 148:4 149:1 150:1 vacate 127:18 vaccine 108:7 value 33:12 43:21 119:19 123:15	van 127:2,3 various 100:11 vaxima 133:24 134:16 vector 72:23,25 73:2,19,25 74:2 74:3,5,9,12,14 79:17,18 80:7,17 83:3,8,12,16,19 83:20,22,25 84:5 84:10 86:10 96:20 99:21 104:1,3,7,9,13 105:23 106:15 vectors 94:7,15 96:17 verbal 12:10 verbally 88:24 verify 71:22 148:9 veritext 148:14 148:23 veritext.com. 148:15 vice 27:19,19 37:1,6,10 40:3 45:23 58:19 137:8 15:1 143:2,3 violate 28:3 112:4 142:15 violating 143:17 violation 61:10 97:15 107:18 112:3 128:25 132:8 142:16,18
---	--	---	--

violations 27:25 viral 96:16 voelkel 29:23,24 vs 1:6	watch 127:8 way 8:4 17:4 18:9,22 21:10 22:6 27:22 28:5 28:12 30:10 34:19 41:5 42:14 63:1 64:1 74:21 81:3 93:17 102:18 105:12 108:14 112:8 114:21 115:3,4 117:10 133:4 136:2 137:6 141:5 142:17,19	wife 11:10 14:15 16:12 17:2,3 46:18,24 129:25 wife's 11:12 20:23 window 94:25 95:10 witness 7:2,15 8:2,5 22:25 25:13 59:7,9 60:10,12 63:11 63:13 69:11,13 72:20,22 75:15 75:17 78:21,23 82:1,3,11,14,20 82:23 85:15,17 86:3,5 88:15,17 91:8,10 92:23 93:7,11,16,19,24 94:2 96:8,10 98:16,18 118:15 118:17 141:12 141:18,23 144:20,22 145:14 146:11 148:1,8,10,12,19 witnesses 5:6 36:11 woraratanadha... 44:15,16 word 90:22 112:23 113:11 133:13,15 words 41:9 52:16 78:14 90:24 97:1 98:24 113:20 121:8	work 8:15 16:12 18:21 19:3 20:3 22:7 40:19 41:3 41:6,12 42:15 47:2 57:10 63:17,20,22 72:3 105:10 124:11 worked 19:25 20:5,6 32:4 47:19 working 18:3 42:10 49:9 115:23 works 15:24 16:3 20:2 32:17 39:4 93:18 world 129:23 130:1,12 worry 130:5 worst 137:8 write 62:15 74:22 87:3 131:5 writing 107:11 written 26:13 28:19 29:9,11 31:12 32:13 37:24 40:6,11,14 40:15 41:21 42:18 43:25 46:7 47:14 48:4 48:11 49:15 51:1,24 52:1,12 61:4,21 79:3 87:3 94:9 118:20 wrong 55:20 100:19
w			
w 9:21 12:1 44:18 wait 5:14 18:19 119:1 130:3 waiting 58:7 60:4 waive 145:16 walked 58:6 wall 127:10 want 3:23 7:11 7:23,25 8:13,16 8:21 12:15 21:20 22:24 23:21 28:25 33:6 34:9 37:16 39:12 52:6 78:13 81:19 82:9 91:1 92:14 93:5 113:6 119:5,5 125:13 129:14,15 130:10 139:13 139:18 141:17 wanted 26:9 27:13 28:24 31:15 35:11 36:9 47:24 72:24 110:14 129:12,14 130:1 130:14,21 139:14	wayne 36:22 ways 122:23 we've 87:11,20 118:21 wearing 34:20 website 61:10 107:22 weeks 40:21 111:15 112:14 weird 58:21 105:19 welcome 7:5 went 44:25 46:18 53:9 55:15,23 71:22 whatsoever 127:24 128:16 133:11 135:6 whistleblower 46:3 127:4 white 34:20 49:2 55:18		

[x - zucker]

Page 35

x
x 147:1,12
y
y 9:17 40:22 y'all 75:23 yeah 69:13 year 12:19 13:2 51:16,17,19 88:5 88:5 110:11 128:8,10 136:15 137:20 141:23 141:24 years 12:23 111:3 127:24 128:10,14 129:8 132:18,18,25 143:10 york 38:23 yun 1:4,13 2:3 3:3 147:3 148:1 148:4,5 149:1,2 149:24 150:1,2,4 150:12 yusuf 35:22 36:20 92:21 93:1 94:5 121:24
z
z 11:15 43:7 zucker 67:20 130:18 133:7,16

South Carolina Rules of Civil Procedure

Part V. Depositions and Discovery

Court Rule 30

(e) Submission to Witness; Changes; Signing.

When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign
require rejection of the deposition in whole or in
part.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES
ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,
2019. PLEASE REFER TO THE APPLICABLE STATE RULES
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

JIAN-YUN (JOHN) DONG, M.D., Ph.D.,

Plaintiff(s)

vs.

THE MEDICAL UNIVERSITY OF
SOUTH CAROLINA

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

14-CP-10-5332

Submitted By: Allan R. Holmes
Address: Gibbs & Holmes, Suite 110, 171 Church Street,
Charleston, SC 29401SC Bar #: 2576
Telephone #: 843-722-0033
Fax #: 843-722-0114

Other:

E-mail: aholmes@gibbs-holmes.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

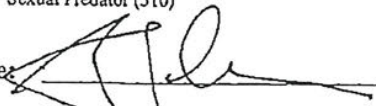
DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

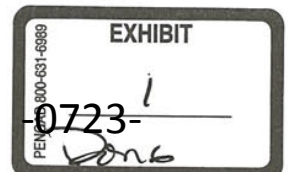
NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☒ Breach of Contract (140)
☐ Other (199) | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
☐ Previous Notice of Intent Case #
20-CP-
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Administrative Law/Relief
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers Compensation Settlement Approval (780)
☐ Other (799) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex/Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Sexual Predator (510) | | |

Submitting Party Signature: 

Date: September 2, 2014

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.



FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

JIAN-YUN (JOHN) DONG, M.D., Ph.D.,)
Plaintiff,)
vs.)
THE MEDICAL UNIVERSITY OF)
SOUTH CAROLINA,)
Defendant.)

SUMMONS

FILED
FALL SEP-2 PM 4:29
CLERK OF COURT
BY

TO: THE DEFENDANT ABOVE NAMED

YOU ARE HEREBY SUMMONED and required to answer the Complaint herewith served upon you and to serve a copy of your Answer to the said Complaint on Plaintiff's attorney, Allan R. Holmes, Esquire, Gibbs & Holmes, 171 Church Street, Suite 110, Post Office Box 938, Charleston, South Carolina 29402, within thirty (30) days after the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, exclusive of the day of such service, judgment by default will be entered against you for the relief demanded in the Complaint.

GIBBS & HOLMES

September 2, 2014

By: 
Allan R. Holmes
Suite 110, 171 Church Street
Charleston, South Carolina 29401
Phone: 843-722-0033

ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

JIAN-YUN (JOHN) DONG, M.D., Ph.D.,)
Plaintiff,)
vs.)
THE MEDICAL UNIVERSITY OF)
SOUTH CAROLINA,)
Defendants.)

COMPLAINT

FILED
2014 SEP -2 PM 4:29
JULIE J. ARYSTROMG
CLERK OF COURT

The above-named Plaintiff, by his undersigned counsel, complains of the above-named Defendant and alleges that:

1. Plaintiff is a citizen and resident of Charleston County, South Carolina;
2. Defendant is a body corporate and politic organized under the laws of South Carolina with authority to sue and be sued.
3. Plaintiff holds Doctor of Philosophy and Doctor of Medicine degrees, is an internationally renowned scientist, and served as a tenured faculty member and employee of the Defendant from 1998 until March 31, 2012.
4. Disputes between the Plaintiff and Defendant led to their entry into an Agreement dated May 3, 2010. A copy of said Agreement is attached hereto as Exhibit On May One and its terms are incorporated herein by reference.
5. On, or about, September 29, 2011, the Defendant breached the May 3, 2010, Agreement. A summary of some of the breaches of the Agreement is provided by the September 29, 2011, letter of the Defendant authored by its agents, Mark S. Sothman, Ph.D., and Vice President for Academic Affairs and Provost, and Stephen M. Lanier, Ph.D., Associate Provost

for Research. A copy of this letter is attached as Exhibit Two and incorporated fully herein. *Inter alia*, these breaches violate the May 3, 2010, Agreement, and constitute actionable breaches of contract. They include:

- a. The placement of the Plaintiff on administrative leave and denying him all his duties and responsibilities as a faculty member of the Defendant;
- b. The complete failure to relocate his laboratory equipment and the destruction of his laboratory research materials thereby depriving the Plaintiff of his research, the opportunity to conduct research, the value of his research and diminished his ability to conduct research and obtain research funding and continue or advance his position at another university.
- c. The denial to him of this right to conduct research under the auspices of the National Institutes of Health and other funding agencies, and the destruction of grant activities which he had already secured;
- d. The failure to return to the Plaintiff various biological materials which were wrongfully taken from the Plaintiff by the Defendants and used by other employees of the Defendant;
- e. The failure to support Plaintiff's applications for research funds;
- f. The blocking of the Plaintiff's anticipated research at the biotech firm, GenPhar, Inc., by supporting an unlawful take over of GenPhar, Inc. *Inter alia*, the Defendant, through its agents, contributed to GenPhar shares of stock. These shares included those which the Plaintiff had obtained for the Defendant, and included shares owned by the Plaintiff. These actions caused the full control of GenPhar, Inc., to be given to a German national unlawfully, and unlawfully deprived the Plaintiff of the value of his shares while destroying his efforts to conduct research.

6. The foregoing acts and omissions of the Defendant constitute its breach of its Agreement with the Plaintiff, and have proximately caused damages to the Plaintiff in an amount to be determined at trial.

DEMAND FOR JURY TRIAL

7. Plaintiff demands a trial by jury on all claims.

WHEREFORE, plaintiff requests that this Court:

- a. Set this case down for trial by jury;
- b. Enter Judgment in favor of the Plaintiff in an amount of damages to be determined at trial;
- c. Tax costs and fees against the Defendant;
- d. Grant such other and further relief as is deemed just and proper.

GIBBS & HOLMES

September 2, 2014

By: 
Allan R. Holmes
Suite 110, 171 Church Street
Charleston, South Carolina 29401
Phone: 843-722-0033

ATTORNEYS FOR PLAINTIFF

EXHIBIT ONE

A Final Separation Agreement between
The Medical University of South Carolina including its College of Medicine,
and Dr Jian-yun Dong, Professor of Microbiology and Immunology

This Final Separation Agreement between The Medical University of South Carolina including its College of Medicine (the "University"), and Jian-yun ("John") Dong, MD, PhD, ("Dr. Dong") Professor of Microbiology and Immunology, is entered into this 31st day of May, 2010.

By their entering into this final agreement, the University agrees that Dr Dong's compensated appointment as Professor of Microbiology and Immunology will continue through March 31, 2012. Dr. Dong agrees to withdraw any and all pending or future grievance(s) for actions prior to the date of this agreement (above) and agrees that this final separation constitutes full settlement of any and all past grievances or claims that Dr. Dong may have against the University, its employees and against any and all of its affiliated entities up to and including the date of this agreement.

During the term of this final agreement, the University will continue Dr. Dong's employment, faculty appointment and make scheduled salary payments to him. In consideration, Dr. Dong acknowledges that this final agreement constitutes his irrevocable resignation of his tenured faculty appointment to be effective no later than March 31, 2012. Dr. Dong will retain his faculty appointment, tenure and title until the effective date of his resignation.

The University retains the right to provide him a modified, non-tenure faculty appointment and title after March 31, 2012, in light of any continuing mutual benefits that may accrue to the parties.

In his execution of this final separation agreement, Dr Dong understands that he is advised to seek legal advice before signing any final document, and shall have forty-five (45) days after the execution of the agreement to revoke it.

Payment of Faculty Compensation

The University will pay Dr. Dong his current level of monthly compensation through March 31, 2012. This amount will equal but not exceed his effective annual rate of pay (\$105,313.00/year) at November 1, 2009.



Retention of Faculty Appointment and Faculty Duties

The University agrees that Dr. Dong will retain his current appointment and rank through March 31, 2012. Dr. Dong's primary appointment will be in the Department of Biochemistry with a secondary appointment in the Department of Microbiology and Immunology. During this time he will receive annual evaluations and receive and respond to critical inputs and comply with reasonable faculty duties and requests. The University, in turn, acknowledges that Dr. Dong will work predominantly off site in the Charleston area and will travel for academic and commercial purposes.

Dr. Dong agrees to carry his customary share of teaching, lecturing and instructional responsibilities as assigned and communicated to him in writing by the chairman of each department.

During this period Dr. Dong may use the title "Director of Biotherapeutics and Vaccine Development."

Dr. Dong is free to seek academic and research collaborations, including secondary appointments, within MUSC during the remainder of this agreement. Dr. Dong may consult with Drs. Yusuf Hannun and James Norris regarding any proposed change of primary department. Any and all MUSC academic appointments are understood to be term limited, not to extend beyond March 31, 2012 or the date of his employment at another institution or company, whichever may come first.

Irrevocable Resignation effective no later than March 31, 2012

Dr. Dong agrees and commits to submitting an Irrevocable Letter of Resignation effective no later than March 31, 2012. He may submit this letter at any time. Should Dr. Dong accept fulltime employment, including a faculty appointment, at another institution or company prior to March 31, 2012, then the agreed upon payments and continuing appointment will cease at the time of his first day of paid employment. Dr. Dong may request the University's continuation of a modified, non-tenure appointment. The University retains the right to bestow upon him such appropriate title after that time in light of any continuing mutual benefits that may accrue to the parties.

Irrevocable Resignation under this agreement

Should Dr. Dong not elect to send a formal letter of resignation either upon assuming full-time employment at another institution or company or at the end of March 31, 2012, this agreement is recognized by Dr. Dong and the University as an irrevocable resignation effective the time of his first day of paid employment at another institution or March 31, 2012, whichever is sooner.



Access to Campus Research Laboratories and Resources

Dr. Dong agrees to relinquish his future use of approximately 700 sq. ft. of laboratory space after the listed equipment and materials (Inventory list is attached as Exhibit A) have been transferred to his new space. This allows the University to reassign space unused or underused for the needs of other researchers during a time of building renovations.

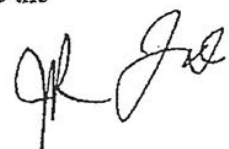
Dr. Dong must submit an additional list of Vector Core equipment items (to be attached as Exhibit B and approved by the University) he is requesting no later than 10 days after the date of entry into this agreement. The University intends to equip a temporary Vector Core facility in so far as the temporary relocation of that equipment does not disadvantage the grant funded research of other faculty members.

In lieu of rental payments for space in the GenPhar Building (once occupied), the University will waive the direct charging of Dr. Dong's salary to any grants or contracts he receives during the period of this agreement. The University will cost-share this expense in compliance with federal rules and regulations.

The University will continue to provide the customary fiscal support and oversight for research awards received through MUSC and the Division of Basic Science.

The University agrees to relocate at its expense the equipment listed in Exhibit A. It will also relocate at its expenses such Exhibit B equipment as it may evaluate from the remaining Vector Core equipment which can be temporarily relocated without jeopardizing other on-going funded faculty researchers. This includes equipment which Dr. Dong purchased from UCSF and for grants on which Dr. Dong was the named original PI as permitted by law and University policy to the GenPhar location, provided that all certificates of occupancy, governmental permits and insurance coverages are in place for that site. Other items purchased and owned by MUSC with Vector Core NIH and HCC funding shall remain on MUSC's campus, except as listed in Exhibit A, or in the approved Exhibit B request. All equipment shall remain within the MUSC property accounting system. Likewise, any equipment purchased through extramural grants written by Dr. Dong as the sole PI and which was in Dr. Dong's laboratory at the time of relocation to the 700 sf laboratory space (including listed freezers and refrigerators also located in nearby equipment rooms of CSB) shall be relocated to GenPhar in 30 days from the effective date.

Dr. Dong's access to campus facilities and to their use shall not be limited during his remaining years of appointment and employment. All normal laboratory policies and safety practices are to be followed by all faculty members and technicians, including Dr. Dong and his team. All parties acknowledge that this agreement does NOT supersede the University's normal laboratory policies and safety practices.



Equipment relocated to GenPhar under this agreement will be returned to the MUSC campus at the University's expense at the end of Dr. Dong's appointment, unless otherwise permitted by existing university policies and external sponsor policies and approvals.

Dr. Dong will transfer any research material including genetic materials, DNA constructs, viral and plasmid vectors, antibodies, and enzymes to Dr. Dong's new research location for his continued research, including the materials which were provided by Dr. Dong to the Vector Core for services while Dr. Dong was the Director. Any vectors provided to faculty members during the operation of the Vector Core will remain with the respective faculty members who acquired the product.

In recognition of his offer to perform Vector Core services from his off-campus location for the approximate twenty-three month interval above, the University will pay Dr. Dong a sum of \$30,000 directly from the Chairman's budget in the Department of Microbiology and Immunology, to be paid no later than day 50 following the signing of this agreement. These payments will enable him to perform Vector Core functions and to begin to replicate and to re-propagate vectors which have been lost.

At the direction of Dr. Yusuf Hannun, Mr. Scott Reid and Mr. Ronald Bycroft will attempt to locate any vectors or similar materials shared with other investigators for re-propagation by Dr. Dong and will attempt to locate written, enduring, hard-copy records which have been lost. This will occur in the 45 day window above. Any additional items located after that time of search will also be provided Dr. Dong.

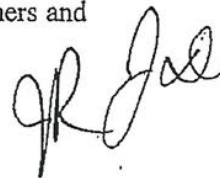
Active Grants at the Time of Resignation

The University agrees to relinquish any and all active, commercially funded research awards received by Dr. Dong to Dr. Dong as permitted by the sponsor upon his resignation. Active, federally funded research awards received will be relinquished directly back to the federal agencies as obligated in the award agreements.

Enduring grant materials, records, lab books and any other documentation required by law or University policy, will be secured, catalogued and maintained by MUSC, in the office of its General Counsel. Dr. Dong may make copies of his enduring grant materials, records, and lab books. Listed laboratory equipment and computers, printers may be released to Dr. Dong, only as permitted under existing university policies and guidelines.

MUSC will cover Dr. Dong's legal fees and other costs in this matter, through a second one-time payment of \$20,000, also to be made to Dr. Dong no later than day 50 following the signing of this agreement.

All parties enter this agreement in good faith and with respect for the intellectual property and scientific contributions of all current, past or future students, faculty researchers and university administrators.



The Parties have set their hand and seal this 3rd day of May 2010.

Medical University of South Carolina

Witness

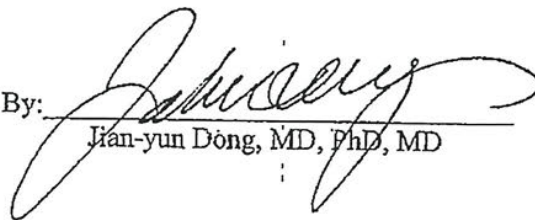
By:



J.G. Reves, MD
Vice President for Medical Affairs
and Dean, College of Medicine

Witness

By:



Jian-yun Dong, MD, PhD, MD

Exhibit A is to be attached and is to be initialed and dated by both parties.

Exhibit B to be provided by Dr. Dong no later than 10 after the signing of this agreement

Descriptions Inventory BSB 211 Lab	Funding	MUSC Tag #
Desk chairs 1 each	Startup	
Regulator in use on CO2 cylinder	No tags	
Epson scanner	No tags	
Compac computer	UCSF	
Igloo Cooler Blue and White	No tags	
I Mac broken Two each	Startup	
Lamp for Luminator Mod vf15H	No tags	
Picker	Paddock	
Power Mac G5	GenPhar	
rotor buckets 3 each	No tags	
Two foot stools	No tags	
UVP Trans Luminator	Paddock	83009591
Apple Personnel Lazer Writer	No tags	
BRL Mod 250 Electrophoross systems	No tags	
Corning Stirrer PC-353	Arrigo	
Cylinder Regulator Gauges (3 each)	No tags	
Fisher FB 105 Electrophoross systems	No tags	
Fisher microprobe	No tags	
GCA Precision Water bath	No tags	
I Mac and Keyboard and two mice	Startup	
Pipet-Aid Lot # 276	No tags	
Pipet-Aid Lot 221	Arrigo	
keyboards 4 and 4 mice	No tags	
Book cases Mahogany 72" high	Startup	
Fellows Shredder	Startup	
Two Book cases Mahogany each	Startup	
-86C ULT Freezer two door	Vector Core	83083054
Barnstead NanoPure-Diamond	Vector Core	83085260
Bell Stirrer	No tags	
Bio-Rad Biologic BioFrac Fraction collector	Vector Core	
Bio-Rad Bio-logic LP part of 31 above	Vector Core	
Boekel Microcooler	Paddock	83023135
Cryo Biological Storage System JR not in use	No tags	
Fisher Biotech Hybridization Incubator	Startup	
Fisher Dry Bath Incubator...	No tags	83075059
Fisher ISO temp 1250	Vector Core	
Fisher ISO temp 205	Vector Core	
Fisher Vortex Genie	No tags	
Fisher Vortex-gene	Paddock	
Forma Scientific -80 Freezer	UCSF	
Forma Water Jacketed Incubator	Startup	
G3 computer /keyboard/monitor	Startup	
Kenmore Chest Freezer Large	Dong NIH	
Kenmore Freezer	Dong NIH	
Kenmore Microwave Quiet touch	Dong NIH	
Kenmore Refrigerator/Freezer	Startup	
Kenmore under the counter refrigerator	UCSF	
Parameter Select SN 030	No tags	
Power Mac G4/monitor/keyboard	Startup	
VWR Under the counter refrigerator	UCSF	
Precision Water bath	UCSF	

3 drawer Lat file cabinet (HON)	No tags	
ALPS Printer and box of ribbins Mod 2300	No tags	
Amana Microwave Range	82027-01	
Apple I book	Genphar	83082919
Apple I book no battery	Genphar	
Apple monitor	Startup	
Bio-Rad Gene Pulser	Arrigo	83075041
BMG Fluostar with Dell computer	Vector Core	83072286
Bockel Microcooler	Paddock	83075052
Boekel Microcooler	Arrigo	83025050
Boi-Rad Trans Blot SD	No tags	
Branson 450 Sonofoer	UAB	
Camera connected to Scope above (HBO 100)	Vector Core	
Computer in Office	No tags	
Corning Stirrer/Hot Plate	UCSF	
Cryo Biological Storage System 6 Plus	Vector Core	
Cryo Biological Storage System 6 plus not in use	Startup	
Dell Computer & monitor 17"	No tags	
Dell monitor 24"	Genphar	
Deluxe Mixwe S8220	No tags	
Desk And Chair	Startup	
Eppendorf Centrifuge 5402	Paddock	83022926
Eppendorf Centrifuge 5415C	Paddock	83031565
Eppendorf Centrifuge 5415C	Arrigo	83031566
Eppendorf Centrifuge 5417C	Paddock	83056787
Eppendorf Centrifuge 5417R	Paddock	83052851
Eppendorf Easypet Pipette	Vector Core	
Eppendorf Easypet Pipette	UCSF	
Eppendorf pipette P10 =10 each	lor Core=3 Dong NIH=4	
Eppendorf pipette P100 = 1 each	No tags	
Eppendorf pipette P1000 =3 each	No tags	
Eppendorf pipette P20 =7 each	lor Core=5 Dong NIH=4	
Eppendorf pipette P200 = 5 each	vector Core=4	
Equathon Temp Blok	UCSF	
File Cabinet	Startup	
Finnpipette Digital 5-50 ul	UCSF	
Fisher Dry bath Incubator	Vector Core	
Fisher Electrophoresis Systems	UCSF	
Fisher ISO Temp	No tags	
Fisher ISO temp 125D	No tags	
Fisher Manathon 16 KM	vector core	
Fisher Mini Vortexer	UCSF	
Fisher PH Meter Mod AB15	UCSF	
Fisher Regular Mod 10-572-E	No tags	
Fisher Sterrer/ hotplate	UCSF	
Fisher Water bath 205	UCSF	
Fisher Waterbath	Vector Core	83075057
Fisher Waterbath 220	UCSF	
Forma Chest freezer (locked)	UCSF	
Forma Orbital Shaker	UCSF	
Forma Water Jacketed Incubator	Kalivas	
Fotodyne UV	No tags	



Gallen Kamp Orbital Incubator	Genphar	
General Electric Reader	No tags	
Harvard Trip Balance (2kg - 5 lb) two each	1=UCSF	
Hot Plate	Paddock	83075048
Hot Plate Nuova II	No tags	
HP 4050N printer	Startup	
IEC Centrx CL3R	Paddock	83073686
IEC HN-SII Centrifuge	UCSF	
IEC Micromax	UCSF	
IEC Micromax	No tags	83073687
IEC micromax	UCSF	
IMAC	Startup	83074995
IMAC	Startup	83075045
IMAC /keyboard	Startup	
Imac and Keyboard S/N YMO1112QJ88	Donation/26000	83075063
Kenmore 19 Freezer (locked)	Dong NIH	
Kenmore Chest Freezer small (1)	Dong NIH	
Kenmore Freezer Chest Small (2)	UCSF	
Kenmore microwave	Vector Core	
Kenmore Ref/freezer	No tags	
Kenmore Refrigerator / Freezer	No tags	
Kenmore Refrigerator/Freezer	No tags	
Kenmore refrigerator/Freezer 293	UCSF	
Kodak Carsusel 80	No tags	
MJ Research PTC-200 DNA Peltier Thermal Cycler	Vector Core	
OHAUS Balance	UCSF	
Olympus CK2 Microscope	Vector Core	83037762
Opti-Quip Mod 1200 power supply	Paddock	83075065
Orbital Shaker	Paddock	83075037
Panasonic Phone with Answering machine	No tags	
Perkin Elmer Gene AMP PCR system 2400	Paddock	83049405
Perkin Elmer Gene AMP PCR system 9600	Startup	83027077
Picker Reader	Paddock	
Pipet- Aid lot 205	Startup	
Pipet Aid Lot 205	TAL (Ken's)	
Pipet Aid pipette SN 35452	UCSF	
Pipet-Aid Sn # 21576	UCSF	
Pipetman pipette P10 = 1 each	No tags	
Pipetman Pipette P100 =1 each	No tags	
Pipetman Pipette P1000 = 9 each	No tags	
Pipetman Pipette P1000 = 9 each	No tags	
Pipetman Pipette P20 = 20 each	No tags	
Pipetman Pipette P200 = 9 each	vector Core=3	
Power PC & monitor plus old scanner and CD-Rom	No tags	
Power PC and 5 keyboards in a box	Startup	
Precision Standard Balance	No tags	
Precision Waterbath	Paddock	83031568
Precision Waterbath	Paddock	83075039
Precision Waterbath	Paddock	83075042
Precision Waterbath Mod 181	Paddock	83075047
Printer	Startup	
Safety Glass two pair	No tags	
Savant SpeedVAC SC100	Paddock	83075049



Sears Seal n Save	No tags	
Spenger	UCSF	
Steel Cart (Lake side Inc.)	No tags	
Stratagene RoboCycler 40	UCSF	
Survey Meter (Ludlum MD23)	UCSF	
Two Chairs	Startup	
Vortex	No tags	
Vortex-2 Genie	Arrigo	
Vtech phone base with three phones	GenPhar	
VWR 1230 Waterbath	UCSF	
VWR 50-200ul pipette	UCSF	
VWR Rocking Platform Mod 100	Vector Core	83075060
Wooden 6 shelf book case	Startup	
Zeiss Microscope 200 and power supply	Vector Core	83082917
Zip 250 drive 3 each	Startup	



EXHIBIT TWO



Office of the
Vice President for Academic Affairs
and Provost
Colcock Hall
179 Ashley Avenue
MSC 002
Charleston SC 29425-0020

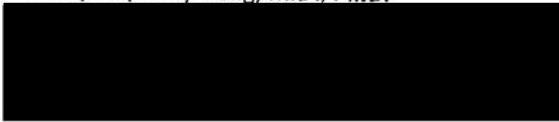
Tel 843 792 3031
Fax 843 792 5110
www.musc.edu

PERSONAL AND CONFIDENTIAL

REVISION REFLECTING CORRECTED DEPARTURE
DATE OF MARCH 31, 2012 IN PARAGRAPH #1

October 3, 2011

Jian-yun (John) Dong, M.D., Ph.D.



RE: Administrative Leave

Dear Dr. Dong:

Please find attached, revised correspondence to you dated September 29, 2011, which reflects the corrected departure date of March 31, 2012, as stipulated in the May 3, 2010 Final Separation Agreement with Dean Reves (See paragraph #1).

Sincerely,

Mark S. Sothmann, Ph.D.
Vice President for Academic Affairs and Provost

Stephen M. Lanier, Ph.D.
Associate Provost for Research

MSS/jjs

"An equal opportunity employer, promoting workplace diversity."

ELECTRONICALLY FILED - 2023 Mar 31 11:26 AM - CHARLESTON - COMMON PLEAS - CASE#2016CP1006683



Office of the
Vice President for Academic Affairs
and Provost
Colcock Hall
179 Ashley Avenue
MSC 002
Charleston SC 29425-0020

Tel 843 792 3031
Fax 843 792 5110
www.musc.edu

PERSONAL AND CONFIDENTIAL

REVISION REFLECTING CORRECTED DEPARTURE
DATE OF MARCH 31, 2012 IN PARAGRAPH #1

September 29, 2011

Jian-yun (John) Dong, M.D., Ph.D.

RE: Administrative Leave

Dear Dr. Dong:

After notification of your indictment by the United States Government, pursuant to MUSC policies Dean Etta Pisano notified you by letter on September 20, 2011 that you had been placed on administrative leave with pay. This administrative leave applies to all of your duties and responsibilities as a faculty member at MUSC and will continue until the charges against you are resolved, or until your agreed upon departure date of March 31, 2012 as stipulated in the May 3, 2010 Final Separation Agreement with Dean Reves.

In your Separation Agreement you relinquished use of your laboratory space at MUSC and the University agreed to relocate certain equipment to the GenPhar Building. Due to a change in ownership at GenPhar, we have been unable to relocate the equipment and it has remained in a secured space on campus. As you know, the area currently housing your laboratory equipment is scheduled for renovation beginning in October 2011. Therefore, Scott Reid in the Department of Biochemistry and Molecular Biology will coordinate an inventoried relocation of your lab equipment and freezers to a secure location. Any access to this material during the period of administrative leave can be coordinated through Scott Reid with the approval of the Associate Provost for Research.

We understand that you have received positive feedback regarding a pending grant application you submitted to the National Institutes of Health. While on administrative leave you cannot perform duties as a MUSC faculty member and according to your Separation Agreement any active federally funded research awards to MUSC would be relinquished to the funding agency upon your March 31, 2012 departure. Thus, it may be prudent to postpone accepting any grants or delaying the start date until you have made arrangements to start the grant at another institution.

"An equal opportunity employer, promoting workplace diversity."

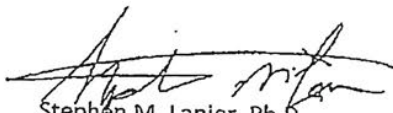
Dr. Dong
September 29, 2011
Page 2

Please contact Dr. Lanier if you have any questions.

Sincerely,



Mark S. Sothmann, Ph.D.
Vice President for Academic Affairs and Provost



Stephen M. Lanier, Ph.D.
Associate Provost for Research

MSS/jjs



Etta D. Pisano, M.D.
Vice President for Medical Affairs
Dean, College of Medicine

56 Jonathan Lucas Street
Suite 661, MSC 617
Charleston, SC 29425
Ph (843) 792-2842
Fax (843) 792-2957
dpisano@musc.edu

843-
991-2332
Dong

March 14, 2011

John Dong, M.D., Ph.D.
Department of Microbiology & Immunology
Medical University of South Carolina
Charleston, SC 29425

RE: Inventory of Laboratory Material

Dear Dr. Dong:

We have previously discussed the need to inventory the biological materials in your laboratory prior to their relocation. I am writing to inform you that the dates for the inventory have been confirmed. The inventory is scheduled to begin on March 24 at 9:00 a.m. and it is our hope that it can be concluded by 5:00 p.m. on March 25. As we have discussed, your attendance is required during the inventory; please plan to be present from 9:00-5:00 p.m. on March 24 and 25 unless otherwise instructed. Craig Beeson, the Chair of the University Research Council, will assume the lead in conducting the inventory, and he will be assisted by Dan Eisenman, the University's Biosafety Officer.

Please let me know if you have any questions about this matter.

Sincerely,

Etta D. Pisano, M.D.
Vice President for Medical Affairs
Dean, College of Medicine

cc: Dr. Craig Beeson
Dr. Daniel Eisenman
Dr. Steve Lanier

"An equal opportunity employer, promoting workplace diversity."



Nall, Jennifer

From: Pisano Dr., Etta Driscoll
 Sent: Monday, April 04, 2011 11:19 AM
 To: Dong, John
 Cc: Beeson PhD, Craig Cano; Eisenman, Daniel; Lanier, Stephen M; Nall, Jennifer
 Subject: Inventory of Laboratory Material

Dr. Dong:

I am writing in response to your email to me dated March 29, 2011, regarding the inventory of your laboratory items located in refrigerators, freezers and liquid storage containers in the Basic Science Building rooms 215 and 218 and their condition. The inventory took place on Thursday, March 24, and was conducted by Craig Beeson, Chair of the University Research Council, and Dan Eisenman, the University's Biosafety Officer. The date for the inventory was scheduled around your availability and I instructed you several times that your attendance was required during the inventory. Your decision to leave prior to the inventory being completed was out of compliance with that request.

Your email implies that an empty freezer indicates a theft of materials, and that is not a point of fact. I will also note that you bear a responsibility for documenting the contents of your lab, as well as for the maintenance and condition of your lab equipment and materials. Craig Beeson and Dan Eisenman are completing the inventory documentation, and I will be happy to provide you with a copy when that information is available. The inventory documentation will serve as the official record in this matter.

Please let me know if you have any questions about this matter.

Sincerely,

Etta

Etta D. Pisano, MD
 Vice President for Medical Affairs
 Dean, College of Medicine

From: Dong, John
 Sent: Tuesday, March 29, 2011 3:58 PM
 To: Pisano Dr., Etta Driscoll
 Cc: Beeson PhD, Craig Cano; Eisenman, Daniel; Lattimore, Michelle H; Lanier, Stephen M
 Subject: Re: Letter from Dean Etta Pisano re: inventory of laboratory material

Dr. Pisano,

As you have instructed, I was on site when the "inventory" of my freezers took place. I did not stay for the entire duration, because there was apparently no need for me to stay any longer. All my freezers without the locks have been emptied or nearly empty with only few useless, most not properly labeled items remained. However, the only two, may be three locked freezers appeared to have most of the original contents. I believe that Dan, Craig, Scott and Jennifer all have witnessed the conditions and the drastic differences of my freezers that were not locked and those were locked. I also took some photos.

I believe that Craig concurred with me and stated that "there is no questions, not something to debate about" that here are major differences of the freezers that were locked and not locked. Craig also stated that "the genetic material would represent tens of thousands of man hours to create." I also believe that the inventory list will reflect the facts.

I would like to receive a copy of the original un-modified report of the inventory and a specific statement and description of the freezers unlocked and the those of locked. I also need a specific inventory statement of the two deep -80 freezers and the liquid nitrogen containers which should have contain my most important genetic research materials that need for long term storage.

Thanks in advance.



A hard copy of the request will mailed.
Sincerely,

John Dong.

On Oct 6, 2010, at 10:10 AM, Pisano Dr., Etta Driscoll wrote:

Dear Dr. Dong:

I will be happy to meet with you upon your return from Washington, D.C. Please contact my office to schedule an appointment; my assistant, Michelle Lattimore, is copied here.

As you and the University have entered into an employment agreement which includes your relocating to an off-campus site, it is just standard operating procedure to make an inventory of all materials in your possession before they are moved. I have asked for this to be done to insure our mutual understanding regarding your freezer's contents before they are relocated. This is really non-negotiable given our need to assure that all items that are relocated arrive intact and complete. While I am not aware of the written document you have requested, this is an expected part of any move of any material. We cannot complete this activity without this step.

Sincerely,

Etta

Etta D. Pisano, M.D.
Vice President for Medical Affairs
Dean, College of Medicine

From: Dong, John
Sent: Thursday, September 30, 2010 11:36 AM
To: Nall, Jennifer; laniers@muscd.edu; Pisano Dr., Etta Driscoll
Cc: Beeson PhD, Craig Cano; Eisenman, Daniel
Subject: RE: Letter from Dean Etta Pisano re: inventory of laboratory material

Dear Dr. Pisano,
I would like to acknowledge receiving your letter, and sorry for the delay in responses. I have just finished an initial review of 11 grants for VMD study section and will be leaving the on the 5th for the study section in DC.
I will be back on the 7th. In addition, I am writing an R01 and a DoD grant proposal myself.
I would like to have an appointment to discuss the issues with you since you have not been involved with the previous stealing my genetic materials, as Dr. Lanier did. and the resolving the hardships and mitigate the damages to MUSC and to myself as Dr. John Raymond and Dr. Reves did.
I would like you to review the previous documents and send me a copy of the SOP you have mentioned in your emails before the meeting.
Please let me know when it would be a convenient time for you. Hopefully after I come back from DC.
Best regards,
John

John Dong, M.D., Ph. D.
Professor,

From: Nall, Jennifer
Sent: Friday, September 24, 2010 9:29 AM
To: Dong, John
Cc: Beeson PhD, Craig Cano; Eisenman, Daniel
Subject: Letter from Dean Etta Pisano re: inventory of laboratory material

Dr. Dong,

Attached please find a letter from Dean Etta Pisano regarding inventory of biological materials in your laboratory. Many thanks,



Etta D. Pisano, M.D.
Vice President for Medical Affairs
Dean, College of Medicine

96 Jonathan Lucas Street
Suite 601, MUSC 617
Charleston, SC 29425
Ph (843) 792-2842
Fax (843) 792-2967
pisano@musc.edu

September 20, 2011

John Dong, M.D., Ph.D.
[Redacted]

Dear Dr. Dong:

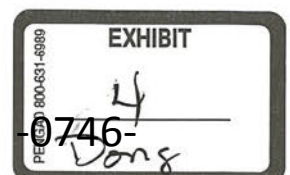
The Medical University of South Carolina has been notified that you have been federally indicted related to your activities with your company, Gen-Phar. Pursuant to MUSC Faculty Handbook policy, you are being placed on administrative leave with pay effective immediately. This administrative leave will remain in effect until the federal charges have been resolved or until your resignation on March 31, 2012, whichever is earlier.

Sincerely,

A handwritten signature in cursive script, appearing to read "Etta D. Pisano".

Etta D. Pisano, M.D.
Vice President for Medical Affairs
Dean, College of Medicine

cc: President Ray Greenberg
Provost Mark Sothmann
Dr. Zihai Li





Office of the
Vice President for Academic Affairs
and Provost

Colquhoun Hall
179 Ashley Avenue
MSC 002
Charleston, SC 29425-0020
Tel 843 792 3051
Fax 843 792 3110

PERSONAL AND CONFIDENTIAL

REVISION REFLECTING CORRECTED DEPARTURE
DATE OF MARCH 31, 2012 IN PARAGRAPH #1

September 29, 2011

Jian-yun (John) Dong, M.D., Ph.D.

RE: Administrative Leave

Dear Dr. Dong:

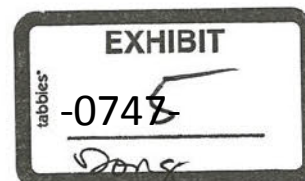
After notification of your Indictment by the United States Government, pursuant to MUSC policies Dean Etta Pisano notified you by letter on September 20, 2011 that you had been placed on administrative leave with pay. This administrative leave applies to all of your duties and responsibilities as a faculty member at MUSC and will continue until the charges against you are resolved, or until your agreed upon departure date of March 31, 2012 as stipulated in the May 3, 2010 Final Separation Agreement with Dean Reves.

In your Separation Agreement you relinquished use of your laboratory space at MUSC and the University agreed to relocate certain equipment to the GenPhar Building. Due to a change in ownership at GenPhar, we have been unable to relocate the equipment and it has remained in a secured space on campus. As you know, the area currently housing your laboratory equipment is scheduled for renovation beginning in October 2011. Therefore, Scott Reid in the Department of Biochemistry and Molecular Biology will coordinate an inventoried relocation of your lab equipment and freezers to a secure location. Any access to this material during the period of administrative leave can be coordinated through Scott Reid with the approval of the Associate Provost for Research.

We understand that you have received positive feedback regarding a pending grant application you submitted to the National Institutes of Health. While on administrative leave you cannot perform duties as a MUSC faculty member and according to your Separation Agreement any active federally funded research awards to MUSC would be relinquished to the funding agency upon your March 31, 2012 departure. Thus, it may be prudent to postpone accepting any grants or delaying the start date until you have made arrangements to start the grant at another institution.

"An equal opportunity employer, promoting workplace diversity"

402140



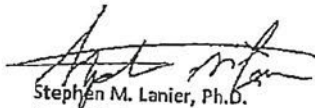
Dr. Dong
September 29, 2011
Page 2

Please contact Dr. Lanier if you have any questions.

Sincerely,



Mark S. Sothmann, Ph.D.
Vice President for Academic Affairs and Provost



Stephen M. Lanier, Ph.D.
Associate Provost for Research

MSS/jls

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

JIAN-YUN (JOHN) DONG, M.D., Ph.D.,)

Plaintiff,)

vs.)

THE MEDICAL UNIVERSITY OF SOUTH)
CAROLINA,)

Defendant.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 16-CP-10-06683

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

John Dong, pro se, Bar No. _____

Address:

71 Delahow Street,
Charleston, SC 29492

Phone: 843-991-2332 Fax _____

E-mail: johnny.dong@me.com Other: _____

Defendant's Attorney:

Bob J. Conley, Bar No. _____

Address:

171 Church Street, Suite 310
Charleston, SC 29401

Phone: 843-577-9626 Fax _____

E-mail: bconley@clevelandlaborlaw.com Other: _____

☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion for Extension of Time for Discovery

Estimated Time Needed: 0

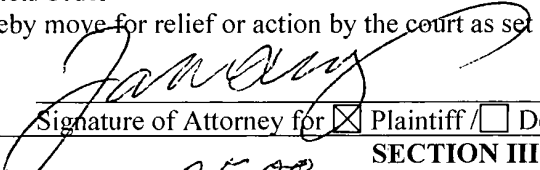
Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.


Signature of Attorney for ☒ Plaintiff / ☐ Defendant

February 20, 2023

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ 25.00

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

-0749-

is that Plaintiff is in an appeal process in a separate case at the United States Court of Appeals for the Fourth Circuit and a briefing order has been issued by the appellate court and extended to February 27, 2023. This deadline is governed by Federal Statute and has jurisdictional importance, missing which may terminate Plaintiff's right for appeal. A copy of the Order granting the Extension of Time by the United States Court of Appeals is attached as proof. In addition, a Second Consented Motion for Extension of Time due to health issues has been filed with the United States Appellate Court. The motion is currently pending.

The additional time is necessary for Plaintiff to send ten notices for the deposition (a minimum of 30 days is required under the rule), to prepare and conduct depositions of ten witnesses that have been previously noticed.

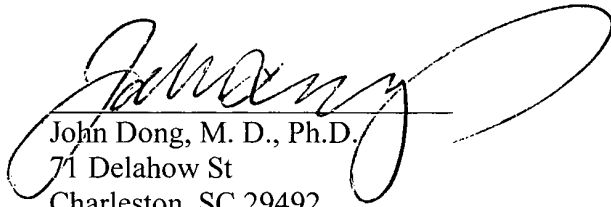
Plaintiff believes that this request is reasonable, necessary, and made in good faith. This motion is not made for the purpose of delay, but rather to allow Plaintiff sufficient time to fully comply with the rules of this Court and the Due Process Clause of the Fifth Amendment to the Constitution.

For these reasons, Plaintiff respectfully requests that this Honorable Court grant this motion and enter an order extending the time for Sixty Days to complete the depositions to April 30, 2023.

Plaintiff, John Dong, further prays for such other and further relief as this Honorable Court may deem just and proper.

February 20, 2023
Charleston, South Carolina

Respectfully submitted, pro se,

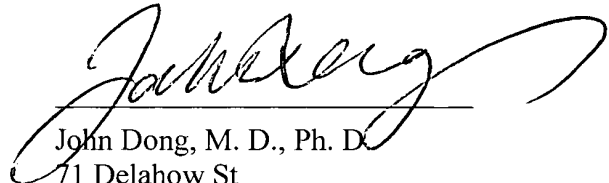


John Dong, M. D., Ph.D.
71 Delahow St
Charleston, SC 29492
Email: johnny.dong@gmail.com
Phone: 843-991-2332

CERTIFICATE OF SERVICE

This is to certify that I have on this 20th day of February 2023, served a copy of the Plaintiff's Motion for Extension of Time For Discovery to the ECF system, which will notify all parties electronically. In addition, a copy of the Motion is served via United States Mail Services addressed to the following:

Bob J. Conley, Esq.
Cleveland & Conley LLC
171 Church Street, suite 310
Charleston, South Carolina 29401


John Dong, M. D., Ph. D.
71 Delahow St
Charleston, SC 29492
Email: johnny.dong@gmail.com
Phone: 843-991-2332

FILED
2023 FEB 22 PM 1:05
JULIE J. ARMSTRONG
CLERK OF COURT
BY DCG

ATTACHMENT

1. Primary Physician's Referral to Pulmonary Disease Specialist
2. Order granting Extension of Time by United States Court of Appeals



PlushCare Diagnostic / Referral Form

Date of Referral: 01/15/2023

Patient Information

Name (Last, First): Dong, Jian Yun
Date of Birth (M/D/Y): [REDACTED]
Phone #: 8439912332
Email: johny.dong@gmail.com

Payer Information

Name: AETNA
Member #: 101536387500

Requesting Provider:

Name (Last, First): Britton, Matthew	Specialty: General Medicine
Institution/Group Name: PlushCare	NPI: 1083702252
Address: 101 Mission St. Suite 800 San Francisco, CA 94105	
Phone #: (800) 221-5140	Fax #: 14152315332

Consult/Facility Information:

Name (Last, First):	Specialty:
Institution/Group Name:	NPI:
Address:	
Phone #:	Fax #:

Referral Information:

Reason for Referral: POST VIRAL INF CHRONIC COUGH HAS NOT RESPONDED TO DOXY BID 7 DAYS/ZPAK/ VISTARIL HS/TESSALON TID/PRED BURST/ALB INH FHX ALPHA1 ANTITRYPSIN DEFIC CHRONIC BRONCHITIS/COPD NEEDS IN PERSON EVAL AND RX FOR FURTHER TESTING DX AND MNGT	Diagnosis (ICD-10): R052
Services Desired: Primary Care Provider	
Authorization #:	Referral is Valid Until (M/D/Y): 07/16/2023

Physician Signature:

> Matthew Britton, MD

FILED: January 10, 2023

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 22-7456
(2:11-cr-00511-BHH-1)

UNITED STATES OF AMERICA

Plaintiff - Appellee

v.

JIAN-YUN DONG, a/k/a Jian-Yun Dong

Defendant - Appellant

ORDER

Upon consideration of the motion for extension of the informal briefing schedule, the court extends the time for serving and filing the informal opening brief to 02/27/2023. Any further request for an extension of time in which to file the informal opening brief shall be disfavored.

For the Court--By Direction

/s/ Patricia S. Connor, Clerk

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

John Dong

Plaintiff,

vs.

The Medical University

Defendant.

IN THE COURT OF COMMON PLEAS

____ JUDICIAL CIRCUIT

CASE NO.: 2016-CP-10-06683

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: ____, Bar No. ____ Address: ____ Phone: <u>843 991-2332</u> Fax ____ E-mail: ____ Other: ____	Defendant's Attorney: <u>Bob Conley</u> ____, Bar No. ____ Address: <u>Bob Conley @ ClevelandLaborLaw.com</u> Phone: ____ Fax ____ E-mail: ____ Other: ____
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: <u>Protective order</u> Estimated Time Needed: <u>1</u> Court Reporter Needed: ☐ YES / ☒ NO	
SECTION II: Motion/Order Type	
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
<u>[Signature]</u> Signature of Attorney for ☒ Plaintiff / ☐ Defendant Date submitted: ____	
SECTION III: Motion Fee	
☐ PAID - AMOUNT: \$ <u>25.00</u> ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: ____ ☐ Other: ____	
JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: ____	JUDGE CODE: ____ Date: ____
CLERK'S VERIFICATION	
Collected by: ____ Date Filed: ____ ☐ MOTION FEE COLLECTED: \$ ____ ☐ CONTESTED - AMOUNT DUE: \$ ____	

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
John Dong, M.D., Ph.D.,)
)
)
– Plaintiff,)
)
v.)
)
The Medical University of South)
Carolina,)
)
– Defendant,)
)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-10-06683

**MOTION FOR PROTECTIVE
ORDER**

FILED

DEC 21 2022

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

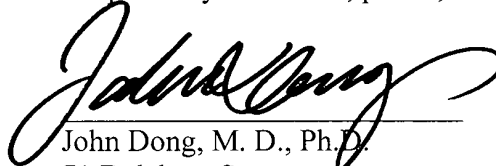
Plaintiff in the above-captioned case, John Dong, M. D., Ph.D., hereby submit this Motion for Protective Order. Plaintiff requests the Court's protection for a period of forty-five (45) days to be free of proceedings; and court process to be continued to the end of the protective period. The ground for the Court to grant this Motion is that Plaintiff is granted an appeal in the US Court of Appeals for the Fourth Circuit in an unrelated Federal case. A brief is due in forty-five (45) days.

The Appeal in the Federal Appellate Court is assured by the fundamental rights and has the priority and staying power over all lower court proceedings. The protection is necessary for Plaintiff to focus his effort on the Federal appeal.

A copy of the Transmission Sheet to the US Court of Appeals is attached for reference.

December 21, 2022
Charleston, South Carolina

Respectfully submitted, pro se,



John Dong, M. D., Ph.D.
71 Delahow St
Charleston, SC 29492
Email: johnny.dong@gmail.com
Phone: 843-991-2332

CERTIFICATE OF SERVICE

This is to certify that I have on this 21st day of December 2022, served a copy of the Plaintiff's Motion for Protective Order to the ECF system, which will notify all parties electronically. In addition, a copy of the Motion is served via Email at bconley@clevelandlaborlaw.com and United States Mail Services addressed to the following:

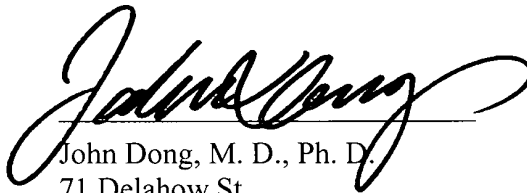
Bob J. Conley, Esq.
Cleveland & Conley LLC
171 Church Street, suite 310
Charleston, South Carolina 29401

FILED

DEC 21 2022

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

December 21, 2022



John Dong, M. D., Ph. D.
71 Delahow St
Charleston, SC 29492
Email: johnny.dong@gmail.com
Phone: 843-991-2332

APPEAL TRANSMITTAL SHEET (non-death penalty)

Transmittal to 4CCA of notice of appeal filed: <u>12/16/22</u> ___ First NOA in Case ☒ Subsequent NOA-same party ___ Subsequent NOA-new party ___ Subsequent NOA-cross appeal ___ Paper ROA ___ Paper Supp. Vols: _____ Other: _____		District: South Carolina Division: Charleston Caption: USA v. Jian-Yun Dong	District Case No.: 2:11-cr-00511-BHH 4CCA No(s). for any prior NOA: 17-4257, 17-4268, 18-4852, 19-4511 4CCA Case Manager: Kirsten Hancock
Exceptional Circumstances: ___ Bail ___ Interlocutory ___ Recalcitrant Witness ___ Other _____			
Confinement-Criminal Case: ___ Death row-use DP Transmittal ___ Recalcitrant witness ___ In custody ___ On bond ___ On probation Defendant Address-Criminal Case: 71 Delahow St. Charleston, SC 29492		Fee Status: ___ No fee required (USA appeal) ___ Appeal fees paid in full ☒ Fee not paid Criminal Cases: ☒ District court granted & did not revoke CJA status (continues on appeal) ___ District court granted CJA & later revoked status (must pay fee or apply to 4CCA) ___ District court never granted CJA status (must pay fee or apply to 4CCA) Civil, Habeas & 2255 Cases: ___ Court granted & did not revoke IFP status (continues on appeal) ___ Court granted IFP & later revoked status (must pay fee or apply to 4CCA) ___ Court never granted IFP status (must pay fee or apply to 4CCA)	
District Judge: Hon Bruce Howe Hendricks		PLRA Cases: ___ Proceeded PLRA in district court, no 3-strike determination (must apply to 4CCA) ___ Proceeded PLRA in district court, determined to be 3-striker (must apply to 4CCA)	
Court Reporter (list all): Debbie Potocki Amy Diaz Lisa Smith Coordinator: Billie Goodman		Sealed Status (check all that apply): ___ Portions of record under seal ___ Entire record under seal ___ Party names under seal ___ Docket under seal	
Record Status for Pro Se Appeals (check any applicable): ☒ Assembled electronic record available upon request ___ Additional sealed record available upon request ___ Paper record or supplement available upon request ___ No in-court hearings held ☒ In-court hearings held – all transcript on file ___ In-court hearings held – all transcript not on file ___ Other: _____		Record Status for Counseled Appeals (check any applicable): ___ Assembled electronic record available upon request ___ Additional sealed record available upon request ___ Paper record or supplement available upon request ___ No in-court hearings held ___ In-court hearings held – all transcript on file ___ In-court hearings held – all transcript not on file ___ Other: _____	

Deputy Clerk: Virginia Druce

Phone: 843-579-1407

Date: 12/20/2022

-0761-

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

JIAN-YUN (JOHN) DONG, M.D., Ph.D.,)

Plaintiff,)

vs.)

THE MEDICAL UNIVERSITY OF SOUTH)
CAROLINA,)

Defendant.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 16-CP-10-06683

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

John Dong, pro se, Bar No. _____

Address:

71 Delahow Street,
Charleston, SC 29492

Phone: 843-991-2332 Fax _____

E-mail: johnny.dong@me.com Other: _____

Defendant's Attorney:

Bob J. Conley, Bar No. _____

Address:

171 Church Street, Suite 310
Charleston, SC 29401

Phone: 843-577-9626 Fax _____

E-mail: bconley@clevelandlaborlaw.com Other: _____

☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion for Protective Order/reconsideration

Estimated Time Needed: 0

Court Reporter Needed: ☐ YES/☒ NO

SECTION II: Motion/Order Type

☒ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☒ Plaintiff ☐ Defendant

January 13, 2023

Date submitted

SECTION III: Motion Fee

☐ PAID - AMOUNT: \$ _____

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other:

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

-0762-

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
John Dong, M.D., Ph.D.,)
)
)
- Plaintiff,)
)
v.)
)
The Medical University of South)
Carolina,)
)
- Defendant,)
)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-10-06683

**MOTION FOR
RECONSIDERATION OR
RENEWED REQUEST FOR
PROTECTIVE ORDER**

2023 JAN 23 PM 12:00
CLERK OF COURT

Plaintiff in the above-captioned case, John Dong, M. D., Ph.D., hereby submit this Motion for Reconsideration or a Renewed Request for Protective Order. Plaintiff requests the Court's to reconsider its order denying Plaintiff's request for protection for a period of forty-five (45) days because Plaintiff is granted and ordered to submit his Initial Brief in the United States Court of Appeals for the Fourth Circuit in an unrelated case. A brief is due in forty-five (45) days.

The Grounds for the Court to reconsider its decision is set forth as the following:

1. The court erred in not considering that the Appeal in the Federal Appellate Court is assured by the fundamental rights and has the priority and staying power over all lower court proceedings. The protection is necessary for Plaintiff to focus his effort on the Federal appeal. This sufficiently constitutes good cause for the protection sought.
2. The Court denied the Motion based on erroneous facts and reasons, none of which over weigh the reasons for protective order as stated above, or court's obligation to maintain a fair Due Process under the law.

(1) This case is not only case prior 2016 that is still pending. The extensive delays are caused by the Defendants in stonewalling the discovery, not providing required documents under

the discovery rules. Yet, the Court has granted 100% Defendant's motions, including protective orders for as trivial as Counsel's vacations.

(2) Plaintiff did not file an appeal of Honorable Justice Toel's schedule order but the previous judge's order denying Plaintiff's Motion to Compel for documents, and stopped any further discovery for documents, even though, Defendant refused to produce any of the documents requested. Hampering discovery not only should be sanctioned by the court under the rules, but also is the number one issues for an interlocutory appeal. Furthermore, the appeal did not affect the deposition schedule because this Court issued an order that "the schedule order is in full force" despite the interlocutory appeal, and the Deposition schedule provided by Defendant was for after the Christmas and New Year holidays.

In any case, excuse Plaintiff's right should not be a reason to punish him by denying his request for a protective order based on good cause.

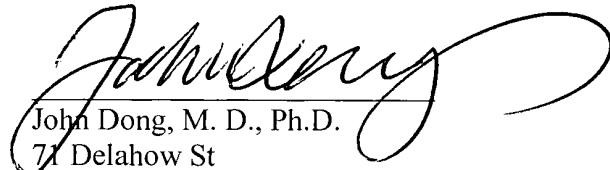
(3) The Court completely relied on Mr. Conley's misrepresentation of the fact claiming that Plaintiff noticed thirteen depositions for the month of January 2023, before filed his Motion for Protection. The Notices were sent by a mistake, and Mr. Conley was in discussion with Dr. Dong for refiling the notice with different dates. Even more importantly, Dr. Dong noticed Mr. Conley as soon as he received the Brief Order from the US Appellate court. Mr. Conley was fully aware that deposition notice for later dates will be sent in light of the Briefing Order by a high court while he misrepresented the facts to the Court. See attached email from email communications with Mr. Conley.

In summary, the Court's denying of Plaintiff's request for protective order was based on incorrect facts and failure to consider that a Brief Order by the US Court of Appeals to the Plaintiff is a **valid reason** for a protective order. Plaintiff respectfully requests the Court to reconsider its

decision and grant the Motion for Protection to maintain a fair and impractical judicial process.

January 13, 2023
Charleston, South Carolina

Respectfully submitted, pro se,

A handwritten signature in black ink, appearing to read "John Dong", written over a horizontal line.

John Dong, M. D., Ph.D.
71 Delahow St
Charleston, SC 29492
Email: johny.dong@gmail.com
Phone: 843-991-2332

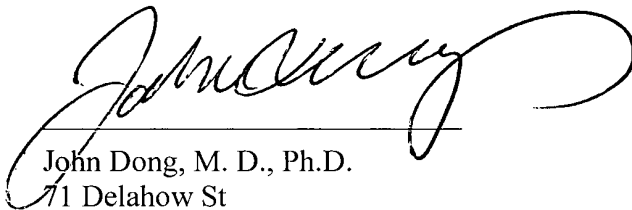
CERTIFICATE OF SERVICE

This is to certify that I have, on this 13th day of January 2023, served a copy of the Plaintiff's Motion for Protective Order to the ECF system, which will notify all parties electronically. In addition, a copy of the Motion is served via email at bconley@clevelandlaborlaw.com and United States Mail Services addressed to the following:

Bob J. Conley, Esq.
Cleveland & Conley LLC
171 Church Street, suite 310
Charleston, South Carolina 29401

FILED
2023 JAN 23 PM 12:07
JULIE L. DONG, CLERK OF COURT

January 13, 2023



John Dong, M. D., Ph.D.
71 Delahow St
Charleston, SC 29492
Email: johny.dong@gmail.com
Phone: 843-991-2332



Bob Conley

Jan 5, 2023, 1:19 PM
(8 days ago)

to me

Dr. Dong:

In follow up to emails below, please provide all your available dates in February so I may begin working to reschedule the depositions of MUSC employees you previously noticed. Because it will take some time an effort, and because my calendar the calendars of those you wish to depose will begin to fill for February, I need all your available dates as soon as possible. In the interim, and consistent with your December 22 email below, I have notified the current MUSC employees that their depositions will be rescheduled.

Thank you and I look forward to receiving your available dates in February.

Bob J. Conley
CLEVELAND & CONLEY, L.L.C.
171 Church Street, Suite 310
Charleston, South Carolina 29401
Telephone: (843) 577-9626
Facsimile: (843) 577-6672
www.clevelandlaborlaw.com

Dong v. MUSC

Inbox



Bob Conley

Dec 22, 2022,
10:29 AM

to me, Chukwuzitelu

Dr. Dong:

See the attached email sent to you on December 15 providing the last known addresses for Dr. Lanier, Mr. Reads, and Ms. Gladden. Until your deposition notices provided earlier this week, I was not aware you intended to depose Dr. Roozen. I will obtain and provide Dr. Roozen's last known address. I have also attached the email I sent to you yesterday regarding your deposition notices to make sure you received it.

Thank you for emailing a copy of your Motion for Protective Order filed yesterday, December 21, 2022.

Bob J. Conley
CLEVELAND & CONLEY, L.L.C.
171 Church Street, Suite 310
Charleston, South Carolina 29401
Telephone: (843) 577-9626
Facsimile: (843) 577-6672
www.clevelandlaborlaw.com

CONFIDENTIAL & PRIVILEGED Unless otherwise indicated or obvious from the nature of the following communication, the information contained herein is attorney-client privileged and/or confidential information/work product. The communication is intended for the use of the individual or entity named above. If the reader of this transmission is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify us by return e-mail and destroy any copies, electronic, paper or otherwise, which you may have of this communication.

-0768-

From: John Dong <johnny.dong@gmail.com>
Sent: Thursday, December 22, 2022 10:15 AM
To: Poswal, Chukwuzitelu <Cposwal@sccourts.org>;
Bob Conley <bconley@Clevelandlaborlaw.com>; Toal, Jean <jtoal@sccourts.org>
Subject: Motion for protective order

Dear Mr. Conley,

I have filed a motion for a protective order because of a time-sensitive appeal, see attached.

In addition, please provide me with the last known addresses of Lanier, Reads, Gladden, and Roozen. They all receive benefits from MUSC, and they do have employment relationships with MUSC, especially since Lanier was a tenured professor. Their employments with MUSC are no different from those of Dr. Reves and Dr. Norris. I will get a formal ruling from the Court and have the issue preserved.

Sincerely,

John Dong, M.D., Ph.D.

Phone: (843)-991-2332

2 Attachments • Scanned by Gmail



John Dong <johnny.dong@gmail.com>

Dec 22, 2022,
11:36 AM

to Bob, Chukwuzitelu

Thank you, Mr. Conley.

I will correct the errors in the notice and send them to you.

I wish you to have a merry Christmas.

John Dong



Bob Conley

Dec 22, 2022,
3:26 PM

to me

Dr. Dong:

The last known address for Dr. Roozen is the following: 316 Glen Eagle, Johns Island, SC 29455.



John Dong <johnny.dong@gmail.com>

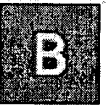
Dec 22, 2022,
4:04 PM

to Bob

Mr. Conley,

In light of the brief order by the US Appellate court and my motion for a protective order, regardless if it is granted by the court of common pleas, I will have to postpone the depositions of MUSC witnesses. I will give you the same courtesy to send me a schedule of the depositions starting from Jan. 31.

Sincerely,
John Dong



Bob Conley

Jan 3, 2023, 10:30 AM
(10 days ago)

to me

Dr. Dong:

-0770-

I will discuss your email below with MUSC and then follow up with you. However, we will likely request Justice Toal's involvement given the existing scheduling order and the effort that has gone into scheduling the depositions. In the interim, and until Justice Toal is involved and provides direction, the depositions will remain on my calendar and those of the current MUSC personnel as noticed.



John Dong <johnny.dong@gmail.com>

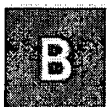
Jan 3, 2023, 10:50 AM
(10 days ago)

to Bob

Mr. Conley,

I have already filed the motion for protective order. The due process dictates that the schedule is stayed until a ruling on the motion. If it is denied, the issue will be preserved. In addition, there is a nationwide shortage of court reporters and it is difficult for me to arrange a court report according to the specific schedules as you demanded. It will be helpful if you could arrange the court reporter, since the depositions are at your office. I understand this is not required of you, so it is not required to take depositions at your office. I do not know how much effort it takes to have those employees come for a deposition.

Again, please provide the address of Lanier, Reads and Gladden known to MUSC. The employee benefit office has their current addresses as they all receive benefits from MUSC.



Bob Conley

Jan 3, 2023, 11:04 AM
(10 days ago)

to me

Dr. Dong:

I will contact Justice Toal today regarding your Motion for Protective Order and depositions, so we can get those issues resolved. Regarding depositions, pursuant to Justice Toal's prior order it is your responsibility to schedule a court reporter for any depositions you notice, and the depositions are to occur at my office. Finally, I have provided you with the last address MUSC has for Dr. Lanier, Ms. Gladden and Dr. Reads. Any benefits provided post-employment with MUSC are provided by the South Carolina Public Employee Benefit Authority (SCPEBA) and MUSC does not have access to SCPEBA records, such as current addresses.



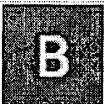
John Dong <johnny.dong@gmail.com>

Jan 3, 2023, 1:24 PM
(10 days ago)

to Bob

Mr. Conley,

It is not true that the MUSC employee benefit office does not have the current records. MUSC is the owner of the accounts and has to forward those information to SCPEBA. Any change requires the MUSC benefit office's approval. Once again, please provide the address of those employees on record of the MUSC benefit office.



Bob Conley

Jan 4, 2023, 2:53 PM
(9 days ago)

to me

Dr. Dong:

Considering Justice Toal's order issued earlier today, and in follow up to your email below, do you intend to go forward with any of the 13 depositions you noticed for the month of January? If you do not intend to go forward with them as currently noticed, please confirm so I can note the cancellations on my calendar and notify those who still work for MUSC.

If you want to re-notice the 13 depositions, please provide me with all your available dates before March 1 so I can check on the availability of those individuals who still work for MUSC. I will compare with my availability in February as well.

Thank you.

Bob J. Conley
CLEVELAND & CONLEY, L.L.C.
171 Church Street, Suite 310
Charleston, South Carolina 29401
Telephone: (843) 577-9626
Facsimile: (843) 577-6672
www.clevelandlaborlaw.com

CONFIDENTIAL & PRIVILEGED Unless otherwise indicated or obvious from the nature of the following communication, the information contained herein is attorney-client privileged and/or confidential information/work product. The communication is intended for the use of the individual or entity named above. If the reader of this transmission is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify us by return e-mail and destroy any copies, electronic, paper or otherwise, which you may have of this communication.

From: John Dong <johny.dong@gmail.com>
Sent: Thursday, December 22, 2022 4:04 PM
To: Bob Conley <bconley@Clevelandlaborlaw.com>

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
John Dong, M.D., Ph.D.)
APPELLANT(S))
VS.)
The Medical University of South Carolina)
RESPONDENT(S))

2016-CP-10-06683
COMMON PLEAS CASE NUMBER

IN THE COURT OF APPEALS
THE STATE OF SOUTH CAROLINA
NOTICE OF CIVIL APPEAL

FILED
2022 OCT 14 AM 10:55
CLERK OF COURT
WCL

The plaintiff, John Dong, M.D., Ph.D., hereby gives notice of appeal from the judgment of the Circuit Court of Common Pleas in the above action, to the Appellate Court of the State of South Carolina.

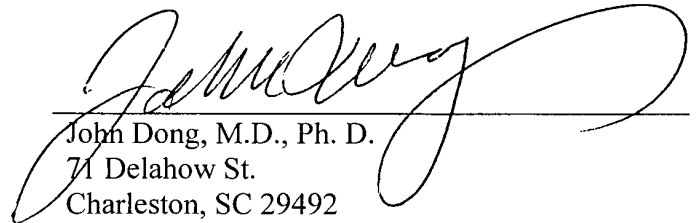
This notice of appeal is made subsequent to personal notice of the judgment which was received on the 28th day of September 2022.

The appellant's exceptions to the judgment of the Circuit Court of Common Pleas are set forth as follows:

Pursuing to Rule 72, a judgment is appealable if it affects the Due Process and cannot be cured after the trial or a final judgment. In the forgoing case, the Circuit Judge issued a Final and Controlling Discovery Order that restricts Plaintiff's discovery to only a set of email chains "to or from" the Plaintiff and prohibits the Plaintiff from obtaining any other related documents or filing an interrogatory without citing any reason, statute, rule, or case law.

The right to discovery under the Due Process Clause of Article III of the Constitution is a fundamental right. Deprivation of the right for discovery causes a party being without the entitled evidence and unprepared for a trial. Such an error causes irreparable prejudice to the party, and the prejudice cannot be cured by trial or after a final judgement. Therefore, the error is structural. Deprivation of

discovery is the number one ground that requires review of the Appellate Court or the Supreme Court.



John Dong, M.D., Ph. D.

71 Delahow St.

Charleston, SC 29492

Phone: 843-991-2332

Email: johny.dong@me.com

Dated: October 8, 2022

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLETON COUNTY
Court of Common Pleas

R. Ferrell Cothran, Jr, Circuit Court Judge

Case No. ~~2010-CP-10-06683~~

The Medical University of
South Carolina

Respondent,

v.

John Dong, M.D., Ph.D.

Appellant.

FILED
2022 OCT 14 AM 11:00
JULIE J. ARMSTRONG
CLERK OF COURT

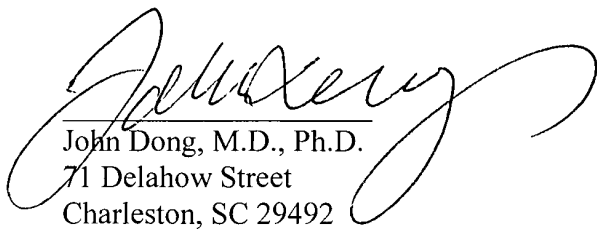
PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Bob Conley/MUSC by depositing a copy of it in the United States Mail, postage prepaid, on October 10th, 2022, to the following address:

Bob J. Conley, Esq.
Cleveland & Conley, LLC
171 Church Street, Suite 310
Charleston, South Carolina 29401

In addition, a copy of it is submitted by US Mail to the ECF system at the Court of Common Pleas and Court of Appeals, State of South Carolina, which will giving notice electronically to all parties.

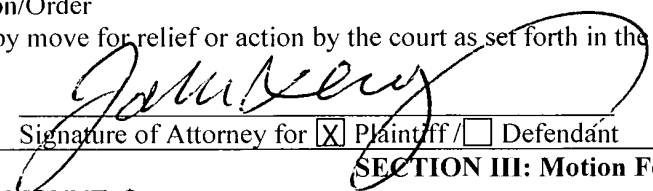
Monday, October 10, 2022


John Dong, M.D., Ph.D.
71 Delahow Street
Charleston, SC 29492
(843) 991-233

STATE OF SOUTH CAROLINA)
COUNTY OF Charelston)
Jian-Yun (John) Dong, M.D., Ph. D.)
Plaintiff,)
vs.)
The Medical Universit of South Carolina)
Defendant.)

IN THE COURT OF COMMON PLEAS
Ninth JUDICIAL CIRCUIT
CASE NO.: 2016 -CP- 10. - 06683

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: <u>John Dong</u> , Bar No. <u>pro se</u> Address: <u>71 Delahow St. Charleston, SC 29492</u> Phone: <u>(843)-991-2332</u> Fax _____ E-mail: <u>johnny.dong@gmail.com</u>	Defendant's Attorney: <u>Bob Conley</u> , Bar No. <u>81431</u> Address: <u>171 Church St. Suite 310, Charelston, SC29401</u> Phone: <u>843-577-9626</u> Fax <u>843-577-6672</u> E-mail: <u>bconley@clevelandlaw.com</u>									
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)										
SECTION I: Hearing Information										
Nature of Motion: <u>Motion for Amendment of Scheduling Order</u> Estimated Time Needed: _____ Court Reporter Needed: ☐ YES / ☐ NO										
SECTION II: Motion/Order Type										
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.										
										
Signature of Attorney for ☒ Plaintiff / ☐ Defendant Date submitted <u>August 23rd</u> , 20 <u>22</u>										
SECTION III: Motion Fee										
☐ PAID - AMOUNT: \$ _____ ☐ EXEMPT: (check reason) <table style="width: 100%; border: none;"> <tr> <td>☐ Rule to Show Cause in Child or Spousal Support</td> </tr> <tr> <td>☐ Domestic Abuse or Abuse and Neglect</td> </tr> <tr> <td>☐ Indigent Status ☐ State Agency v. Indigent Party</td> </tr> <tr> <td>☐ Sexually Violent Predator Act ☐ Post-Conviction Relief</td> </tr> <tr> <td>☐ Motion for Stay in Bankruptcy</td> </tr> <tr> <td>☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)</td> </tr> <tr> <td>☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions</td> </tr> <tr> <td>Name of Court Reporter: _____</td> </tr> <tr> <td>☐ Other: _____</td> </tr> </table>		☐ Rule to Show Cause in Child or Spousal Support	☐ Domestic Abuse or Abuse and Neglect	☐ Indigent Status ☐ State Agency v. Indigent Party	☐ Sexually Violent Predator Act ☐ Post-Conviction Relief	☐ Motion for Stay in Bankruptcy	☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)	☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions	Name of Court Reporter: _____	☐ Other: _____
☐ Rule to Show Cause in Child or Spousal Support										
☐ Domestic Abuse or Abuse and Neglect										
☐ Indigent Status ☐ State Agency v. Indigent Party										
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief										
☐ Motion for Stay in Bankruptcy										
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)										
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions										
Name of Court Reporter: _____										
☐ Other: _____										
JUDGE'S SECTION										
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____, 20____									
CLERK'S VERIFICATION										
Collected by: _____ Date Filed: _____, 20____										
☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____										

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
John Dong, M.D., Ph.D.,)
- Plaintiff,)
v.)
The Medical University of South)
Carolina,)
- Defendant,)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-10-06683

**MOTION FOR AMENDMENT OF
SCHEDULING ORDER**

FILED
2022 AUG 23 PM 1:10
CLERK OF COURT

Plaintiff in the above-captioned case, John Dong, M. D., Ph.D., hereby submit this Motion to Amend Scheduling Order pursuant to SCRCP Rule 16. As grounds for the Court to grant this Motion, Dr. Dong pleads the following:

The amendment of schedule is necessary for Parties to complete the discovery pursuant to SRCP Rule 26 to 37.

In the foregoing case, the previous schedule could not be met because of several issues related to discovery have been raised, and these issues remain pending in the court.

For examples:

1. Before taking the position, Defendant has filed a Motion for Protective Order challenging the format of the depositions noticed by both Defendant and Plaintiff. Defendant requested a hearing that has not been scheduled by the court.
2. Plaintiff has filed an interlocutory appeal to the Circuit Court over a decision to restraint discovery by the magistrate judge. The appeal was denied for out of time based on Rule 59. Plaintiff has filed a Motion for Reconsideration because the governing rule for an appeal is SCRAC Rule 203. The motion is currently pending,

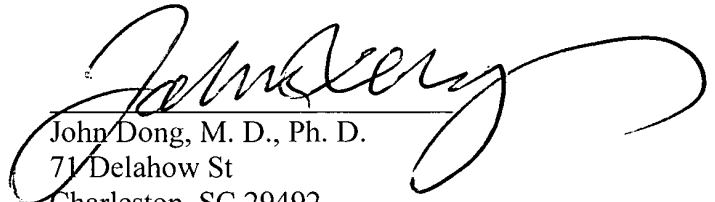
and Plaintiff maintains the right to appeal to the superior courts.

3. Parties will need time to complete the discovery including depositions of numerous witnesses of both Parties, after the court has resolved all the pending issues.
4. Parties will need time to complete the mediation process.
5. Parties will need additional time to prepare and finding depository motions and to prepare for their arguments in court hearings.

THEREFORE, for reasons stated above, plaintiff respectfully request the court to grant this motion to amend the scheduling order. (A proposed order is attached with this motion.*)

August 22, 2022
Charleston, South Carolina

Respectfully submitted, pro se,



John Dong, M. D., Ph. D.
71 Delahow St
Charleston, SC 29492
Email: johny.dong@gmail.com
Phone: 843-991-2332

* Plaintiff has communicated with the Defendant's counsel about amending the scheduling order. Plaintiff did not oppose nor explicitly consent to the proposed order.

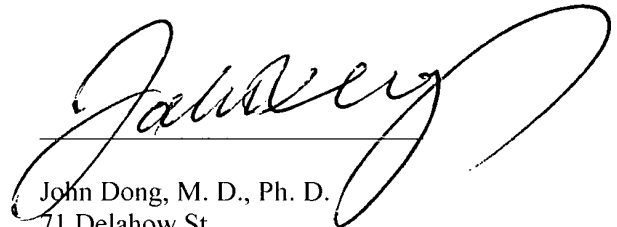
CERTIFICATE OF SERVICE

This is to certify that I have on this 23rd day of August 2022, served a copy of the Plaintiff's Motion for Amendment of Scheduling Order to the ECF system, which will notify all parties electronically. In addition, a copy of the Motion is served via Email at bconley@clevelandlaborlaw.com and United States Mail Services addressed to the following:

Bob J. Conley, Esq.
Cleveland & Conley LLC
171 Church Street, suite 310
Charleston, South Carolina 29401

FILED
2022 AUG 23 PM 1:10
JOHN J. DONG
CLERK OF COURT

August 23, 2022

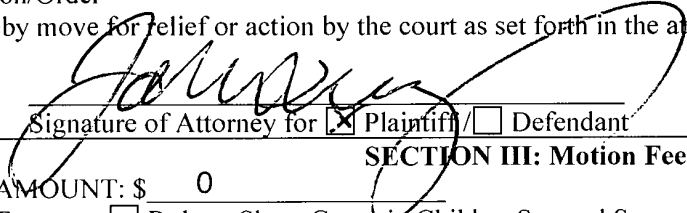


John Dong, M. D., Ph. D.
71 Delahow St
Charleston, SC 29492
Email: johnny.dong@gmail.com
Phone: 843-991-2332

STATE OF SOUTH CAROLINA)
)
COUNTY OF Charleston)
)
Jian-Yun (John) Dong, M.D., Ph. D.)
) Plaintiff,)
)
vs.)
)
The Medical University of South Carolina)
)
) Defendant.)

IN THE COURT OF COMMON PLEAS
Ninth JUDICIAL CIRCUIT
CASE NO.: 2016 -CP- 10 - 06683

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

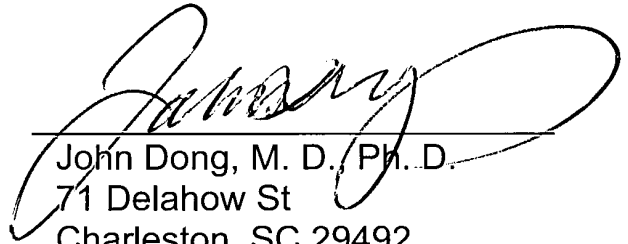
Plaintiff's Attorney: <u>John Dong, M.D., Ph. D., Bar No. Pro Se</u> Address: <u>71 Delahow St. Charleston, SC 29492</u> Phone: <u>(843)-991-2332</u> Fax _____ E-mail: <u>johny.dong@gmail.com</u> Other: _____		Defendant's Attorney: <u>Bob Coney</u> , Bar No. _____ Address: <u>171 Church Ste. Suite 310 Charleston, SC29401</u> Phone: <u>843-577-9626</u> Fax <u>843-577-6672</u> E-mail: _____ Other: _____	
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: <u>Motion for Reconsideration</u> Estimated Time Needed: _____ Court Reporter Needed: ☐ YES / ☒ NO			
SECTION II: Motion/Order Type			
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.  Signature of Attorney for ☒ Plaintiff / ☐ Defendant Date submitted <u>Aug. 22</u> , 20 <u>22</u>			
SECTION III: Motion Fee			
☐ PAID - AMOUNT: \$ <u>0</u> ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____, 20 _____	
CLERK'S VERIFICATION			
Collected by: _____ Date Filed: _____, 20 _____			
☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

5. The court has repeatedly established the presidency in this case to relax procedural rules for Defendant. Examples include that the very subject of this appeal, that Defendant failed to timely file oppositions to Plaintiff's discovery motions. Yet, after many months and after Plaintiff has filed Motion to Grand Uncontested Motions, the Court granted Defendant additional times to file an opposition and further granted Plaintiff's motion to restrict and deny Plaintiff's right for unencumbered discovery.

THEREFORE, for reasons stated above, and those argued in the Petition, Plaintiff respectfully requests the Court to reconsider its decision and issue a ruling based on the merit of the Petition.

Respectfully submitted, pro se,

August 22, 2022

A large, stylized handwritten signature in black ink, appearing to read 'Johnny Dong', is written over a horizontal line.

John Dong, M. D., Ph. D.
71 Delahow St
Charleston, SC 29492
Email: johnny.dong@gmail.com
Phone: 843-991-2332

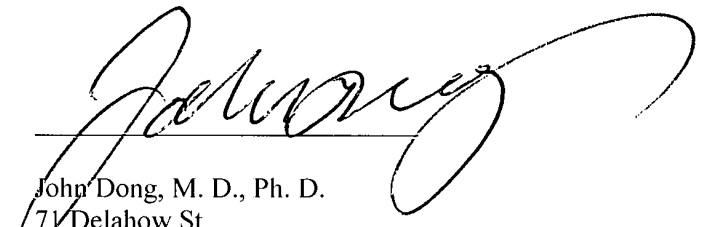
CERTIFICATE OF SERVICE

This is to certify that I have on this 22nd day of August 2022, served a copy of the Plaintiff's Motion to Reconsider to the ECF system, which will notify all parties electronically. In addition, a copy of the Motion is served via Email at bconley@clevelandlaborlaw.com and United States Mail Services addressed to the following:

Bob J. Conley, Esq.
Cleveland & Conley LLC
171 Church Street, suite 310
Charleston, South Carolina 29401

FILED
2022 AUG 23 PM 1:09
CLERK OF COURT

August 22, 2022


John Dong, M. D., Ph. D.
71 Delahow St
Charleston, SC 29492
Email: johny.dong@gmail.com
Phone: 843-991-2332

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
Jian-Yun (John) Dong, M.D., Ph.D.,)
Plaintiff,)
v.)
The Medical University of South)
Carolina,)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-10-06683

**PLAINTIFF'S OPPOSITION TO
DEFENDANT'S MOTION FOR
PROTECCTIVE ORDER**

2022 JUN 30 PM 10:06
CLERK OF COURT
JUN 30 2022
JUN 30 2022

Plaintiff, John Dong, hereby submits this Opposition to Defendant's Motion for Protective Order (Motion) pursuant to South Carolina Rules of Civil Procedure (SCRCP) 26, 30 and 37. Defendant's Motion should be denied because it contradicts the Rules and factually inaccurate. For these very reasons, Defendant has yet submitted the "memorandum of law" as it promised.

First, SCRCP Rule 26, 30, and 37 are to assure an unencumbered discovery by parties. None of the rules prevent a deposing or deposed party to take note in the form of writing, audio, or video recording, so long the stenography by a court reporter serves as the official records. Further, in the first scenario, the person to be recorded is the plaintiff himself, the deposing attorney has no privacy right in a deposition to prevent such recording.

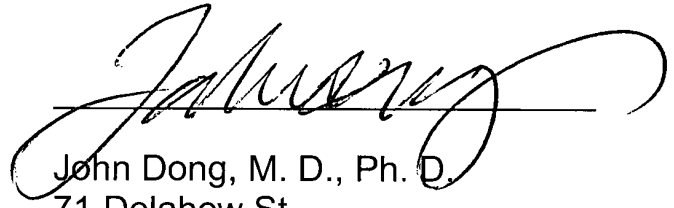
Second, Defendant's presentation of Plaintiff's intent is inaccurate. Plaintiff gave notices to take audio or video recording of the deposition as required by the rules. Plaintiff has further clarified with the Defendant's attorney, Mr. Conley, that in addition to stenographs provided by a court reporter, Plaintiff will keep the option to audio or video record the deposition so long the stenographs serve as the official document. In the event the recording to be introduced as evidence, the Defendant has the opportunity to object to it in form or in content.

There are no rules or privacy right of the parties that specifically prevent audio or video recording of a deposition, and there is no rule to prevent a party's attorney electronically recording a deposition while stenography is taken by a court reporter. Based on information and belief, such recording is often done by an attorney's office to save cost, so long the recording meets a set of standards.

THEREFORE, Plaintiff pleads the Court to deny Defendant's Motion to Protect, UNLESS Defendant can provide specific rules or case law that prevent a party from electronically recording the deposition in addition to stenographs by a court reporter.

Respectfully submitted, pro se,

June 28, 2022

A handwritten signature in black ink, appearing to read 'John Dong', written over a horizontal line.

John Dong, M. D., Ph. D.
71 Delahow St
Charleston, SC 29492
Email: johnny.dong@gmail.com
Phone: 843-991-2332

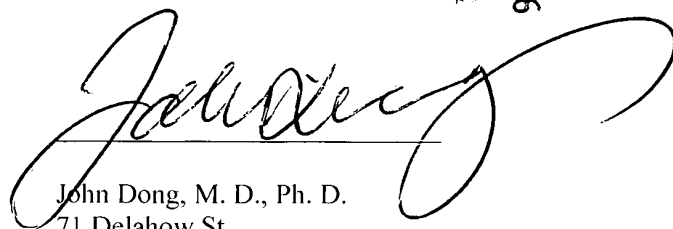
CERTIFICATE OF SERVICE

This is to certify that I have this 28th day of June 2022, caused to be served a copy of the Plaintiff's Opposition via Email at bconley@clevelandlaborlaw.com and United States Mail Services with postage and addressed as the follows:

Bob J. Conley, Esq.
Cleveland & Conley LLC
171 Church Street, suite 310
Charleston, South Carolina 29401

2022 JUN 30 AM 10:16
CLERK OF COURT
D&K

June 28, 2022


John Dong, M. D., Ph. D.
71 Delahow St
Charleston, SC 29492
Email: johny.dong@gmail.com
Phone: 843-991-2332

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2016-CP-10-06683
	)	
Jian-Yun (John) Dong, M.D., Ph.D.,	)	
	)	
Pro Se Plaintiff,	)	
v.	)	DEFENDANT’S MOTION
	)	FOR PROTECTIVE ORDER
The Medical University of South	)	
Carolina,	)	
	)	
Defendant.	)	
_____	)	

TO: JIAN-YUN DONG, M.D., PH.D., PRO SE PLAINTIFF

PLEASE TAKE NOTICE, pursuant to South Carolina Rules of Civil Procedure (“SCRCP”) 26, 30 and 37, counsel for Defendant Medical University of South Carolina (“MUSC”) will move before this Court within ten (10) days from the date of service hereof, or as soon thereafter as counsel may be heard, for a protective order. Defendant’s Motion for Protective Order is submitted in respect to two issues.

First, Plaintiff’s desire/demand that he be allowed to audio record his deposition despite the presence of an independent court reporter retained to make a record of the deposition in accordance with Rule 30, SCRCP. Second, all Plaintiff’s recent deposition notices and Plaintiff’s apparent, related intent to take the noticed depositions without the use/presence of a court reporter and in a manner that is not in compliance with Rule 30, SCRCP.

Counsel for Defendant discussed these issues with Plaintiff prior to filing this Motion for Protective Order. Prior to a hearing, Defendant will file an appropriate memorandum of law in support of the motion.

Respectfully submitted,

s/Bob J. Conley

Caroline Wrenn Cleveland (Fed ID #5478)

Bob J. Conley (Fed ID #6791)

CLEVELAND & CONLEY, L.L.C.

One Seventy-One Church Street, Suite 310

Charleston, South Carolina 29401

(843) 577-9626 (Phone)

ccleveland@clevelandlaborlaw.com

bconley@clevelandlaborlaw.com

ATTORNEYS FOR DEFENDANT

Charleston, South Carolina
June 17, 2022

CERTIFICATE OF SERVICE

This is to certify that I have this 17th day of June 2022, caused to be served a copy of Defendant's Motion for Protective Order via United States Mail, with proper postage affixed, and addressed as follows:

Jian-Yun (John) Dong, M.D., Ph.D.
71 Delahow Street
Charleston, SC 29492

s/ Bob J. Conley
Bob J. Conley

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON)

NINTH JUDICIAL CIRCUIT

CASE NO.: 16-CP-10-6683

JIAN-YUN (JOHN) DONG, M.D., Ph.D.,)

MOTION AND ORDER INFORMATION

Plaintiff,)

FORM AND COVERSHEET

vs.)

THE MEDICAL UNIVERSITY OF SOUTH)
CAROLINA,)

Defendant.)

Plaintiff's Attorney:
John Dong, M.D., Ph.D, Bar No. pro se
Address:
71 Delahos Street
Charleston, SC 29492
Phone: 843-991-2332 Fax _____
E-mail: Johny.dong@gmail.com Other: _____

Defendant's Attorney:
Bob J Conley, Bar No. _____
Address:
171 Church Street, Suite 301
Charleston, SC 29401
Phone: 843-577-9626 Fax 843-577-6672
E-mail: bconley@clevelandlaborlaw.com Other: _____

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Interlocutory Appeal/Petition for Reconsideration

Estimated Time Needed: 1

Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☒ Plaintiff / ☐ Defendant

03/06/2022

Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ 25.00

☐ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

- ☐ MOTION FEE COLLECTED: \$ _____
☐ CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Jian-Yun (John) Dong, M.D., Ph.D.,)
)
Plaintiff,)
)
v.)
)
The Medical University of South)
Carolina,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-10-06683

**INTERLOCUTORY APPEAL OF
MAGISTRATE ORDER TO
RESTRICT DISCOVERY OR
MOTION FOR
RECONSIDERATION**

[Handwritten Signature]

FILED
2022 MAR -8 PM 3:16
J. ARMSTRONG
CLERK OF COURT

Plaintiff, John Dong, hereby submits this Interlocutory Appeal of the Magistrate Order to Restrict Discovery issued on February 6, 2022, or Petition for Reconsideration, and respectfully requests the Court to reverse or vacate the Order.

STATEMENT OF JURISDICTION

The Circuit Court has limited appellate jurisdiction over appeals from the Probate Court, Magistrate's Court, and Municipal Court. *See South Carolina Judicial Branch: Circuit Court.*

The Magistrate's Order in limiting discovery is appealable because of:

1. The restrictions of discovery on a Party contradict to the civil statutes and violate the substantial right assured by the Due Process Clause of the Fourteenth Amendments to the Constitution.
2. The Order to restrict the discovery is not based on the merit of the Complaint.
3. The restrictions of the discovery cause irreparable harm to the Plaintiff by blocking his ability to prepare for the trial with evidence and to obtain a just outcome.

4. Plaintiff filed a timely Notice of Interlocutory Appeal with the Court.

PROCEDURAL BACKGROUND

Plaintiff John Dong, M.D, Ph.D. (“Dr. Dong”) was a tenured full-professor at the Medical University of South Carolina (“MUSC”) – Defendant. Dr. Dong was recruited by MUSC from The University of California, San Francisco, in 1998. As part of his recruitment, Dr. Dong was requested to contribute to the MUSC’s efforts in establish biotechnology industries under the mandate of the State of South Carolina to support high-paid jobs.

In about 2008, Dr. Dong found out that the Department Chairman, Dr. James Norris had been covertly converting Dr. Dong’s research projects, funds, and laboratory equipment for Dr. Norris’ use, and at the same time holding Dr. Dong’s promotion and salary to coerce Dr. Dong not to raise the issues to the MUSC administration. At the same time, Dr. Norris made false claims against Dr. Dong to the MUSC administration and various committees. In or about 2009, with the help of Dr. Norris’ friend, the Vice President of Research, Stephen Lanier, Dr. Norris blatantly took over all Dr. Dong’s biological research materials under the falsehood of “biosafety auditing,” and eventually took all Dr. Dong’s research materials, technologies, equipment, and documentations by locking up Dr. Dong’s laboratories

and Office and completely blocked Dr. Dong's ability to teach, research, and advance his academic career.

When Dr. Dong raised his complaint to MUSC Administration, the Administration authorized Dr. Stephen Lanier himself in charge of resolving the dispute. After a yearlong struggle, Dr. Lanier proposed a solution through then retiring Dean, Dr. Jerry Reaves. Dr. Reaves presented the solution a "cool down period," so that Dr. Dong can get back to his research. Under the Agreement, MUSC is to transfer all Dr. Dong's research materials and documents to a company established by MUSC's Foundation to Research and Development (FRD) for him to conduct his research off site and allow Dr. Dong to continue his teaching and academic activity at MUSC for 18 months. Dr. Reaves represented that MUSC would evaluate Dr. Dong's performance after the "cooling period," and allow Dr. Dong to come back, especially when he can get more grant for MUSC. In a desperate move to get his research material and equipment back and continue his research, Dr. Dong signed a "separation agreement" on May 3, 2010.

In the year following signing the Agreement, MUSC failed to honor any of the major terms of the Agreement including to continue blocking Dr. Dong's academic activity at MUSC, not to transfer any of Dr. Dong's biological research materials, equipment, records, protocols. MUSC further allowed Dr. James Norris

and other faculties to takeover Dr. Dong's research projects, to continue the use of Dr. Dong's research materials, technologies to enrich Dr. Norris, Dr. Lanier and MUSC at the expense of devastating Dr. Dong's career and livelihood. To justify his actions, and to prevent Dr. Dong from coming back, Dr. Lanier also rejected a \$3,500,000 NIH grant obtained by Dr. Dong on behalf of MUSC.

Dr. Dong filed his Complaint on September 2, 2014, for breach of contracts, bad faith, and illegally seizing Dr. Dong's research material, equipment, technologies, protocols and records, abolishing Dr. Dong's tenure, and violated Dr. Dong's faculty rights and caused serious damage to Dr. Dong's career and livelihood.

Subsequently, MUSC proceeded with discovery including its First Interrogatory and Request for Production. Dr. Dong timely filed responses to MUSC's satisfactory. However, MUSC refused to produce any information or document requested by Dr. Dong. In March 2019, Dr. Dong filed First Motion to Compel. The Motion to Compel was subsequently heard by the Honorable D. Craig Brown. As a result of the hearing, Judge Brown issued an Order on June 20, 2019, GRANTING the First Motion to Compel.

On July 3, 2019, MUSC filed a Motion to Alter or Amend as to Judge Brown's June 20, 2019, order. Thereafter, Judge Brown held a hearing where MUSC did not

present legal basis but claimed logistic or practical reasons for MUSC not being able to provide the requested information. However, MUSC stated it is ready to produce some information if the First Request for Information is limited to the communications “directly to or from Dr. Dong and Dr. Lanier no earlier than 2010.” MUSC also represented to the Judge Brown that the information is extensive, about 500 pages and can be produced immediately. Judge Brown agreed, and issued an Order on October 4, 2019, requesting MUSC to produce the limited information within 10 days, and the time and scope of the discovery “may be expanded at any time by either party.”

Under Judge Brown’s order, MUSC provided a stack of printed emails, most of which are repeats of the same email chains. It is nearly impossible to evaluate the content or authenticity of the printed materials.

Per Judge Brown’s Order, Dr. Dong filed a Motion to Expand Discovery in time and scope, on January 29, 2020, and served MUSC with the Second Request for Production. Again, MUSC refused to produce any information by claiming each of the questions “too broad and ambiguous” or “the same as the First Request for Production.”

In February or March 2020, Judge Brown Stayed the forgoing Case because of the ongoing COVID-19 pandemic and the South Carolina Supreme Court issued

an initial memorandum to close or alter the operations of certain circuits courts in South Carolina.

Not knowing the case was stayed, Dr. Dong filed Plaintiff's Second Motion to Expand time and scope of Discovery on January 11, 2021. The motion was met with no response. Finally, on January 20, 2021, Dr. Dong filed Plaintiff's Second Motion to Compel Production ("Second Motion to Compel").

MUSC failed to respond to Plaintiff's Motions to Expand Discovery for time and scope, and the Second Motion to Compel – legally leaving these Motions unopposed.

Dr. Dong filed a Motion for Granting Un-contested Motions on September 22, 2021.

Subsequently, MUSC filed a Motion for Statues Hearing blaming its nonresponse to Dr. Dong's Motions to Expand Discovery on a "clerical error" of the court which made the appearance that the case remain stayed.

On October 5, 2021, at the request of MUSC, the Court lifted the stay and allowed MUSC to file Response to Dr. Dong's Motions to Expand Discovery and Second Motion to Compel.

On December 13, 2021, the Court commissioned Magistrate Judge Cothran to conduct a hearing on Dr. Dong's pending motions. At the hearing, Magistrate

Cothran indicated that Dr. Dong's Motions to Expand Time (for a year) is "granted" and suggested that Dr. Dong to continue the discovery by taking depositions and "may request additional documents based on the information obtained through the deposition."

On January 10, 2022, by an email, Magistrate Cothran's clerk informed MUSC's counsel that "Judge Cothran DENIED all Plaintiff's discovery motions and requested the counsel to submit a proposed order."

On January 20, 2022, MUSC submitted the "proposed order" which is an ideal wish list of MUSC – permanently restricts discovery by the Plaintiff to only the mails Dr. Dong received from Dr. Lanier during 2010, allows MUSC to dictate the time line, and makes the court a proxy of MUSC's defense.

On February 3, 2022, Dr. Dong filed his "Opposition to the proposed order."

On February 7, 2022, Magistrate Cothran signed the MUSC-proposed order word by word over Plaintiff's objection and without judicial oversight.

ARGUMENT

1. Restrictions on Discovery Violate Due Process

The Discovery Rules, SCRCP 26-37, assure an unencumbered discovery by parties of a controversy. Courts are not authorized by any statute to restrict such a

fundamental right to discovery, which is assured by the statutes established by the Congress and the Due Process Clause of the Fourteenth Amendment to the Constitution. Without a statutory authorization, the Court does not have the authority to issue such an order.

The Supreme Court of the United States has long commanded:

"The Court cannot construe a statute in a way that negates its plain text" of the law. *Honeycutt*, 198 L. Ed. 2d. LEdHR19, footnote 2.

“‘[Courts] are not authorized to create an equitable expansion to jurisdictional requirements,’ but must follow the law as it is intended by Congress, the use of the ‘unique circumstances’ doctrine is illegitimate.” *Bowles v. Russell*, 511U.S. 205, at 212 (2007).

Here, the statutes assure unencumbered discoveries by the parties, and there is no legal or factual basis for the court to restrict a party’s Due Process Rights in favor of another, even if an opposing party claims “unique circumstances.”

Specifically, the magistrate judge not only denied “all Plaintiff’s Motions” for discovery without stating a reason, but also imposed new and unconditional restrictions on Plaintiff’s discovery without a legal basis. The Magistrate simply issued the Defendant a “blank check” by allowing the Defendant to submit a proposed order and signed “the proposed order” over Plaintiff’s objections and

without any judicial oversight. Doing so, the Magistrate served as a rubber stamp for the Defendant and abandoned the court's judicial obligation and neutrality.

Defendant misled the Magistrate by misrepresenting Judge Brown's Order issued on October 4, 2019. Defendant broadened Judge Brown's conditional restriction specifically on Plaintiff's First Request for Production by claiming and it is "the controlling order" and applied to the entire discovery process. (PO P5-7) Defendant completely ignored the fact that Judge Brown unequivocally stated the limit is specific to the "First Request for Production" and conditioned upon that "[e]ither party may, at any time may petition the circuit court to expand" the time and scope of the discovery. See *Judge Brown's Order, P2-3, a, b, and c.* Nowhere in the Order, Judge Brown indicates a intention to set a limit on the entire discovery, which would be a violation of the Due Process.

Therefore, this Court must vacate the Magistrate's Order to restrict the discovery, even if the Court intends to uphold the full force of Judge Brown's Order.

2. Imposing new matters into the proceeding without the Due Process is illegitimate.

Even were there a statute authorizing a court to restrict the right for discovery, but there is none, imposing new restrictions on Plaintiff without a motion by the

Defendant and a hearing by the court violates the Confrontation Clause of the Due Process. This violation alone is subject to reversal.

Here, the Order allowed Defendant to add not only new restrictions on Plaintiff's discovery without raising a motion to the Court, but also the languages authorizing Defendant to dictate the proceedings. Defendant wants to bypass the discovery and allow Defendant directly "to file depository motions" in order to deprive Plaintiff of the right for evidence necessary to prosecute his claim in Due Process. *See Order P5, Prg 1.*

Such an Order contradicts the law, violates Plaintiff's Due Process Right, and causes irreparable harm to the Plaintiff, therefore, must be rejected by the Court.

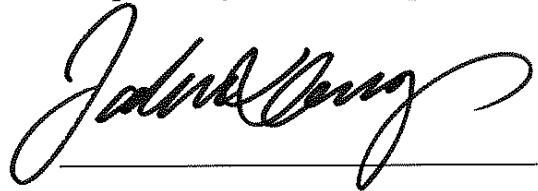
CONCLUSION

For reasons stated above, Plaintiff respectfully requests the Court to reverse and vacate the Magistrate Order.

(Signature on the following page)

March 6, 2022

Respectfully submitted, pro se,

A handwritten signature in black ink, appearing to read "John Dong", written over a horizontal line.

John Dong, M. D., Ph. D.
71 Delahow St
Charleston, SC 29492
Email: johnny.dong@gmail.com
Phone: 843-991-2332

CERTIFICATE OF SERVICE

This is to certify that I have this 6th day of March 2022, caused to be served a copy of the Plaintiff's Interlocutory Appeal via Email at bconley@clevelandlaborlaw.com and United States Mail Services with postage and addressed as the follows:

Bob J. Conley, Esq.
Cleveland & Conley LLC
171 Church Street, suite 310
Charleston, South Carolina 29401



2022 MAR -8 PM 3:16
JULIE J. ARMSTRONG
CLERK OF COURT

FILED

March 6, 2022

A large, stylized handwritten signature in black ink, appearing to read 'John Dong', written over a horizontal line.

John Dong, M. D., Ph. D.
71 Delahow St
Charleston, SC 29492
Email: johny.dong@gmail.com
Phone: 843-991-2332

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
Jian-Yun (John) Dong, M.D., Ph.D.,)
Plaintiff,)
v.)
The Medical University of South)
Carolina,)
Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-10-06683

**PLAINTIFF'S OPPOSITION TO
DEFENDANT'S PROPOSED
ORDER, OR MOTION FOR
RECONSIDERATION**

2022 FEB -3 AM 10:59
JULIE A. MASTRO
CLERK OF COURT
WCL

FILED

Plaintiff, John Dong, hereby submits this Opposition to Defendant's Proposed Order and respectfully requests the Court to reject the "proposed order" (PO) in its entirety.

As a basis, Plaintiff pleads the follows:

Defendant abused the Court's trust and insert a set of illegal, unfair, and prejudicial restrictions on Plaintiff into the "proposed order." Such an "order" is intended to highjack the legal process and to make the Court a proxy of the Defendant's defense.

Specifically, the proposed restrictions fall vastly outside the scope of the issues and contradict the Court's opinions expressed at the hearing. These restrictions on the Plaintiff contradict the law and violate the Due Process Right of the Plaintiff, therefore, must be rejected by the Court.

1. Prejudice and derogatory information must be stricken from the record.

Defendant repeatedly injected an unrelated but highly prejudicial issue and derogatory comments into the forgoing proceedings with the intent to influence the neutrality of the Court and cause prejudice against Plaintiff. PO P2, Prg2-3; PO P4, L2. Plaintiff's unrelated legal matter is completely irrelevant to and cannot be litigated in the foregoing civil proceedings. Defendant's assertions are incorrect, derogatory, slanderous, and prejudicial, and must be stricken off the record as a matter of law. It certainly should not be introduced into the record as an "order" by the Court.

2. Health Risks to the Parties dictate expansion of time.

Plaintiff has several high-risk factors including age, diabetes, and hypertension, and is among the vulnerable population to the Covid-induced serious morbidity and mortality. Considering the ongoing and worsened pandemics, Judge Cothran verbally granted Plaintiff's Motions for Expansion by saying "you got your expansion" before the transition to the Second Motion to Compel. However, without any basis to oppose the expansion of the time, Defendant once again tries to impose a short and rigid schedule making it impractical to follow under the difficult circumstances including Defendant's hampering tactics. In reality, Defendant is

asking the Court to deprive Plaintiff's right to discovery. Therefore, Plaintiff's Motion of Expansion of Time should be granted as submitted. In addition, the amended schedule should be accompanied by an order requesting both Parties to comply with the Discovery Rules or be sanctioned by the Court.

3. Restrictions on Discovery Violate Due Process

Defendant misinterpreted Judge Brown's Order issued on October 4, 2019. Defendant broadened Judge Brown's conditional restriction on Plaintiff's First Request for Production by claiming and it applied to the entire discovery process. (PO P5-7) Defendant completely ignored the fact, the Judge Brown unequivocally stated the limit was on the First Request and an expansion of time or scope maybe request by either party at any time. (Order P2-3, a., b., and c.) Nowhere in the Order, Judge Brown indicated to set a limit on the entire discovery, which would be a violation of the Due Process.

The Discovery Rules, SCRCP 26-37, assure unencumbered discovery. Courts do not have the authority to restrict a party's rights to discovery, which are assured by the civil statutes and the Due Process Rights under Article III of the Constitution.

The Supreme Court has long commanded:

"The Court cannot construe a statute in a way that negates its plain text" of the law. *Honeycutt*, 198 L. Ed. 2d. LE dHR19, footnote 2.

“‘[Courts] are not authorized to create an equitable expansion to jurisdictional requirements,’ but must follow the law as it is intended by Congress, the use of the ‘unique circumstances’ doctrine is illegitimate.” *Bowles v. Russell*, 511 U.S. 205, at 212 (2007).

Here, the statutes assure unencumbered discoveries by the parties, and there is no statutory authorization of courts to restrict a party’s due process right to favor another, even if an opposing party claims “unique circumstances.”

Therefore, the proposed restrictions on the due process must be rejected by the Court, even if the Court intends to uphold the full force of Judge Brown’s order¹ which is specific to the First Request for Production, and under the condition that “[e]ither party may, at any time may petition the circuit court to expand” the time and scope of the discovery. See Judge Brown’s Order, P2-3, a, b, c.

4. Imposing new matters into the proceeding without due process is illegitimate.

Even were there a statute authorizing a court to restrict the right for discovery, there is none, imposing new restrictions on the plaintiff without a motion by the

¹. Judge Cothran did suggest that Plaintiff move forward with depositions and may request additional documents and information based on the information obtained through the deposition. Judge Cothran requested a list of witnesses to be deposed. Plaintiff timely submitted the list that had been filed previously with the Court.

defendant and a hearing by the court violate the Confrontation Clause of the Due Process. This violation alone is subject to appeal.

In its “proposed order,” Defendant not only inserted new restrictions on Plaintiff without raising a motion to the Court but also inserted the languages authorizing Defendant to dictate the proceedings. Defendant wants to bypass the discovery and allow Defendant directly “to file depository motions.” PO P5, Prg 1. There is no legal basis for Defendant to dictate the Due Process and there is such discussion at the hearing. Therefore, Defendant chooses sneakily to introduce such languages into the proposed order attempting to trick the Court into a rubber stamp. Such unethical and unprofessional behavior should not be endorsed but should be sanctioned by the Court, at minimum, by disqualifying the counsel from submitting future proposed orders in the forgoing case.

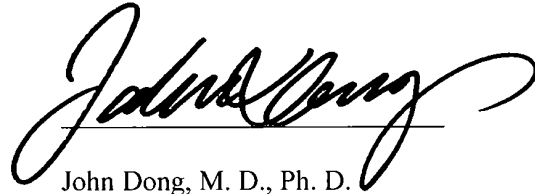
CONCLUSION

For reasons stated above, Plaintiff respectfully requests the Court to reject the Defendant’s proposed order and the timetable in their entirety. Further, Plaintiff request the Court to issue an opinion on the heard Motions and to allow Plaintiff the equal opportunity to submit a proposed order before making a final decision.

(Signature is on the following page)

Respectfully submitted, pro se,

January 30, 2022

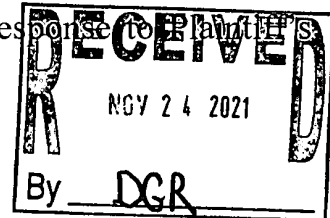
A handwritten signature in black ink, appearing to read "John Dong", written over a horizontal line.

John Dong, M. D., Ph. D.
71 Delahow St
Charleston, SC 29492
Email: johnny.dong@gmail.com
Phone: 843-991-2332

The objected texts in the Defendant's proposed order are highlighted with red color and underlines, as attached.

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	) FOR THE NINTH JUDICIAL CIRCUIT
	)
Jian-Yun (John) Dong, M.D., Ph.D.	) CASE NO: 2016-CP-10-06683
-plaintiff	)
V.	)
	)
The Medical University of	) PLAINTIFF'S REPLY TO
South Carolina	) DEFENDANT'S RESPONSE TO
-Defendant	) MOTIONS TO EXPAND AND COMPEL
	)

COMES NOW, Plaintiff, John Dong, M. D., Ph. D. (Dr. Dong),
appearing pro se, submit this Reply to Defendant's Response to Plaintiff's
Second Motion to Compel and Other Motions.



1. **Defendant mischaracterized the lawsuit.**

Plaintiff John Dong was a tenured professor at the Medical University of South Carolina (MUSC), the Defendant. Starting from 2007 or 2008, Dr. Dong raised his concerns over that the chairman of the department of microbiology and immunology, Dr. James Norris, had been spending Dr. Dong's grant and startup funds, stealing Dr. Dong's biological materials, and taking over Dr. Dong's research projects. At the same time, Dr. Norris withheld Dr. Dong's promotions in academic positions and salaries to coerce Dr. Dong not to raise the issues to the administration. However, Dr. Norris made false complaints against Dr. Dong to the MUSC Administration and various committees, including biosafety committees.

In the about late part of 2009, with the support of then the vice president for research, Dr. Stephen M. Lanier, Dr. Norris blatantly took all Dr. Dong's essential research materials, including several vector systems, technologies for cancer gene therapies, and novel treatment for genetic diseases for Dr. Norris personal benefits. Using his authority as the Chairman of the Department, Dr. Norris locked up Dr. Dong's laboratories and office, and took over all Dr. Dong's research projects, technologies, and essential means for his research and teaching including all his research documents, notebooks, and research protocols, biological materials, and equipment. Dr. Lanier was directly involved in these actions. The MUSC Administration supported or approved Dr. Norris and Lanier's actions by stonewalling Dr. Dong's complaints to the Administration.

Instead of launching an investigation of Dr. Norris and Lanier's conduct, the Administration authorized Dr. Lanier as the Vice President for Research to handle Dr. Dong's complaint. Instead of investigating Dr. Norris, Dr. Lanier launched a series of witch-hunt investigations into Dr. Dong without any specific complaint.

After, Dr. Lanier failed to produce any justification for Dr. Norris' acts, the Dean of the Medical School, Dr. Jerry Reeves, proposed an agreement to "cool down" the confrontation and provide Dr. Dong "an opportunity to

continue his research and teaching off-campus at GenPhar, Inc.¹, with the option that Dr. Dong will be "rehired" by MUSC once he could obtain additional grant fund for MUSC.

On or about May 3, 2021, Dr. Dong and MUSC reached the Agreement, signed by Dean Reeves. The Agreement outlined the good faith understanding of five basic components: (1). Dr. Dong would continue to be a full-time tenured professor at MUSC for 18 months conducting his research and teaching; (2) within the transition period, MUSC will transfer all Dr. Dong's research biological materials and supplies to Dr. Dong at GenPhar's location; (3) MUSC will transfer all Dr. Dong's research equipment to Dr. Dong at GenPhar location; (4) MUSC will transfer all Dr. Dong's research data, records, notebooks, technologies to Dr. Dong; (5) Dr. Dong will make efforts to obtain grants for MUSC and be rehired by MUSC if Dr. Dong could achieve the goals. See the Agreement attached in the complaint, and a list of materials and equipment to be transferred.

However, MUSC Administration allowed Dr. Lanier to implement the Agreement. Dr. Lanier essentially violated every term of the Agreement. In fact, Dr. Lanier continued blocking Dr. Dong's academic activities, kept Dr.

1. The Company, established by MUSC's Foundation for Research and Development (FRD) and a group of private investors. Dr. Dong had been the Chief Scientific Officer of GenPhar based on an agreement between FRD-MUSC and investors of GenPhar.

Dong's research projects, technologies, research materials, equipment, records, protocols, and blocked Dr. Dong's new grants awarded to MUSC. Dr. Lanier only implemented the terms detrimental to Dr. Dong and abolished Dr. Dong's tenure and got rid of Dr. Dong. Dr. Dong filed the Complaint about breach contracts and the damages to his career and financial being.

2. Introduction of unfair prejudice into the lawsuit by MUSC.

Over Dr. Dong's objections, MUSC's counsel repeatedly imposes an unrelated but highly prejudicial matter into the lawsuit in violation of civil rules and Dr. Dong's due process right. The issue has no bearing on the Complaint. MUSC's claim is misleading and cannot be litigated in the forgoing trial but pose an unfair prejudice on Dr. Dong.

Dr. Dong hereby respectfully requests the Court to disallow MUSC's introduction of such prejudice and strike it off the records as a matter of law.

3. MUSC's proposed schedule is in bad faith to deprive Plaintiff's rights for unencumbered discovery.

As the records show, Defendant has used every trick to block the discovery process. Defendant has not produced the documents or information requested in the First and the Second Plaintiff's Request for Production. The "proposed schedule" to finish the discovery in a few months while Defendant stonewalling the discovery is inconsistent with the law that governs the

discovery process as well as being impractical. It is in bad faith to deprive the plaintiff's rights for an encumbered discovery.

Plaintiff's Motions for Expansion of Time requests one year to complete the discovery due to the ongoing pandemics or until the pandemic is subsided. The defendant's claim such a schedule is "generally consistent with Dr. Dong's request for additional time to conduct discovery" is preposterous. Therefore, Defendant's request to rush into a short schedule before allowing Plaintiff to conduct an unencumbered discovery contradicts the law and should be denied by the Court.

4. Defendant's opposition to Plaintiff's Second Motion to Compel Production is unsupported by the law.

Plaintiff has the right to conduct a thorough and unencumbered discovery. Defendant's opposition to the discovery is solely based on Judge Brown's order to temporarily limit the scope of the First Request for Production. Judge Brown's order is not based on any law but solely for a practical reason raised by Defendant that no longer exists. Judge Brown specifically ordered that the scope may be expanded at the request of either party. Dr. Dong's Motion to Expand Discovery Scope specifically requests to lift the limitations and allow the discovery to proceed under the discovery

statutes. Therefore, the Second Motion to Compel must be viewed in the light the limitations on the discovery have been lifted, and Defendant is under the obligation to produce relative material as requested.

Defendant's assertion that some of the questions are "the same as those in the First Request for Production," or "broad" cannot serve the basis for refusal to produce under the rules for discovery. Some of the questions may be the same because the requested documents have not been produced. "Broad" cannot be defined legally in the context of discovery. Plaintiff is entitled to all documents and information related to the Complaint.

However, these objections do serve the defendant's scheme to rush into an ending of the lawsuit by depriving Dr. Dong's rights for discovery and due process assured by the Constitution. This scheme must be rejected by the Court in its entirety as a matter of law.

5. Uncontested Issues must be granted as a matter of law

It is fundamental that courts must grant un-contested issues as a principle of maintaining judicial neutrality. Even after the Court has granted Defendant numerous opportunities, Defendant left several specific issues in Plaintiff's Motions to Expand uncontested. These uncontested issues must be granted by the Court in favor of Plaintiff as a matter of law.

The Defendant did not respond to the following issues:

(1) The discovered materials must be provided in their original form or copies of the original forms, such as emails, and text messages, and computer files. The discovery materials need to be provided in both electronic forms and printed PDF forms.

(2) The scope of the discovery needs to include the time at least one year before the event, in this case, it is the year 2007.

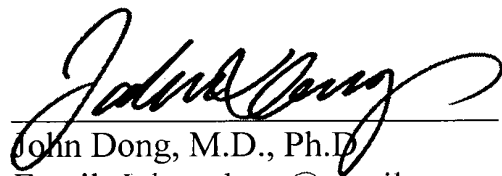
(3) Defendant to pay for the costs for the legal proceedings, since Dr. Dong is made indigent as the result of the breach of the contract by taking away Dr. Dong's ability to conduct academic research and Dr. Dong's technologies that have significant commercial values. In contrast, MUSC is a large entity with huge financial resources and insurance coverage.

CONCLUSION

For the reasons discussed above, Dr. Dong respectfully requests the Court to Grant Dr. Dong's Motions to Expand, and Second Motion to Compel and allow sufficient time to complete discovery according to the discovery statutes and the Due Process rights assured by the Constitution.

Dated: November 23, 2021

Respectfully submitted,

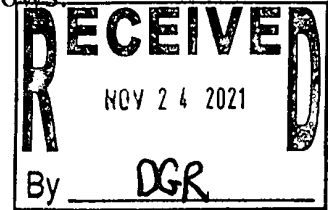
A handwritten signature in black ink, appearing to read "John Dong", is written over a horizontal line.

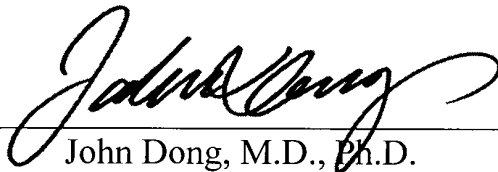
John Dong, M.D., Ph.D.
Email: Johnny.dong@gmail.com
Phone: 843-991-2332

CERTIFICATE OF SERVICE

This is to certify that I have this 23rd day of November 2021, caused to be served a copy of the Plaintiff's Reply to Defendant's Response of Second Motion to Compel via Email at bconley@clevelandlaborlaw.com and United States Mail Services with postage and addressed as the follows:

Bob J. Conley, Esq.
Cleveland & Conley LLC
171 Church Street, suite 310
Charleston, South Carolina 29401




John Dong, M.D., Ph.D.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2016-CP-10-06683
	)	
Jian-Yun (John) Dong, M.D., Ph.D.,	)	
	)	DEFENDANT’S RESPONSE
Plaintiff,	)	TO PLAINTIFF’S SECOND
v.	)	MOTION TO COMPEL AND
	)	ALL OTHER PENDING
The Medical University of South	)	MOTIONS
Carolina,	)	
	)	
Defendant.	)	
_____	)	

BACKGROUND

Plaintiff Jian-Yun Dong, M.D, Ph.D. (“Dr. Dong”) and Defendant Medical University of South Carolina (“MUSC”) entered into separation agreement on or about May 3, 2010.¹ In his Complaint, Dr. Dong alleges MUSC breached the separation agreement. Dr. Dong’s sole cause of action in his Complaint is for breach of contract alleging MUSC breached the separation agreement.

Dr. Dong originally filed his Complaint on September 2, 2014. Subsequently, on October 22, 2015, Dr. Dong dismissed the lawsuit pursuant to Rule 40(j), SCRCF. Thereafter, on December 14, 2016, Dr. Dong’s lawsuit was restored to the general docket, pursuant to Rule 40(j), SCRCF, and the case was given its current case number. Although Dr. Dong was originally represented by counsel, Dr. Dong’s counsel withdrew from the matter in January 2017. Dr. Dong remains a pro se litigant.

¹ The separation agreement is attached as Exhibit A to Dr. Dong’s Complaint.

In April 2011, before Dr. Dong filed his Complaint, Dr. Dong was indicted for various federal felonies in federal district court. In April 2013, a Third Superseding Indictment was entered as to Dr. Dong. Thereafter, on August 4, 2015, before Dr. Dong's Complaint was dismissed pursuant to Rule 40(j), SCRPC, Dr. Dong was convicted in the federal district court.

On or about October 3, 2017, approximately ten months after Dr. Dong restored the case to the active roster, Dr. Dong was sentenced and committed to the custody of the Federal Bureau of Prisons for a term of seventy months and ordered to pay \$3,211,599.83.² According to the Federal Bureau of Prisons, Dr. Dong is scheduled for release in August 2022. However, based upon a recent status conference, it is understood Dr. Dong is serving the remainder of his sentence at home, and he is available to participate in discovery.³

The parties proceeded with discovery after the case was restored, including the exchange of written discovery requests and associated responses. In March 2019, Dr. Dong filed a motion to compel ("First Motion to Compel"). Dr. Dong's First Motion to Compel was subsequently heard by the Honorable D. Craig Brown. Dr. Dong appeared for the hearing by telephone. As a result of the hearing, Judge Brown issued an order on June 20, 2019, granting, in part, Dr. Dong's First Motion to Compel. Judge Brown's order also stayed the case pending Dr. Dong's release from federal confinement.

² MUSC understands Dr. Dong's criminal conviction, related sentence and associated restitution remain on appeal to the United States Court of Appeals for the Fourth Circuit.

³ A more detailed background, and related documents, pertaining to the history of Dr. Dong's federal criminal charges and related conviction is a part of MUSC's Motion for Status Conference filed January 31, 2019.

Subsequently, on July 3, 2019, MUSC filed its Motion to Alter or Amend as to Judge Brown's June 20, 2019, order. Thereafter, Judge Brown held a hearing regarding MUSC's Motion to Alter or Amend. Dr. Dong appeared for the hearing by telephone. As a result of the hearing, Judge Brown issued an order on October 4, 2019, granting MUSC's Motion to Alter or Amend. The order issued by Judge Brown on October 4, 2019, became the controlling order in this matter as to Dr. Dong's First Motion to Compel and further discovery because Judge Brown's October 4, 2019, order contains a "scheduling order" establishing various deadlines. Further, on October 4, 2019, Judge Brown approved and entered a Confidentiality Order.

In compliance with Judge Brown's October 4, 2019, order, MUSC provided discovery responses to Dr. Dong on October 14, 2019. Additionally, on November 18, 2019, counsel for MUSC sent Dr. Dong a letter inquiring about scheduling his deposition for the week of January 13, 2020, in advance of the discovery deadline established in Judge Brown's October 4, 2019, order.

On January 16, 2020, counsel for MUSC served Dr. Dong with a Notice of Taking Deposition, scheduling Dr. Dong's deposition for February 14, 2020, prior to the February 28, 2020, discovery deadline set by Judge Brown in his October 4, 2019, order. However, on January 27, 2020, Dr. Dong filed his Response to Taking Deposition, requesting, in general, his deposition be delayed until after March 15, 2020.⁴ Consequently, Dr. Dong's deposition did not go forward as noticed for February 14, 2020.

⁴ MUSC understood Dr. Dong's Response to Taking Deposition as a motion to delay his deposition.

On January 29, 2020, Dr. Dong filed his Motion to Expand Discovery. On the same date, Dr. Dong served counsel for MUSC with Plaintiff's Second Requests for Production to Defendant. Thereafter, and in response, MUSC served its responses/objections to Dr. Dong's Second Requests for Production on March 18, 2020.

By late February and early March 2020, the COVID-19 pandemic was ongoing and rapidly evolving. On or about March 4, 2020, the South Carolina Supreme Court issued an initial memorandum regarding the pandemic. By March 12, 2020, the operations of certain circuits courts in South Carolina began to close or otherwise alter operations due to the pandemic.

On or about September 2, 2020, Dr. Dong filed a Notice of Change of Address indicating he is now residing on Daniel Island, South Carolina, not in a Federal Bureau of Prisons facility. On January 11, 2021, Dr. Dong filed Plaintiff's Motion to Expand Discovery Schedule Due to COVID-19 Pandemics. Subsequently, and finally, on January 20, 2021, Dr. Dong filed Plaintiff's Second Motion to Compel Production.

Dr. Dong's motions have remained pending and not scheduled for hearing because, until recently, the Clerk of Court records continued to show the case as stayed, despite Judge Brown's October 4, 2019, order removing the stay initially entered by way of Judge Brown's June 20, 2019, order. As a result of a recent status conference with the Court, the Clerk of Court corrected its records by removing the stay.

LEGAL ARGUMENT

MUSC understands the following motions of Dr. Dong are pending resolution: 1) Response to Taking Deposition filed January 27, 2020; 2) Motion to Expand Discovery filed January 29, 2020; 3) Plaintiff's Motion to Expand Discovery Schedule Due to COVID-19 Pandemics filed

January 11, 2021; and 4) Plaintiff's Second Motion to Compel Production filed January 20, 2021. From a practical standpoint, it appears Dr. Dong's motions filed in January 2021 are the motions requiring resolution because the Response to Taking Deposition is pragmatically moot because March 15, 2020, the date Dr. Dong requested his deposition not be taken before in his Response to Taking Deposition, is now well in the past. Further, Dr. Dong's Motion to Expand Discovery Scheduled Due to COVID-19 Pandemics appears, generally, to be a resubmission/reassertion of Dr. Dong's previous Motion to Expand Discovery.

MUSC, within this framework, responds to Plaintiff's Motion to Expand Discovery Schedule Due to COVID-19 Pandemics filed January 11, 2021, and Plaintiff's Second Motion to Compel Production filed January 20, 2021. MUSC believes the resolution of these two motions should stand to effectively resolve all pending motions and place this matter on course to complete discovery and trial, if necessary.⁵

A. Plaintiff's Motion to Expand Discovery Schedule Due to COVID-19 Pandemics.

MUSC supports the Court entering an amended scheduling order allowing for the orderly progress and resolution of this matter, particularly given the circumstances created by the COVID-19 pandemic since February/March 2020.⁶ To that end, MUSC proposes the Court issue an amended scheduling order containing the following deadlines: 1) April 30, 2022, complete depositions; 2) May 31, 2022, engage in mediation or request a party or the parties be relieved

⁵ Regardless of what motions remain in need of resolution, this response should be considered a response to all Dr. Dong's pending, unresolved motions.

⁶ While no stand-alone scheduling order has been previously issued, Judge Brown's October 4, 2019, order contains, in part, a schedule for the orderly completion of the case.

from the obligation to participate in mediation; 3) June 30, 2022, file dispositive motions; and 4) case not eligible for trial until on or after July 31, 2022.⁷

MUSC believes the proposed order is, generally, consistent with Dr. Dong's request for additional time to conduct discovery.

B. Plaintiff's Second Motion to Compel Production.

Judge Brown, in both his June 2019 and October 2019 orders, expressly limited Dr. Dong's First Requests for Production (Exhibit A) as follows:

3. In responding to Dr. Dong's discovery requests, the scope of discoverable materials shall be limited to relevant documents generated or created no earlier than April 1, 2010. The parties may at any time prior to the discovery deadline, and for good cause, petition the circuit court to expand this limitation as discovery progresses.
4. In responding to Dr. Dong's discovery requests, the scope of discoverable materials shall further be limited to relevant documents generated by, created by, sent to, or received from Dr. Dong, Mark Sothman, Ph.D. or Stephen Lanier, Ph.D. The parties may at any time prior to the discovery deadline, and for good cause, petition the circuit court to expand this limitation as discovery progresses.

On October 14, 2019, consistent with Judge Brown's orders, MUSC produced documents to Dr. Dong.

Dr. Dong did not subsequently move to further compel production as to Judge Brown's orders or otherwise assert MUSC failed to comply with Judge Brown's orders with respect to the documents produced. Instead, Dr. Dong, in January 2020, filed his Motion to Expand Discovery

⁷ MUSC's suggested schedule is provided as a *proposed* schedule and understands the Court and Dr. Dong may propose/approve alternative deadlines.

and served Plaintiff's Second Requests for Production. (Exhibit B.) On March 18, 2020, MUSC served its responses to Plaintiff's Second Requests for Production. (Exhibit C.)

As noted in MUSC's responses to Plaintiff's Second Requests for Production, Plaintiff's Second Requests for Production are subject to objection for several particular reasons. First, Dr. Dong did not first obtain leave of the Court to request materials beyond those expressly required by Judge Brown's prior orders. Second, Dr. Dong did not serve Plaintiff's Second Requests for Production in a manner allowing MUSC thirty-five days to provide responses.

Moreover, and although not detailed in MUSC's responses, many requests contained in Plaintiff's Second Requests for Production are the very same (i.e. identical or virtually identical) requests contained in Plaintiff's First Requests for Production – being the requests previously ruled upon by Judge Brown. In particular, requests 1 and 16 through 40 in Plaintiff's Second Requests for Production are also in Plaintiff's First Requests for Production. In other words, twenty-six of the forty requests contained in Plaintiff's Second Requests for Production, and that Dr. Dong now moves to compel MUSC respond to, were previously reviewed, and expressly limited by Judge Brown in his orders.

Further, even in respect to the fourteen requests, being requests 2 – 15, that do not appear to be identical to those requests contained in Plaintiff's First Requests for Production, the noted requests seek the very same, broad materials sought by Dr. Dong in Plaintiff's First Requests for Production. Consequently, requests 2 – 15 in Plaintiff's Second Requests for Production constitute no more than Dr. Dong again requesting the same materials Dr. Dong broadly requested in Plaintiff's First Requests for Production.

In summary, Plaintiff's Second Requests for Production, both expressly and implicitly, requests the same materials requested in Plaintiff's First Requests for Production. Judge Brown, after two hearings, issued his October 4, 2019, order expressly placing parameters on the materials MUSC is required to produce. Because Plaintiff's First Requests for Production and Second Requests for Production, in all material respects, requests the same materials, Judge Brown's October 4, 2019, applies to, and so limits, any materials MUSC is required to provide Dr. Dong. Because MUSC previously supplied the materials required by Judge Brown's October 4, 2019, order, MUSC is not required to produce any more materials and Dr. Dong cannot and does not show otherwise.

For these reasons, Dr. Dong's Second Requests for Production should be disallowed and Dr. Dong's related Second Motion to Compel denied.

CONCLUSION

For the reasons discussed above, MUSC respectfully requests the Court deny Dr. Dong's motions and, correspondingly, establish a scheduling order allowing for the completion of discovery, the filing of dispositive motions, mediation, and, if necessary, trial.

Respectfully submitted,

s/ Bob J. Conley

Caroline Wrenn Cleveland

Bob J. Conley

CLEVELAND & CONLEY, LLC

One Seventy-One Church Street, Suite 310

Charleston, South Carolina 29401

Telephone: (843) 577-9626

Facsimile: (843) 577-6672

ccleveland@clevelandlaborlaw.com

bconley@clevelandlaborlaw.com

ATTORNEYS FOR DEFENDANT

Charleston, South Carolina
October 29, 2021

CERTIFICATE OF SERVICE

This is to certify that I have this 29th day of October 2021 caused to be served a copy of Defendant's Response to Plaintiff's Second Motion to Compel and All Other Pending Motions via email, addressed as follows:

Jian-Yun Dong, M.D., Ph.D.
johny.dong@gmail.com

s/ Bob J. Conley

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLSTON) FOR THE NINTH JUDICIAL CIRCUIT
Jian-Yun (John) Dong, M.D., Ph.D.) CASE NO.: 2016-CP-10-06683

plaintiff)
V.) PLAINTIFF'S FIRST REQUESTS
The Medical University of South) FOR PRODUCTION TO DEFENDANT
Carolina)
Defendants)

**TO: CAROLINE WRENN CLEVELAND AND BOB J. CONLEY, ATTORNEYS
FOR DEFENDANT**

Plaintiff, Dr. John Dong, hereby requests on a continuous basis, pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the Defendant respond within (90) days after the service hereof to the following Requests and that the Defendant produce copies of each of the following documents or things which may be in the possession, custody, or control of the Defendant or its counsel:

1. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's performance or employment at MUSC.

2. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the decision, process, instigation, initiation or in any way lead to any proposed or suggested any discipline action against Dr. Dong.

RECEIVED
1-17-18

3. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the decision, process, instigation, initiation or in any way that related to, lead to the pressure of, suggest of, or the request of Dr. Dong to resign from the MUSC.

4. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the decision, event, or process of inventorying, cataloging, transferring, taking, or removing of any documents, biological material, reagents, ingredients, chemicals, DNA, research agents, records, notebooks, protocols, research methods, and any equipment, instruments, devices, tools, computers, from Dr. Dong's laboratories, offices, vector-core spaces, storage space, or shared, common spaces, computer storages, harddrives, computer files, Homeroom account, and his email accounts. Specifically, but not limited to the inventory lists of Dr. Dong's biological materials, equipment, reagents, scientific notebooks, records, protocols, copies of Dr. Dong's grant proposals submitted from MUSC.

5. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the negotiation, discussion, decision in reaching agreement that Dr. Dong to resign from MUSC.

6. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind

from or to anybody related in any way to the discussions, decisions or suggestions of how the Agreement with Dr. Dong to be carried out, performed, including but not limited to decisions, suggestions not to transfer the biological material, equipments, reagents, scientific notebooks, records, and any conditions listed, promised, suggested in the Agreement.

7. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the discussion, decisions or suggestion to refuse accepting Dr. Dong's grant, and not to rehire Dr. Dong back to MUSC.

8. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the discussions, negotiations, agreement, contract, understanding, or decision to transfer, give, or sale GenPhar shares held by Dr. Dong, FRD, and MUSC to Hubner group, Timothy Scranton, or any other parity or entity, individual, company, or organization.

9. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the relationship, association, ownership, business dealings, between Foundation for Research and Development (FRD) of MUSC and any members of MUSC may in any related to Dr. Dong, and GenPhar, Inc.

10. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind

from or to anybody related in any way to Dr. Dong, and GenPhar, Inc. including but not limited to technology disclosures, patent applications, benefit share formulas, plans held at FRD.

11. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to technology transferring, payments from GenPhar, Inc. license agreement with GenPhar, Inc.

12. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to technology transferring, patent applications, nondisclosure agreements, or license agreement with related to technologies developed in Dr. Dong's laboratory with any individuals, company, organization, or entity of every kind.

13. Any and all publications, scientific notebooks, grant applications, records, documents, reports, meeting presentations, or communications, from anyone to anyone including any organizations, government agencies, such as National Institutes of Health, National Science Foundation, Department of Defense, private foundations, publication companies, that any biological material, vectors, DNA, reagents, technology, techniques, or information, that were directly or indirectly obtained, originated from Dr. Dong's laboratories, vector cores or obtained from Dr. James S. Norris.

14. Any and all publications, scientific notebooks, grant applications, records, documents, reports, meeting presentations, or communications, from anyone to anyone

that related to mentioned of cancer gene therapy, apoptosis, or adenovirus vector that express TRIAL, FasL, or adenovirus express cancer suppressor gene, viral antigens, or any adenovirus vector contain any gene under the regulation probacin promoter, Tet-opron promoter, inducible promoter, feedback promoter or any adenovirus vector contain more than one DNA insert (known as CAAd, complex Adenovirus) and AAV, especially, but not limited to, the persons, staff, faculty members, students, post-doctoral fellows who had a relationship of any kind with Dr. James S. Norris.

15. Any and all financial records, accounting, and expenditure reports of Dr. Dong's funds, including his start up funds, all grants, payments from GenPhar and any other sources prior 2010.

16. Any and all financial records, accounting, and expenditure reports of Dr. James Norris funds from any source, prior 2010.

17. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's faculty evaluations, annual reports, career development plan, tenure application, tenure approval or Dr. Dong's academic performance.

18. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to any compliant, memorandums made by Dr. Dong and communicated to any members of MUSC administration or committees.

19. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to any complaint, recommendations, suggestions, and causes of actions made against Dr. Dong from anyone at MUSC.

20. Any and all documents the Defendant read, reviewed, and/or obtained relating in any way to the allegations made by Dr. Dong.

21. Copies of any and all statements made by anyone related to Dr. Dong's tenure at MUSC.

22. Any and all reports, statements prepared by anyone concerning this complaint against MUSC.

23. Any and all contents in Dr. Dong's email account (dongj@musc.edu) and in his HomeRoom account on MUSC server both in print and in electronic file on computer storage device, such as portable hard drive, or USB drive.

24. Any and all files and documents related to Dr. Dong filed at MUSC, including but not limited to Department of Microbiology and Immunology, office of grant management, and office of human resources.

25. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to any complaint, lawsuit, causes of actions, recommendations or resolutions related to any members of MUSC administrations, including Department chairs, directors, managers, deans, provost, and president, especially related to, but not limited to, Dr. James S. Norris, and Dr. Stephen Lanier.

A handwritten signature in black ink, appearing to read "John Dong", written in a cursive style.

John Dong, M.D.,Ph.D.

January. 16th, 2018
LSCI, Butner,
North Carolina

CERTIFICATE OF SERVICE

This is to certify that I have this 16th day of January 2018, caused to be served a copy of Plaintiff's Response to Defendant's First Requests for Production via United States Mail Services with postage and addressed as follows:

Attention to: Bob J. Conley
Cleveland & Conley, LLC
171 Church Street, Suite 310
Charleston, South Carolina 29401



John Dong, M.D., Ph.D.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Jian-Yun (John) Dong, M.D., Ph.D.

plaintiff

V.

The Medical University of South
Carolina

Defendants

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL CIRCUIT

) CASE NO.: 2016-CP-10-06683

) PLAINTIFF'S SECOND REQUESTS
) FOR PRODUCTION TO DEFENDANT

TO: CAROLINE WRENN CLEVELAND AND BOB J. CONLEY, ATTORNEYS
FOR DEFENDANT

Plaintiff, Dr. John Dong, hereby requests on a continuous basis, pursuant to Rule 34 of the South Carolina Rules of Civil Procedure, the Defendant respond within ninety (90) days or the timelines ordered by the Court, which ever is sooner, after the service hereof to the following Requests and that the Defendant produce copies of each of the following documents or things which may be in the possession, custody, or control of the Defendant or its counsel:

1. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's academic performance and evaluation at MUSC.

2. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's funded or unfunded grant proposals at MUSC.

RECEIVED
1-31-26
-0839-

3. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the financial records of Dr. Dong's grants, start-up funds and any other monetary income at MUSC.

4. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's academic and scientific records at MUSC.

5. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's Tenure Full Professor Promotion Package at MUSC.

6. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's communications with the Chairman of Department of Microbiology and Immunology, Dr. James S. Norris in regarding to Dr. Dong's research and academic activities and issues evolving financial, compliance, personnel, scientific publications.

7. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to communications, discussions and decisions surrounding the conducting a "inventory of Dr. Dong's research materials."

8. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to communications among Dr. Norris, Dr. Stephen Lanier and any members of the MUSC Biosafety Committee or officer with regards to Dr. Dong's research and biological materials"

9. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to communications, discussions and decisions surrounding the search, seizure and transfer of Dr. Dong's research materials.

10. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the "inventory lists" of Dr. Dong's research materials seized by the MUSC.

11. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to discussions and decisions in search and seizure of Dr. Dong's research records, methods, protocols, research plans.

12. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Norris' communications with and Dr. Dong's employees, postdoctoral fellows, students, technicians.

13. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Norris' communication, or discussions with the personnel, students, post doctoral fellows, technicians or any member of the Department with regard to using or taking Dr. Dong's research materials, constructs, vectors, DNA material for their research for "collaborations" with Dr. Dong.

14. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's patents, patent applications, technology disclosures at MUSC including Foundation for Research and Development (FRD).

15. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to any communications, discussions between/among Dr. Norris and members of administration, various committees, including biosafety, and faculty committees related to Dr. Dong.

16. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to communications or discussions between/among Dr. Norris, Dr. Lanier and MUSC counsel, Mr. Joseph Good with regard to Dr. Dong.

17. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the decision, process, instigation, initiation or in any way lead to any proposed or suggested any discipline action against Dr. Dong.

18. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the decision, process, instigation, initiation or in any way that related to, lead to the pressure of, suggest of, or the request of Dr. Dong to resign from the MUSC.

19. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the decision, event, or process of inventorying, cataloging, transferring, taking, or removing of any documents, biological material, reagents, ingredients, chemicals, DNA, research agents, records, notebooks, protocols, research methods, and any equipment, instruments, devices, tools, computers, from Dr. Dong's laboratories, offices, vector-core spaces, storage space, or shared, common spaces, computer storages, harddrives, computer files, Homeroom account, and his email accounts. Specifically, but not limited to the inventory lists of Dr. Dong's biological materials, equipment, reagents, scientific notebooks, records, protocols, copies of Dr. Dong's grant proposals submitted from MUSC.

20. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the negotiation, discussion, decision in reaching agreement that Dr. Dong to resign from MUSC.

21. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the discussions, decisions or suggestions of how the Agreement with Dr. Dong to be carried out, performed, including but not limited to decisions, suggestions not to transfer the biological material, equipments, reagents, scientific notebooks, records, and any conditions listed, promised, suggested in the Agreement.

22. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the discussion, decisions or suggestion to refuse accepting Dr. Dong's grant, and not to rehire Dr. Dong back to MUSC.

23. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the discussions, negotiations, agreement, contract, understanding, or decision to transfer, give, or sale GenPhar shares held by Dr. Dong, FRD, and MUSC to Hubner group, Timothy Scranton, or any other parity or entity, individual, company, or organization.

24. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the relationship, association, ownership, business dealings, between Foundation for Research and Development (FRD) of MUSC and any members of MUSC may in any related to Dr. Dong, and GenPhar, Inc.

25. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong, and GenPhar, Inc. including but not limited to technology disclosures, patent applications, benefit share formulas, plans held at FRD.

26. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to technology transferring, payments from GenPhar, Inc. license agreement with GenPhar, Inc.

27. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to technology transferring, patent applications, nondisclosure agreements, or license agreement with related to technologies developed in Dr. Dong's laboratory with any individuals, company, organization, or entity of every kind.

28. Any and all publications, scientific notebooks, grant applications, records, documents, reports, meeting presentations, or communications, from anyone to anyone including any organizations, government agencies, such as National Institutes of Health,

National Science Foundation, Department of Defense, private foundations, publication companies, that any biological material, vectors, DNA, reagents, technology, techniques, or information, that were directly or indirectly obtained, originated from Dr. Dong's laboratories, vector cores or obtained from Dr. James S. Norris.

29. Any and all publications, scientific notebooks, grant applications, records, documents, reports, meeting presentations, or communications, from anyone to anyone that related to mentioned of cancer gene therapy, apoptosis, or adenovirus vector that express TRIAL, FasL, or adenovirus express cancer suppressor gene, viral antigens, or any adenovirus vector contain any gene under the regulation probacin promoter, Tet-opron promoter, inducible promoter, feedback promoter or any adenovirus vector contain more than one DNA insert (known as CAd, complex Adenovirus) and AAV, especially, but not limited to, the persons, staff, faculty members, students, post-doctoral fellows who had a relationship of any kind with Dr. James S. Norris.

30. Any and all financial records, accounting, and expenditure reports of Dr. Dong's funds, including his start up funds, all grants, payments from GenPhar and any other sources prior 2010.

31. Any and all financial records, accounting, and expenditure reports of Dr. James Norris funds from any source, prior 2010.

32. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's faculty evaluations, annual reports, career development plan, tenure application, tenure approval or Dr. Dong's academic performance.

33. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to any complaint, memorandums made by Dr. Dong and communicated to any members of MUSC administration or committees.

34. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to any complaint, recommendations, suggestions, and causes of actions made against Dr. Dong from anyone at MUSC.

35. Any and all documents the Defendant read, reviewed, and/or obtained relating in any way to the allegations made by Dr. Dong.

36. Copies of any and all statements made by anyone related to Dr. Dong's tenure at MUSC.

37. Any and all reports, statements prepared by anyone concerning this complaint against MUSC.

38. Any and all contents in Dr. Dong's email account (dongj@musc.edu) and in his HomeRoom account on MUSC server both in print and in electronic file on computer storage device, such as portable hard drive, or USB drive.

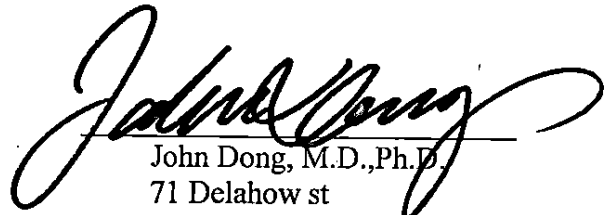
39. Any and all files and documents related to Dr. Dong filed at MUSC, including but not limited to Department of Microbiology and Immunology, office of grant management, and office of human resources.

40. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to any complaint, lawsuit, causes of

actions, recommendations or resolutions related to any members of MUSC administrations, including Department chairs, directors, managers, deans, provost, and president, especially related to, but not limited to, Dr. James S. Norris, and Dr. Stephen Lanier.

Dated: January 29, 2020

Sincerely,

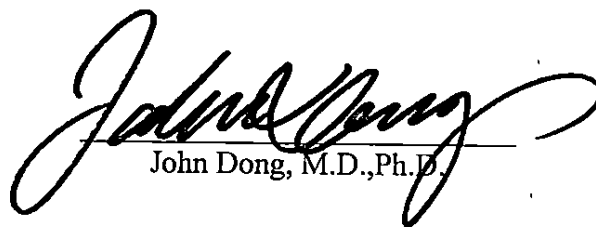


John Dong, M.D., Ph.D.
71 Delahow st
Charleston, SC 29492

CERTIFICATE OF SERVICE

This is to certify that I have this *29th day of January 2020*, caused to be served a copy of ***PLAINTIFF'S SECOND REQUESTS FOR PRODUCTION TO DEFENDANT*** via United States Mail Services with postage and addressed as follows:

Attention to:
Emmanuel J. Ferguson
Cleveland & Conley LLC
171 Church Street, suite 310
Charleston, South Carolina 29401


John Dong, M.D., Ph.D.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2016-CP-10-06683
	)	
Jian-Yun (John) Dong, M.D., Ph.D.	)	
	)	
Plaintiff	)	DEFENDANT'S RESPONSES
	)	TO PLAINTIFF'S SECOND
v.	)	REQUESTS
	)	FOR PRODUCTION TO
The Medical University of South Carolina	)	DEFENDANT
	)	
Defendant.	)	
	)	

TO: JIAN-YUN DONG, PRO SE DEFENDANT:

Defendant Medical University of South Carolina ("MUSC"), by and through its undersigned attorneys, responds to the Plaintiff's Second Requests for Production as follows:

GENERAL OBJECTIONS AND RESERVATIONS

- A. Defendant objects to any document request that seeks: (a) information prepared in anticipation of litigation or for trial; (b) information protected by the attorney-client privilege, work product doctrine, the common-interest doctrine, or any other applicable privileges; (c) information pertaining to any periods of time that are irrelevant to the issues or claims in this lawsuit; (d) disclosure of counsel's mental impressions, conclusions, opinions, or legal theories; (e) information that is in any way duplicative, over broad, annoying, oppressive, unduly burdensome, or expensive to produce; (f) information that is obtainable from some other source (*i.e.*, as a matter of public record) that is more convenient, less burdensome, less expensive, and/or as accessible or available to Plaintiff; or (g) information that is otherwise beyond the scope of discovery under the South Carolina Rules of Civil Procedure.

- B. Defendant objects to Plaintiff's document requests to the extent that they seek information or documents not within Defendant's possession, custody, control or knowledge. Defendant objects to Plaintiff's document requests to the extent that Plaintiff seeks information or documents either already possessed by Plaintiff or already within Plaintiff's care, custody, and/or control.
- C. Defendant objects to Plaintiff's document requests to the extent that they are vague or ambiguous or fail to describe the information or documents sought with sufficient particularity to allow for a meaningful response by Defendant.
- D. Defendant objects to Plaintiff's document requests to the extent that they seek the production or disclosure of (a) information or documents that constitute Defendant's confidential, trade secret, or other proprietary information, (b) information or documents that are subject to, and governed by, a confidentiality agreement, non-disclosure agreement, or protective order in another matter or proceeding, and (c) information or documents of third parties, the unrestricted disclosure of which might violate the rights of such third parties.
- E. Defendant objects to Plaintiff's document requests to the extent that they seek documents or information relating to matters that are not raised in the pleadings on the grounds that such document requests are either irrelevant to this action or not reasonably calculated to lead to the discovery of admissible evidence.
- F. Defendant's responses are based upon the best information presently available. Defendant reserves the right to amend, supplement, correct, or clarify their responses if other or additional information is obtained.

- G. Defendant may move for an appropriate protective order if necessary to protect the confidentiality of certain documents.
- H. Defendant will not reproduce responsive documents previously provided to Plaintiff in this matter. Defendant will not reproduce responsive documents produced, or made available, by Plaintiff to Defendant in this matter.
- I. Defendant has made reasonable efforts to locate and make available for inspection all non-privileged documents responsive to Plaintiff's document requests, as Defendant understands them. Defendant generally reserves the right to amend, supplement, or withdraw any response to Plaintiff's requests as Defendant deems necessary or appropriate in light of the information or knowledge obtained during the course of discovery in this action.

SPECIFIC RESPONSES AND OBJECTIONS

1. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's academic performance and evaluation at MUSC.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

2. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's funded or unfunded grant proposals at MUSC.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

3. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the financial records of Dr. Dong's grants, start-up funds and any other monetary income at MUSC.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

4. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's academic and scientific records at MUSC.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

5. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's Tenure Full Professor Promotion Package at MUSC.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

6. Any and all records, documents, computer files, correspondence (including emails), reports,

policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's communications with the Chairman of Department of Microbiology and Immunology, Dr. James S. Norris in regarding to Dr. Dong's research and academic activities and issues evolving financial, compliance, personnel, scientific publications.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

7. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to communications, discussions and decisions surrounding the conducting a "inventory of Dr. Dong's research materials."

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

8. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every from or to kind anybody related in any way to communications among Dr. Norris, Dr. Stephen Lanier and any members of the MUSC Biosafety Committee or officer with regards to Dr. Dong's research and biological materials"

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

9. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to communications, discussions and decisions surrounding the search, seizure and transfer of Dr. Dong's research materials.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First

Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

10. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the "inventory lists" of Dr. Dong's research materials seized by the MUSC.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

11. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to discussions and decisions in search and seizure of Dr. Dong's research records, methods, protocols, research plans.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on

October 14, 2019.

12. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Norris' communications with and Dr. Dong's employees, postdoctoral fellows, students, technicians.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

13. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind anybody related in any way to Dr. Norris' communication, or discussions with the personnel, students, post doctoral fellows, technicians or any member of the Department with regard to using or taking Dr. Dong's research materials, constructs, vectors, DNA material for their research for "collaborations" with Dr. Dong.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its

objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

14. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's patents, patent applications, technology disclosures at MUSC including Foundation for Research and Development (FRD).

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

15. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to any communications, discussions between/among Dr. Norris and members of administration, various committees, including biosafety, and faculty committees related to Dr. Dong.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to

the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

16. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to communications or discussions between/among Dr. Norris, Dr. Lanier and MUSC counsel, Mr. Joseph Good with regard to Dr. Dong.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

17. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind anybody related in any way to the decision, process, instigation, initiation or in any way lead to any proposed or suggested any discipline action against Dr. Dong.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with

the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

18. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the decision, process, instigation, initiation or in any way that related to, lead to the pressure of, suggest of, or the request of Dr. Dong to resign from the MUSC.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

19. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the decision, event, or process of inventorying, cataloging, transferring, taking, or removing of any documents, biological material, reagents, ingredients, chemicals, DNA, research agents, records, notebooks, protocols, research methods, and any equipment, instruments, devices, tools, computers, from Dr. Dong's laboratories, offices, vector-core spaces, storage space, or shared, common

spaces, computer storages, hard drives, computer files, Homeroom account, and his email accounts. Specifically, but not limited to the inventory lists of Dr. Dong's biological materials, equipment, reagents, scientific notebooks, records, protocols, copies of Dr. Dong's grant proposals submitted from MUSC.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

20. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the negotiation, discussion, decision in reaching agreement that Dr. Dong to resign from MUSC.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

21. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the discussions, decisions or suggestions of how the Agreement with Dr. Dong to be carried out, performed, including but not limited to decisions, suggestions not to transfer the biological material, equipment, reagents, scientific notebooks, records, and any conditions listed, promised, suggested in the Agreement.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

22. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the discussion, decisions or suggestion to refuse accepting Dr. Dong's grant, and not to rehire Dr. Dong back to MUSC.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its

objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

23. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the discussions, negotiations, agreement, contract, understanding, or decision to transfer, give, or sale GenPhar shares held by Dr. Dong, FRD, and MUSC to Hubner group, Timothy Scranton, or any other parity or entity, individual, company, or organization.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

24. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to the relationship, association, ownership, business dealings, between Foundation for Research and Development (FRD) of MUSC and any members of MUSC may in any related to Dr. Dong, and GenPhar, Inc.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with

the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

25. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong, and GenPhar, Inc. including but not limited to technology disclosures, patent applications, benefit share formulas, plans held at FRD.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

26. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to technology transferring, payments from GenPhar, Inc. license agreement with GenPhar, Inc.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further

objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

27. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to technology transferring, patent applications, nondisclosure agreements, or license agreement with related to technologies developed in Dr. Dong's laboratory with any individuals, company, organization, or entity of every kind.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

28. Any and all publications, scientific notebooks, grant applications, records, documents, reports, meeting presentations, or communications, from anyone to anyone including any organizations, government agencies, such as National Institutes of Health, National Science

Foundation, Department of Defense, private foundations, publication companies, that any biological material, vectors, DNA, reagents, technology, techniques, or information, that were directly or indirectly obtained, originated from Dr. Dong's laboratories, vector cores or obtained from Dr. James S. Norris.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

29. Any and all publications, scientific notebooks, grant applications, records, documents, reports, meeting presentations, or communications, from anyone to anyone that related to mentioned of cancer gene therapy, apoptosis, or adenovirus vector that express TRIAL, FasL, or adenovirus express cancer suppressor gene, viral antigens, or any adenovirus vector contain any gene under the regulation probacin promoter, Tetopron promoter, inducible promoter, feedback promoter or any adenovirus vector contain more than one DNA insert (known as CAd, complex Adenovirus) and AAV, especially, but not limited to, the persons, staff, faculty members, students, post-doctoral fellows who had a relationship of any kind with Dr. James S. Norris.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to

the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

30. Any and all financial records, accounting, and expenditure reports of Dr. Dong's funds, including his start up funds, all grants, payments from GenPhar and any other sources prior 2010.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

31. Any and all financial records, accounting, and expenditure reports of Dr. James Norris funds from any source, prior 2010.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First

Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

32. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to Dr. Dong's faculty evaluations, annual reports, career development plan, tenure application, tenure approval or Dr. Dong's academic performance:

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

33. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to any compliant, memorandums made by Dr. Dong and communicated to any members of MUSC administration or committees.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its

objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

34. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to any complaint, recommendations, suggestions, and causes of actions made against Dr. Dong from anyone at MUSC.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

35. Any and all documents the Defendant read, reviewed, and/or obtained relating in any way to the allegations made by Dr. Dong.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First

Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

36. Copies of any and all statements made by anyone related to Dr. Dong's tenure at MUSC.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

37. Any and all reports, statements prepared by anyone concerning this complaint against MUSC.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

38. Any and all contents in Dr. Dong's email account (dongj@musc.edu) and in his HomeRoom account on MUSC server both in print and in electronic file on computer storage

device, such as potable hard drive, or USB drive.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

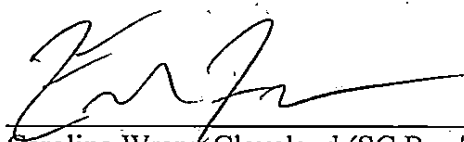
39. Any and all files and documents related to Dr. Dong filed at MUSC, including but not limited to Department of Microbiology and Immunology, office of grant management, and office of human resources.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.

40. Any and all records, documents, computer files, correspondence (including emails), reports, policies, memorandums, evaluations, or other materials of every kind from or to anybody related in any way to any complaint, lawsuit, causes of actions, recommendations or resolutions

related to any members of MUSC administrations, including Department chairs, directors, managers, deans, provost, and president, especially related to, but not limited to, Dr. James S. Norris, and Dr. Stephen Lanier.

RESPONSE: MUSC objects to this Request as it is vague and overbroad. MUSC further objects as Plaintiff's discovery requests were not served in compliance with the Court's October 4, 2019, Order. MUSC further objects to this Request to the extent it requests material and communications subject to the attorney-client privilege or that constitute attorney work product. Without waiving its objections and subject to them, MUSC provided responses to Plaintiff's First Requests for Production pursuant to the Court's October 4, 2019, Order on October 14, 2019.



Caroline Wrenn Cleveland (SC Bar #64253)
Bob J. Conley (SC Bar #12243)
Emmanuel J. Ferguson (SC Bar #81431)
CLEVELAND & CONLEY, L.L.C.
One Seventy-One Church Street, Suite 310
Charleston, South Carolina 29401
(843) 577-9626 (Telephone)
(843) 577-6672 (Facsimile)
ccleveland@clevelandlaborlaw.com
bconley@clevelandlaborlaw.com
eferguson@clevelandlaborlaw.com

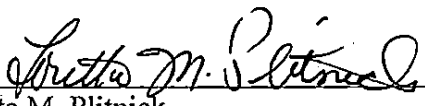
ATTORNEYS FOR DEFENDANT

Charleston, South Carolina
March 18, 2020

CERTIFICATE OF SERVICE

This is to certify that I have this date caused to be served a copy of Defendant's Responses to Plaintiff's Second Requests for Production via U.S. mail to Plaintiff at the address below:

John Dong, 23179171
FCI Williamsburg
P.O. Box 340
Salters, SC 29590



Loretta M. Plitnick
Paralegal

This the 18th day of March 2020.

CLEVELAND & CONLEY, L.L.C.
LABOR AND EMPLOYMENT DEFENSE

ONE SEVENTY ONE CHURCH STREET, SUITE 310
CHARLESTON, SOUTH CAROLINA 29401
WWW.CLEVELANDANDCONLEY.COM

CAROLINE WRENN CLEVELAND †
BOB J. CONLEY
EMMANUEL J. FERGUSON

†CERTIFIED SPECIALIST,
LABOR & EMPLOYMENT LAW

TELEPHONE: (843) 577-9626
FACSIMILE: (843) 577-6672

March 18, 2020

John Dong, 23179171
FCI Williamsburg
P.O. Box 340
Salters, SC 29590

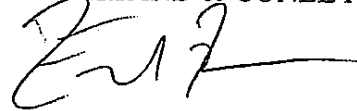
Re: *Jian-Yun (John) Dong, M.D., Ph. D., v. The Medical University of South Carolina*
Case No.: 2016-CP-10-06683

Dear Dr. Dong:

In connection with the above-named matter, please find Defendant's Responses to Plaintiff's Second Requests for Production.

Sincerely,

CLEVELAND & CONLEY, LLC



Emmanuel J. Ferguson

EJF/lmp
Enclosure

ELECTRONICALLY FILED - 2021 Oct 29 1:11 PM - CHARLESTON - COMMON PLEAS - CASE#2016CP1006683

STATE OF SOUTH CAROLINA)
COUNTY OF Charelston)
Jian-Yun (John) Dong, M.D., Ph. D.)
Plaintiff,)
vs.)
The Medical Universit of South Carolina)
Defendant.)

IN THE COURT OF COMMON PLEAS
Ninth JUDICIAL CIRCUIT
CASE NO.: 2016 -CP- 10. - 06683

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: <u>John Dong</u> , Bar No. <u>pro se</u> Address: <u>71 Delahow St. Charleston, SC 29492</u> Phone: <u>(843)-991-2332</u> Fax _____ E-mail: <u>johnny.dong@gmail.com</u>	Defendant's Attorney: <u>Bob Conley</u> , Bar No. <u>81431</u> Address: <u>171 Church St. Suite 310, Charelston, SC29401</u> Phone: <u>843-577-9626</u> Fax <u>843-577-6672</u> E-mail: <u>bconley@clevelandlaw.com</u>
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion: <u>Motion for granting unopposed motions</u> Estimated Time Needed: <u>1 hour</u> Court Reporter Needed: ☐ YES/ ☐ NO	
SECTION II: Motion/Order Type	
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
SECTION III: Motion Fee	
☒ PAID – AMOUNT: \$ <u>25.00</u> ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____	
JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____, 20____
CLERK'S VERIFICATION	
Collected by: _____ Date Filed: _____, 20____	
☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED – AMOUNT DUE: \$ _____	